



Multnomah County Oregon

## Board of Commissioners & Agenda

*connecting citizens with information and services*

### BOARD OF COMMISSIONERS

**Ted Wheeler, Chair**

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214

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

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

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

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214

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

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

**Jeff Cogen, Commission Dist. 2**

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214

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

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

**Lisa Naito, Commission Dist. 3**

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214

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

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

**Lonnie Roberts, Commission Dist. 4**

501 SE Hawthorne Boulevard, Suite 600  
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**

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**OCTOBER 14 & 16, 2008**

### BOARD MEETINGS

#### FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:00 a.m. Tuesday Executive Session
Pg 2	10:00 a.m. Tuesday Chair's Priorities
Pg 3	9:30 a.m. Thursday Opportunity for Public Comment on Non-Agenda Matters
Pg 4	9:45 a.m. Thursday Resolution Authorizing Transfer of a Tax Foreclosed Property to a Non Profit, Oregon Sustainable Agriculture Land Trust for Perpetual Public Use
Pg 4	9:50 a.m. Thursday Proclamation Declaring the Week of October 20, 2008 Save for Retirement Week in Multnomah County, Oregon
Pg 5	10:15 a.m. Thursday Resolution Providing Hacienda Community Development Corporation \$36,000 One-Time-Only Grant for Micro-Enterprise Program

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

Saturday, 10:00 AM, Channel 29

Sunday, 11:00 AM, Channel 30

Tuesday, 8:15 PM, Channel 29

Produced through MetroEast Community Media

(503) 667-8848, ext. 332 for further info

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

Tuesday, October 14, 2008 - 9:00 AM  
Multnomah Building, Sixth Floor Commissioners Conference Room 635  
501 SE Hawthorne Boulevard, Portland

## **EXECUTIVE SESSION**

- E-1 The Multnomah County Board of Commissioners will meet in Executive Session Pursuant to ORS 192.660(2)(d),(e) and/or (h). Only Representatives of the News Media and Designated Staff are allowed to attend. News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Session. No Final Decision will be made in the Session. Presented by County Attorney Agnes Sowle. 15-55 MINUTES REQUESTED.
- 

Tuesday, October 14, 2008 - 10:00 AM  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **BOARD BRIEFING**

- B-1 Update on Chair's Priorities. Presented by Joanne Fuller and Dave Houghton. ONE HOUR REQUESTED.
- 

Thursday, October 16, 2008 - 9:30 AM  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **REGULAR MEETING**

### **CONSENT CALENDAR - 9:30 AM** **DEPARTMENT OF COUNTY MANAGEMENT**

- C-1 BUDGET MODIFICATION DCM-06 Reclassifying Three Positions in Sustainability and Facilities Management as Determined by the Class/Comp Unit of Central Human Resources
- C-2 Amendment 2 to Intergovernmental Non-Expenditure Agreement 0506025 with the City of Portland for a Citizen Advisory Commission on Sustainability

## **DEPARTMENT OF HEALTH**

- C-3 BUDGET MODIFICATION HD-04 Authorizing Two Position Reclassifications within Various Divisions of the Health Department as Determined by the Class/Comp Unit of Central Human Resources and the Modification of FTE between Various Other Existing Positions

## **DEPARTMENT OF COMMUNITY SERVICES**

- C-4 RESOLUTION Authorizing the Execution of a Contract Between Multnomah County, Seller, and Slabtown Properties LLC, Purchaser of a Tax Foreclosed Property Sold at Public Auction and Deed to Purchaser at Contract Completion

## **DEPARTMENT OF COUNTY HUMAN SERVICES**

- C-5 BUDGET MODIFICATION DCHS-11 Reclassifying One Administrative Secretary position to Administrative Analyst Senior Position in the Developmental Disabilities Services Division, as Determined by Class/Comp Unit of Central Human Resources

## **REGULAR AGENDA**

### **PUBLIC COMMENT - 9:30 AM**

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

### **AUDITOR'S OFFICE – 9:30 AM**

- R-1 Appointment of Brad McLean and Alexander Ben-Israel to the Audit Committee

### **NON-DEPARTMENTAL - 9:35 AM**

- R-2 Appointment of Michael Mace, Sharon Cowley, Basil N. Panaretos, William N. Ross, Robert Heimbucher, Neal Galash and Judy Knowls Boyer to the 2008-2009 Board of Property Tax Appeals
- R-3 BUDGET MODIFICATION NOND-02 Appropriating \$78,954 of County General Fund Contingency to Fund FY 2009 Salary Commission Recommendations for the Board of County Commissioners and the Sheriff

- R-4 BUDGET MODIFICATION NOND-06 Transferring Funds from Multnomah County Health Department to Commission on Children, Families & Community for the Provision of Video and New Media Services for the Health Equity Initiative

**DEPARTMENT OF COMMUNITY SERVICES – 9:45 AM**

- R-5 PUBLIC HEARING and Consideration of a RESOLUTION Authorizing Transfer of a Tax Foreclosed Property to a Non Profit, Oregon Sustainable Agriculture Land Trust (OSALT) for Perpetual Public Use

**DEPARTMENT OF COUNTY MANAGEMENT – 9:50 AM**

- R-6 PROCLAMATION Declaring the Week of October 20, 2008 Save for Retirement Week in Multnomah County, Oregon
- R-7 BUDGET MODIFICATION DCM-08 Requesting Use of \$85,000 of Facilities Fund Contingency for Multnomah County Costs Associated with Metro's Gleason Boat Ramp Project

**DEPARTMENT OF HEALTH – 10:05 AM**

- R-8 BUDGET MODIFICATION HD-06 Appropriating \$172,870 from the Department of Health and Human Services Health Resources and Services Administration for "Special Projects of National Significance - Ryan White Part A Program"
- R-9 BUDGET MODIFICATION HD-07 Appropriating \$25,000 in Revenue for the Fiscal Year 2009 Meaningful Care Conference
- R-10 NOTICE OF INTENT to Submit a Grant Application to Kaiser Permanente Requesting \$50,000 to Expand Access to Dental Services for Uninsured Medically Compromised Patients
- R-11 NOTICE OF INTENT to Submit a \$10,000 Grant Request to the Oregon Community Foundation to Support Cultural Competency Training for Nurses
- R-12 NOTICE OF INTENT to Submit a \$20,000 Capacity Building Grant Request to the Oregon School-Based Health Care Network

**NON-DEPARTMENTAL -10:15 AM**

R-13 RESOLUTION Providing Hacienda Community Development Corporation (Hacienda, CDC) \$36,000 One-Time-Only Grant for Micro-Enterprise Program

**BOARD COMMENT**

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

**BOGSTAD Deborah L**

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**From:** LASHUA Matthew  
**Sent:** Monday, October 13, 2008 1:15 PM  
**To:** WEST Kristen; PETERSON Sam; MADRIGAL Marissa D; MARTINEZ David; BOWEN-BIGGS Tara C; WILLER Barbara  
**Cc:** BOGSTAD Deborah L  
**Subject:** FW: Grange Presentation

The Sauvie Island Grange will be coming to this Thursday's board meeting to inform the board about their fundraising efforts with the production of their Sauvie Island Bridge calendar. They will take 5-7 minutes before the board meeting – much like IRCO's basketball team intro last week.

I'll bring this up at board staff. If you need any further info, please let me know.

Thanks,

Matthew

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

**From:** Bridgetown Electric [mailto:btelectric@qwestoffice.net]  
**Sent:** Monday, October 13, 2008 12:31 PM  
**To:** LASHUA Matthew  
**Cc:** trumbull53@aol.com  
**Subject:** Grange Presentation

Hi Matthew:

Here is the information you requested:

The Grange is a national organization established after the Civil War to provide the framework for change and development in rural America. The Sauvie Island Grange was incorporated in 1936 and was instrumental in getting roads, electricity and telephone service for the island. They were involved in getting the first bridge built in 1950. We are an active group with 120 members who meet monthly to socialize and keep informed of things that concern the island with regards to legislation, education and development. Grange members served on the design committee for the new bridge and the planning committee for the opening ceremonies.

We are a community service organization. Since 1983, we have annually awarded at least three \$500 scholarships to island residents. We give dictionaries to third graders on the island and in north Portland. We support local programs such as Scappoose High School Safe and Sober and the Children's Relief Nursery. We donate annually to organizations such as American Red Cross, Dogs for the Deaf, the Oregon Food Bank, Ronald McDonald House and the Salvation Army to name a few. In past years, we have donated towards the Multnomah County Sheriff's Reserves for traffic control during the harvest season. Our Grange Hall is used as a meeting place for island groups such as the Safety Action Team, the Sauvie Island Neighborhood Association and the Sauvie Island Drainage Improvement Company.

The new bridge is a very big deal out here and we wanted to recognize its' importance and significance to our community. The "Bridges of Sauvie Island" calendar is a fund raising project (we hope) that was designed to capture the historical event of the bridge replacement. We wanted a piece that would be of interest and use to islanders and visitors alike. Islanders sent in their photos of the bridge and we picked the best to tell a great story from the 'float in' to the deconstruction of the old bridge. In the form of a calendar, it will not only provide a history of the bridge, but capture the owners 2009 history as well. Imagine reading this document in 50 or 100 years.

10/13/2008

If we are lucky enough to be in the black on this project, the funds will support our charitable programs and help us continue to provide the hall for island groups free of charge.

Presentation will be made by Pennie Trumbull, island resident and Grange member and Sauvie Island Grange President Keith Steenslid. In 2001, Pennie was instrumental in organizing the islands presentation to justify the need and funding for the replacement bridge.

Hope that is helpful information. Should we bring a calendar for each commissioner or just for Maria? See you on Thursday. We plan on arriving at 9:15, is that OK?



# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (revised 09/22/08)

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-1 DATE 10-16-08  
ANA KARNES, ASST BOARD CLERK

### Board Clerk Use Only

Meeting Date: 10/16/08  
Agenda Item #: C-1  
Est. Start Time: 9:30 AM  
Date Submitted: 10/02/08

### BUDGET MODIFICATION: DCM-06

**BUDGET MODIFICATION DCM-06 Reclassifying Three Positions in**  
**Agenda Sustainability and Facilities Management as Determined by the Class/Comp**  
**Title: Unit of Central Human Resources**

*Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.*

Requested Meeting Date:	<u>October 16, 2008</u>	Amount of Time Needed:	<u>Consent</u>
Department:	<u>County Management</u>	Division:	<u>Director's Office</u>
Contact(s):	<u>Tory Mitchell</u>		
Phone:	<u>503-988-4545</u>	Ext.	<u>84545</u>
		I/O Address:	<u>503/4</u>
Presenter(s):	<u>Consent</u>		

### General Information

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

The department is requesting Board approval of a budget modification reclassifying one position in Sustainability and two positions in Facilities Management as determined by the Class/Comp Unit of Central Human Resources.

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

The Department of County Management is asking the Board to approve the reclassification of the following positions:

#### Sustainability

<u>Position Title (Old)</u>	<u>Position Title (New)</u>	<u>Position Number</u>	<u>FTE</u>
Program Dev Spec	Program Dev Spec Sr	709914	No change



The Sustainability Program's role in the County has fundamentally changed in the past 18 months. The role of this position has slowly transitioned to focus on special projects/initiatives developed in conjunction with the Board and on community plans. The new duties and responsibilities of this position encompass the entirety of new program, initiative, and policy development. These functions and scope of responsibility are consistent with those of the Program Development Specialist, Senior (6088) classification.

**Facilities Management**

<u>Position Title (Old)</u>	<u>Position Title (New)</u>	<u>Position Number</u>	<u>FTE</u>
Program Manager 2	Program Manager 1	701995	No change

This new position will be responsible for managing in excess of \$114 million in County budget and assets. The duties will include setting strategic direction for the County's facilities portfolio; providing proactive real estate management to support that portfolio; and managing the operation and maintenance of owned and leased facilities in a cost effective manner. Additionally, this position will focus on eliminating or modifying facilities which are not optimal and on consolidating uses into a portfolio of well-located, efficient, supportive, secure, sustainable, and attractive facilities while working closely with the Board of County Commissioners and County Departments to determine present and future space needs. These and other responsibilities and duties fit within the criteria for a Program Manager 1 (9615).

**Facilities Management**

<u>Position Title (Old)</u>	<u>Position Title (New)</u>	<u>Position Number</u>	<u>FTE</u>
Facilities Maintenance Worker	Facilities Specialist 3	705049	No change

This position performs advanced level tasks in project development, management, and planning process within the Facilities and Property Management Special Projects unit. Essential functions include: provide senior project management functions for complex, multi-agency projects; lead and coordinate consultants, contractors, and internal staff for facility planning, design, and construction projects; conduct complex negotiations with clients, contractors, external government jurisdictions, and staff; prepare and/or coordinate research and planning analysis; and provide technical and graphic reports for presentation to senior management and Board of County Commissioners regarding facility and project issues. These functions and scope of responsibility are consistent with those of the Facilities Specialist 3 (6016) classification.

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

Total personnel services were increased by \$23,808.00; materials and services were adjusted to offset that amount.

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

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

Local 88 represented employees have a contractual right to appeal and arbitrate the outcome of a reclassification request, which would include Board action to disapprove the request. It is the policy of Multnomah County to make all employment decisions without regard to race, religion, color,

national origin, sex, age, marital status, disability, political affiliations, sexual orientation, or any other nonmerit factor.

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

NA

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## ATTACHMENT A

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### Budget Modification

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

- **What revenue is being changed and why?**  
Risk Management revenue is increased by \$1,578.00
- **What budgets are increased/decreased?**  
Risk Management budget is increased by \$1,578.00
- **What do the changes accomplish?**  
Reclassification of three positions.
- **Do any personnel actions result from this budget modification? Explain.**  
Reclassification of three positions.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**  
NA
- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**  
NA
- **If a grant, what period does the grant cover?**  
NA
- **If a grant, when the grant expires, what are funding plans?**  
NA

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

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**BUDGET MODIFICATION: DCM - 06**

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### Required Signatures

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

*Carol M. Ford*

**Date:** 10/02/08

**Budget Analyst:**

*Debra*

**Date:** 10/02/08

**Department HR:**

*Amy Rippon*

**Date:** 10/02/08

**Countywide HR:**

*Joi E. Dot*

**Date:** 10/02/08

Budget Modification ID: **DCM-06****EXPENDITURES & REVENUES**

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

**Budget/Fiscal Year: 2009**

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center						
1	72-01	1000	20		900300	60000	137,390	139,739	2,349		Increase Permanent
2	72-01	1000	20		900300	60130	41,795	42,476	681		Increase Salary Related
3	72-01	1000	20		900300	60140	30,826	30,979	153		Increase Ins/Benefits
4	72-01	1000	20		900300	60240	18,500	15,317	(3,183)		Decrease Supplies
5											
6	72-50	3505	20		902000	60000	320,791	247,924	(72,867)		Decrease Permanent
7	72-50	3505	20		902000	60130	96,964	74,054	(22,910)		Decrease Salary Related
8	72-50	3505	20		902000	60140	67,852	54,176	(13,676)		Decrease Ins/Benefits
9	72-50	3505	20		902000	60170	75,000	54,375	(20,625)		Decrease Prof Svcs
10											
11											
12	72-50	3505	20		902510	60000	107,164	196,920	89,756		Increase Permanent
13	72-50	3505	20		902510	60130	33,692	58,912	25,220		Increase Salary Related
14	72-50	3505	20		902510	60140	29,761	44,863	15,102		Increase Ins/Benefits
15											
23											
24	72-10	3500	20		705210	50316			(1,578)		Increase Insur Revenue
25	72-10	3500	20		705210	60330			1,578		Increase Offsetting Expend
26											
27											
28											
29											
30											
31								0			
									0	0	Total - Page 1
									0	0	GRAND TOTAL

## ANNUALIZED PERSONNEL CHANGE

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

[illegible]

### 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.**

[illegible]



# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (revised 09/22/08)

### Board Clerk Use Only

Meeting Date: 10/16/08  
Agenda Item #: C-2  
Est. Start Time: 9:30 AM  
Date Submitted: 10/03/08

**Agenda Title:** Amendment 2 to Intergovernmental Non-Expenditure Agreement 0506025 with the City of Portland for a Citizen Advisory Commission on Sustainability

*Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.*

Requested Meeting Date: 10/16/2008 Amount of Time Needed: N/A  
Department: Non-Departmental Division: District 2  
Contact(s): Karol Collymore  
Phone: 503-988-6786 Ext. 86786 I/O Address: 503/600  
Presenter(s): Consent calendar

### General Information

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

Approval of amendment to contract number 050625; non-expenditure government contract between Multnomah County and City of Portland creating the Sustainable Development Commission. The amendment would add three members to the commission; seven from City of Portland and seven from Multnomah County.

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

The City and the County are each working to promote sustainable policies and actions, such as sustainable purchasing, green building development, toxics reduction and energy and water efficiency measures. For several years the City and County have had an advisory commission, the Sustainable Development Commission, regarding sustainable development practices and policies. The number of members from each jurisdiction should be equal.

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

No impact

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

This amendment has been negotiated with the City of Portland and their Office of Sustainability is in agreement.

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

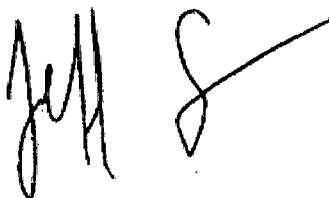
This amendment will go to the City of Portland's commission for passage. Shortly following, two citizens will be nominated to serve on the SDC by Multnomah County before the end of 2008.

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**Required Signature**

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

A handwritten signature in black ink, appearing to be "JH S", written over a horizontal line.

**Date: October 3, 2008**



## WEST Kathleen S

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**From:** RYAN Matthew O  
**Sent:** Tuesday, September 30, 2008 3:24 PM  
**To:** WEST Kathleen S  
**Cc:** KINOSHITA Carol; COLLYMORE Karol  
**Subject:** FW: IGA need attorney approval

Kat,

The attached contract amendment has been reviewed and is approved for submission to the BCC for its consideration. Thanks.

Matthew O. Ryan  
Assistant County Attorney  
Office of Multnomah County Attorney  
501 SE Hawthorne, Suite 500  
Portland, Oregon 97214  
Tel: 503-988-3138; Fax: 503-988-3377  
[matthew.o.ryan@co.multnomah.or.us](mailto:matthew.o.ryan@co.multnomah.or.us)

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**From:** WEST Kathleen S  
**Sent:** Tuesday, September 30, 2008 2:46 PM  
**To:** RYAN Matthew O  
**Cc:** COLLYMORE Karol  
**Subject:** IGA need attorney approval

Hi Matt:

I spoke with CPCA and they gave me instructions for getting this IGA that you've been working with Karol Collymore on completed. Can you send me an email approving the IGA? I will attach your approval to a packet that I need to submit to CPCA. Thanks!

Best regards,

**Kat West**

Sustainability Manager  
Multnomah County Sustainability Program  
Department of County Management  
501 SE Hawthorne Blvd., 4th floor, Portland, OR 97214  
(503) 988-4092  
[kathleen.s.west@co.multnomah.or.us](mailto:kathleen.s.west@co.multnomah.or.us)  
[www.co.multnomah.or.us/sustainability](http://www.co.multnomah.or.us/sustainability)



Please consider the environment responsibly **before** printing this email

9/30/2008

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

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

Contract #: 0506025

Amendment #: 2

CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period	Contracts over \$75,000 per 12 month period	<input type="checkbox"/> Government Contracts (190 Agreement)
<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts  <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts  <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <b>CLASS III B</b> <input checked="" type="checkbox"/> Government Contracts (Non-190 Agreement)  <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue  <input type="checkbox"/> Interdepartmental Contracts

Department: Dept. of County Management

Division: Sustainability Program

Date: 9/22/08

Originator: Kat West

Phone: 503-988-4092

Bldg/Rm: 503/4

Contact: same

Phone:

Bldg/Rm:

Description of Contract: IGA with the City of Portland for a citizen advisory commission on sustainability.

RENEWAL: ☒ PREVIOUS CONTRACT #(S): 0506025

RFP/BID: PCRB 46013016

RFP/BID DATE:

EXEMPTION #:

ORS/AR #:

Effective DATE:

EXPIRATION DATE:

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

Contractor City of Portland Office of Sustainable Dev.

Address 721 NW 9<sup>th</sup> Ave, Suite 350

City/State Portland, OR

ZIP Code 97209

Phone 503-823-7222

Employer ID# or SS# 93-6002236

Contract Effective Date November 1, 2008

On-going

Amendment Effect Date New Term Date

Original Contract Amount \$

Total Amt of Previous Amendments \$

Amount of Amendment \$

Total Amount of Agreement \$

Remittance address

(If different)

Payment Schedule / Terms

☐ Lump Sum \$

☐ Due on Receipt

☐ Monthly \$

☐ Net 30

☐ Other \$

☐ Other

☐ Requirements Funding Info:

Original Requirements Amount \$

Total Amt of Previous Amendments \$

Requirements Amount Amendment \$

Total Amount of Requirements \$

## REQUIRED SIGNATURES:

Department Manager

DATE

10-2-08

Purchasing Manager

DATE

County Attorney

DATE

10/15/08

County Chair

DATE

10/16/08

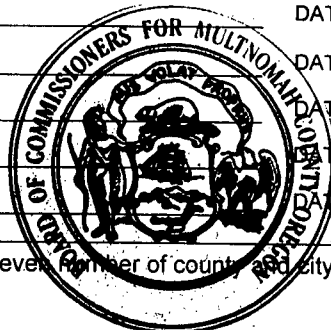
Sheriff

DATE

Contract Administration

DATE

COMMENTS: This amends the original contract signed in 2005 to allow an even number of county and city appointees to the Sustainable Development Commission of 7 each.



**Sustainable Development Commission  
INTERGOVERNMENTAL AGREEMENT  
AMENDMENT NO. 2**

**COUNTY No. 0506025**

**and CITY No. \_\_\_\_\_**

This is an amendment to Intergovernmental Agreement No. \_\_\_\_\_ (Portland), and No. 0506025 (Multnomah County), as follows:

1. Under Section 4, Commission Members, subsection A. Composition, the existing text is deleted and the following is substituted:

A. Composition. The Commission shall consist of fourteen members appointed by the Jurisdictions. Seven of the Commission members shall be selected and appointed by the City. The City's appointments shall be made by the Mayor, subject to confirmation by the City Council. Seven of the Commission members shall be selected and appointed by the County. The County's appointments shall be made by the Chair, subject to confirmation by the County Board of Commissioners. The elected official who shall serve as the City's liaison to the Sustainable Development Commission shall be the Commissioner appointed to be in charge of the Office of Sustainable Development, or its successor. The elected official who shall serve as the county's liaison to the Sustainable Development Commission shall be the Commissioner appointed by the Board of County Commissioners.

2. All other terms and conditions of the referenced intergovernmental agreement remain in full force and effect.

APPROVED AND EXECUTED by the appropriate officer(s) who are duly authorized to execute this Agreement on behalf of the governing body of each Jurisdiction.

MULTNOMAH COUNTY, OREGON

CITY OF PORTLAND, OREGON

By 

By \_\_\_\_\_

Title Multnomah County Chair

Title \_\_\_\_\_

Date: 10/16/08

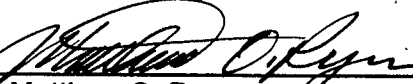
Date: \_\_\_\_\_

Reviewed:

Agnes Sowle, County Attorney  
For Multnomah County

\_\_\_\_\_  
Auditor, City of Portland

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

By   
Matthew O. Ryan  
Assistant County Attorney

\_\_\_\_\_  
Linda Meng, City Attorney  
Approved as to form



# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (Budget Modification)

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-3 DATE 10-16-08  
ANA KARNES, ASST BOARD CLERK

### Board Clerk Use Only

Meeting Date: 10/16/08  
Agenda Item #: C-3  
Est. Start Time: 9:30 AM  
Date Submitted: 09/29/08

### BUDGET MODIFICATION: HD-04

**Budget Modification HD-04 Authorizing Two Position Reclassifications within Various Divisions of the Health Department as Determined by the Class/Comp**  
**Agenda Unit of Central Human Resources and the Modification of FTE between Various**  
**Title: Other Existing Positions**

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

Requested Meeting Date: October 9, 2008 Amount of Time Needed: 5 Minutes  
Department: Health Department Division: Multiple  
Contact(s): Lester A. Walker Budget & Finance Manager  
Phone: (503) 988-3663 Ext. 26457 I/O Address: 167/2/210  
Presenter(s): N/A (Consent Agenda)

### General Information

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

Approval of staffing adjustments resulting from the re-classification of two positions and the modification of four other existing positions. These changes will not affect the Health Department's total for FY 2009. There will be no financial impact on the budget as a result of these changes.

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

1. Reclassify a 1.0 Program Development Technician to a 1.0 Program Development Specialist. Class Comp approved reclassification effective 9/01/2008 (re-class # 1051) to better suit the responsibilities of the position. This position will spend the majority of its time involved in a variety of grant development activities. This change impacts program offer 40035B Health Planning & Evaluation – Scaled Offer.
2. Reclassify a 1.0 Research Analyst 2 to a 1.0 Research Analyst 1. Class Comp approved reclassification effective 8/25/2008 (re-class # 1036) to better suit the responsibilities of the

position. This position will assist in the dissemination of study findings and in designing surveys; provide research support to PDES staff; and oversee office operations. This change impacts program offer 40035A Health Planning & Evaluation.

3. Increase Program Manager 1 position #700701 by 0.80 FTE, from 0.20 FTE currently to 1.0 FTE. Remove 0.80 FTE Program Supervisor from budget. This change in FTE better suits the needs of the division as a Program Manager is responsible for a small division while a Program Supervisor is responsible for a small program or single unit. This change impacts program offer 40034 Quality Assurance.
4. Increase Social Worker position #700390 by 0.40 FTE, from 0.60 FTE currently to 1.0 FTE. Decrease Licensed Community Practical Nurse position #700021 by 0.40 FTE, from 0.80 FTE to 0.40 FTE. This Social Worker is part of the Building Better Care Project and as such this FTE adjustment is necessary to enhance social work services at the North Portland Health Clinic. This change impacts program offer 40019 North Portland Health Clinic.

As a result of these changes the Health Department's budget will have the following changes:

- Permanent personnel budget will increase by \$3,431.
- Salary related expense budget will decrease by \$154.
- Insurance benefits budget will decrease by \$2,514.
- Printing budget will increase by \$24.
- Supplies budget will decrease by \$1,554
- Professional Services will increase by \$767.

These changes will have no financial impact on the budget.

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

There is no fiscal impact.

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

N/A

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

N/A

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## ATTACHMENT A

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### Budget Modification

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

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

No change in revenues

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

The Health Department's budget will have the following changes:

- Permanent personnel budget will increase by \$3,431.
- Salary related expense budget will decrease by \$154.
- Insurance benefits budget will decrease by \$2,514.
- Printing budget will increase by \$24.
- Supplies budget will decrease by \$1,554
- Professional Services will increase by \$767.

These changes will have no financial impact on the budget.

- **What do the changes accomplish?**

Change of classification of positions 713782 and 713787 to better fit the duties of those positions within the Health Department as determined by the Class/Comp Unit of Central Human Resources.

Increase in FTE of positions 700701 and 700390 by reducing current vacant positions to better fit programmatic needs.

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

1. Reclassify a 1.0 FTE Program Development Technician to a 1.0 FTE Program Development Specialist. Class Comp approved reclassification effective 9/01/2008 (re-class # 1051).
2. Reclassify a 1.0 FTE Research Analyst 2 to a 1.0 FTE Research Analyst 1. Class Comp approved reclassification effective 8/25/2008 (re-class # 1036).
3. Increase Program Manager 1 by 0.80 FTE, from 0.20 FTE currently to 1.0 FTE. Remove 0.80 FTE Program Supervisor from budget.
4. Increase Social Worker by 0.40 FTE, from 0.60 FTE currently to 1.0 FTE. Decrease Licensed Community Practical Nurse position #700021 by 0.40 FTE, from 0.80 FTE to 0.40 FTE.

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

N/A

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

N/A

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

N/A

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

N/A

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

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**BUDGET MODIFICATION: HD-04**

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### Required Signatures

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

*Lillian Shirley*

**Date:** 09/26/08

**Budget Analyst:**

*Angela Burdine*

**Date:** 09/29/08

**Department HR:**

*Theresa Fuller Poe*

**Date:** 09/23/08

**Countywide HR:**

**Date:**

Budget Modification ID: **HD-09-04****EXPENDITURES & REVENUES**

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

**Budget/Fiscal Year: 2009**

Line No.	Fund Center	Fund Code	Program #	Func. Area	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
						Cost Center	WBS Element						
1	40-16	1000	40035B	30		401601		60000	598,276	600,672	2,396		Reclass PDT to PDS.
2	40-16	1000	40035B	30		401601		60130	179,104	179,858	754		Reclass PDT to PDS.
3	40-16	1000	40035B	30		401601		60140	138,278	136,682	(1,596)		Reclass PDT to PDS.
4	40-16	1000	40035B	30		401601		60240	12,950	11,396	(1,554)		Decrease supplies by 1,554.
5	40-80	1000	40034	30		407006		60000	427,656	427,994	338		Increase FTE of PM1 reduce FTE of PS.
6	40-80	1000	40034	30		407006		60130	128,854	127,727	(1,127)		Increase FTE of PM1 reduce FTE of PS.
7	40-80	1000	40034	30		407006		60140	88,888	88,910	22		Increase FTE of PM1 reduce FTE of PS.
8	40-80	1000	40034	30		407006		60170	125,000	125,767	767		Increase Professional Svcs by \$767.
9	40-70	26030	40019	30			47600-00-26030	60000	923,659	924,356	697		Increase FTE of SW reduce FTE of LPN.
10	40-70	26030	40019	30			47600-00-26030	60130	300,893	301,112	219		Increase FTE of SW reduce FTE of LPN.
11	40-70	26030	40019	30			47600-00-26030	60140	251,251	250,311	(940)		Increase FTE of SW reduce FTE of LPN.
12	40-70	26030	40019	30			47600-00-26030	60180	12,359	12,383	24		Increase printing by \$24.
13	72-10	3500	40013B	20		705210		50316		2,514	2,514		Insurance Revenue
14	72-10	3500	40013B	20		705210		60330		(2,514)	(2,514)		Offsetting Transaction
15										0			
16										0			
17										0			
18										0			
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27										0			
28										0			
29										0			
											0	0	Total - Page 1
											0	0	GRAND TOTAL



## ANNUALIZED PERSONNEL CHANGE

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

[illegible]

**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.**

[illegible]



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 10/16/08  
Agenda Item #: C-4  
Est. Start Time: 9:30 AM  
Date Submitted: 10/02/08

**Agenda Title:** **RESOLUTION Authorizing the Execution of a Contract Between Multnomah County, Seller, and Slabtown Properties LLC, Purchaser of a Tax Foreclosed Property Sold at Public Auction and Deed to Purchaser at Contract Completion**

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

<b>Date Requested:</b>	<u>October 16, 2008</u>	<b>Time Requested:</b>	<u>Consent Item</u>
<b>Department:</b>	<u>Community Services</u>	<b>Division:</b>	<u>Tax Title</u>
<b>Contact(s):</b>	<u>Gary Thomas</u>		
<b>Phone:</b>	<u>503-988-3590</u>	<b>Ext.</b>	<u>22591</u>
<b>Presenter(s):</b>	<u>Gary Thomas</u>		
<b>I/O Address:</b>	<u>503/4/TT</u>		

### General Information

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

The Tax Title Section is requesting the Board to approve the sale of a tax foreclosed property purchased at public auction held August 6, 2008 on contract to the highest bidder Slabtown Properties LLC.

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

The subject property is located at 11355 NE Flanders St. The house is a one level Ranch style house built in 1952 with full unfinished basement and a 13' x 24' attached garage. It sits on a 65' x 142.5 fenced lot with a large backyard. There is approximately 902 square feet of living area with one bathroom and two bedrooms. Some of the interior walls and ceilings have recent paint. The interior floors are hardwood in fair to average condition. The bathroom and kitchen areas have not been updated and are in fair condition. The forced air oil furnace is in the basement. The basement is dry and has good ceiling height. According to the City of Portland records the current zoning is R5a. The property was not made available to the Affordable Housing Development Program.

Slabtown Properties LLC was the highest bidder at the Public Auction with a bid of

\$160,500 for this parcel. The County acknowledges receipt of the sum of \$28,800 as deposit paid by the Buyer on the day of the auction. At the contract signing the buyer has agreed to put an additional \$3,300 and carry the remaining balance of \$128,400 on a 15 year contract at 7% annual interest.

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

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

The auction contract purchase will allow for the recovery of the delinquent taxes, fees, and expenses. The sale will also reinstate the property on the tax roll.

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

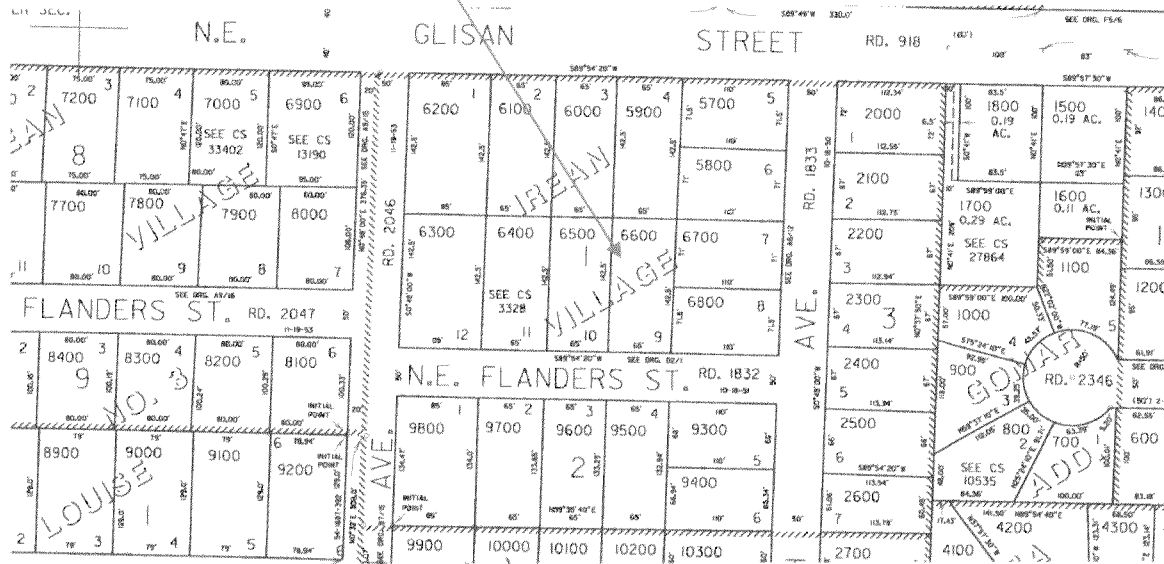
No legal issues are expected. The parcel will be deeded "As Is" without guarantee of clear title.

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

No citizen or government participation is anticipated.

# EXHIBIT A

Property No.: 1  
Tax Account Number R187141  
Location: 11355 NE Flanders St



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**Required Signature**

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**Department/  
Agency Director:**

*M. Cecilia Johnson*

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**Date:** 10/01/08

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BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

Authorizing the Execution of a Contract Between Multnomah County, Seller, and Slabtown Properties LLC, Purchaser of a Tax Foreclosed Property Sold at Public Auction and Deed to Purchaser at Contract Completion

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

- a. On August 6, 2008 Multnomah County conducted a public auction and sale of tax-foreclosed real property, including the property described below (the Property).
- b. The public sale was conducted consistent with the requirements of ORS 275.110 to 275.250 and MCC Chapter 7.
- c. Slabtown Properties LLC was the highest bidder with a bid of \$160,500 for the Property.
- d. The Sheriff delivered to the purchaser a Certificate of Sale as required under ORS 275.150 containing the legal description of the Property, the whole purchase price, the amount paid in cash, and the dates upon which future payments will become due.

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

1. The Chair on behalf of Multnomah County is authorized to execute a purchase agreement with Slabtown Properties LLC, the Purchaser, for the sale of the Property substantially in compliance with the "Contract of Sale" agreement, as set forth in the attached Exhibit A.
2. Simultaneously with the execution of the Contract of Sale, the County and Purchaser shall execute a "Memorandum of Contract of Sale" substantially in compliance with the draft of said Memorandum as set forth in the attached Exhibit A; which shall be recorded in the County's Deed Records.
3. Upon Purchaser's performance of all the obligations of the Contract of Sale and upon Tax Title's receipt of the full balance due, the Chair on behalf of Multnomah County, is authorized to execute a bargain and sale deed conveying to Slabtown Properties LLC, the following described real property:

LOT 9 BLOCK 1

IREAN VILLAGE & PLAT 2-3

ADOPTED this 16th day of October, 2008.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

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

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

**Exhibit A (Resolution)**

**CONTRACT OF SALE**

**Opening Clause:**

DATED: \_\_\_\_\_, 2008.

BETWEEN: MULTNOMAH COUNTY, ("Seller")  
(A Political Subdivision of the State of Oregon)  
501 SE Hawthorne, Portland, Oregon 97214

AND: Slabtown Properties LLC ("Purchaser")  
PO Box 14157  
Portland OR 97293

Seller owns real property located in Multnomah County, Oregon, and more particularly described as:

LOT 9 BLOCK 1                      IREAN VILLAGE & PLAT 2-3

(Hereinafter the "Property"). Seller agrees to sell the Property to Purchaser and Purchaser agrees to buy the Property from Seller for the price and on the terms and conditions set forth below:

**Tax Statement:** Until a change is requested, all tax statements shall be sent to:

Slabtown Properties LLC  
PO Box 14157  
Portland OR 97293

**Section 1. Purchase Price and Payment**

**1.1 Total Purchase Price.** Purchaser promises to pay Seller as the total purchase price for the Property the sum of \$160,500 (US).

**1.2 Payment of Total Purchase Price.** The total purchase price will be paid as follows:

**1.2.1 Down Payment.** On or before the Closing Date, as defined in Section 3.1, Purchaser will pay the sum of \$32,100 in immediately available funds as a down payment of 20% on the purchase price, which sum will include any amount previously paid to Seller; to be applied to the purchase price at closing.

**1.2.2 Interest Rate and Scheduled Payment Dates.** Interest on the remaining balance of \$128,400 will accrue at the rate of 7% per annum from the Closing Date.

The unpaid balance of the purchase price will be paid in monthly installments of principal and all accrued but unpaid interest with the first installment due on \_\_\_\_\_, 2008, and with subsequent installments due on the 15th day of each month thereafter. If the Closing Date falls on a date other than the first day of a monthly installment period, at closing, Purchaser will pay an amount equal to the interest that will accrue from \_\_\_\_\_ (*Insert Closing Date*) through the end of the first partial month in which closing occurs. Each payment will be applied first to interest to due date, then to amounts past due to Seller under this contract other than principal or interest, and the balance to principal.

**1.2.3 Maturity Date.** All unpaid principal and all accrued but unpaid interest must be paid in full on \_\_\_\_\_, 2023 the 15<sup>th</sup> anniversary of the Closing Date.

**1.3 Prepayments.** Purchaser may on any installment due date prepay without penalty all or any portion of the unpaid principal. All prepayments will be applied first to accrued but unpaid interest to date, then to amounts due Seller under this Contract other than principal or interest, then to the last installment of principal scheduled under this Contract, and will not excuse Purchaser from making the regular monthly payments when due under this Contract until the remaining balance has been paid in full. This paragraph applies to any payments due under this Contract that are accelerated because of Purchaser's default under any of the provisions of this Contract.

**1.4 Payments to Third Parties.** If Purchaser fails to pay when due any amounts required under this Contract to be paid to third parties by Purchaser, Seller may, but will not be obligated to, pay any or all such amounts directly to such third parties or otherwise to cure any such failure. If Seller makes any such payments, the amounts so paid will be immediately due and payable by Purchaser to Seller. Until paid, such amounts will be secured by this Contract and will be added to the principal balance due under this Contract and will bear interest at the Contract rate. Seller's election to make any payments pursuant to this Section 1.4 will not constitute a waiver of Seller's right to declare Purchaser to be in default of this Contract and to exercise any remedies described in Section 9.2. In the event of any such payment by Seller, Seller will also be subrogated to the rights of the third party to whom the payment is made.

### **WARNING**

Unless Purchaser provides Seller with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

**1.5 Place of Payments.** All payments to Seller must be made to the address shown above or to another place or person that Seller may designate by written notice to Purchaser.

## **Section 2. Taxes and Liens**

**2.1 Obligation to Pay.** Purchaser must pay when payable all taxes and assessments that are levied against the Property after the Closing Date but Purchaser may elect to pay taxes and assessments in accordance with any available installment method.

**2.2 Tax Statements.** Purchaser will provide Seller with written evidence reasonably satisfactory to Seller that all taxes and assessments have been paid when due. Purchaser will submit this evidence on the request of Seller, which request must be made no more frequently after each required payment of taxes and assessments.

## **Section 3. Closing**



**3.1 Closing Date.** This transaction must be closed on \_\_\_\_\_, 2008. As used in this Contract, the *Closing Date* means the date on which this Contract or a memorandum of this Contract is recorded. The closing will occur at the offices of Multnomah County.

**3.2 Responsibility of Parties.** At closing, Purchaser must pay the amount of cash specified in Section 1.2.1 above, and Seller must have received a commitment for the issuance of a purchaser's policy of title insurance as described in Section 6.

**3.3 Prorates and Closing Costs.** Except as otherwise provided in this Contract, all items to be prorated will be prorated as of \_\_\_\_\_, 2008.

#### **Section 4. Possession**

**4.1 Possession.** Purchaser will be entitled to possession of the Property from and after \_\_\_\_\_, 2008; however, Seller and Seller's agents may enter on the Property at reasonable times on reasonable prior notice to Purchaser for the purpose of inspecting the Property.

#### **Section 5. Maintenance and Alterations**

**5.1 Maintenance.** Purchaser will keep all buildings, other improvements, and landscape now existing or that will be placed on the Property in good condition and repair, and will not permit any waste or removal of the improvements, nor make any substantial improvements or alterations without the prior written consent of Seller.

**5.1.1 Improvements.** If Purchaser desires to alter or further improve all or any portion of the Property, Purchaser must first submit complete final plans, specifications, site plans, drawings, schedules, and cost estimates for the proposed alteration or improvement and obtain Seller's written consent before proceeding to do or permit any work or to order any services or materials with respect to that work. As a condition of granting its consent, among other conditions, Seller may require Purchaser to provide a construction and completion bond or other security in an amount and of a nature satisfactory to Seller to cover the proposed costs of construction of the proposed alterations or improvements. All alterations and improvements constructed by or for Purchaser must be completed by reputable Oregon licensed contractors without defects in conformance, lien-free, with plans, specifications, and drawings approved beforehand in writing by Seller as provided above, and in conformance with standards in the industry. No approval by Seller will be deemed a representation or warranty of Seller that the approved items or conduct are otherwise lawful, safe, or appropriate, or relieve Purchaser from strict compliance with all other provisions of this Contract and all applicable law.

**5.1.2 Prohibited Activities.** Purchaser will not use or suffer the use of all or any of the Property for any "nuisance" as defined in ORS 105.555, or so as to constitute an *illegal drug manufacturing site* as that term is defined in ORS 453.858(2), as those statutes may now or hereafter be amended, supplemented, or superseded, or otherwise do or allow any act or omission on or about the Property that could subject the Property or Seller's or Purchaser's interest in the Property to forfeiture or the risk of forfeiture.

**5.1.3 Governmental Damage.** If any damage or destruction of the Property or any portion of it is caused by any governmental or quasi-governmental authority, and to the extent that the same is not a compensable taking under the state or federal constitution, or directly caused by the act or omission of Seller, Purchaser will promptly repair and restore the same at its expense.

**5.1.4 Timber and Minerals.** Purchaser will not cut or remove any timber or forest products from the Property. Purchaser will not extract, process, mine, or otherwise exploit any oil, gas, mineral, or other valuable deposit on or under the Property.

**5.1.5 Hazardous Substances.** Purchaser will comply fully with all laws pertaining to the protection of human health and the environment, including but not limited to employee and community right-to-know laws and all laws regarding the use, generation, storage, transportation, treatment, disposal, or other handling of Hazardous Substances. Purchaser will

promptly advise Seller in writing of any Hazardous Substances regulated by such laws that are used, generated, manufactured, stored, transported, or otherwise handled on the Property. Purchaser will exercise extreme care in handling any Hazardous Substances and will not cause or permit Hazardous Substances to be spilled, leaked, disposed of, or otherwise released on the Property. The term **Hazardous Substance** means any hazardous, toxic, radioactive, or infectious substance, material, or waste as defined, listed, or regulated under any law pertaining to the protection of human health or the environment, and includes without limitation petroleum oil and its fractions.

## **Section 6. Insurance**

**6.1 Property Damage Insurance.** Purchaser will procure and maintain policies of all-risk insurance with standard extended coverage endorsements on a replacement-cost basis covering all improvements on the Property in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Seller (under a standard mortgagee's clause) and Purchaser as their respective interests may appear. The policies must be primary with respect to all covered risks, and must be written in such form with such terms and by such insurance companies reasonably acceptable to Seller. Purchaser will deliver to Seller certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of 15 days' written notice to Seller. In the event of loss, Purchaser will give immediate notice to Seller. Seller may make proof of loss if Purchaser fails to do so within 15 days of the casualty.

**6.2 Liability Insurance.** During the term of this Contract, Purchaser will maintain commercial general liability insurance with an aggregate limit of not less than \$2,000,000; limit of not less than \$1,000,000 per occurrence. Such insurance must be written on an occurrence basis and must be primary with respect to all other insurance covering any of the insured risks; must cover all risks arising directly or indirectly out of Purchaser's activities on or any condition of the Property, whether or not related to an occurrence caused or contributed to by Seller's negligence; must include a contractual liability clause to protect Purchaser against the claims of Seller on account of the obligations assumed by Purchaser under Section 7; and must protect Seller and Purchaser against claims of third persons. Such policies must be written in such form, with such terms and by such insurance companies reasonably acceptable to Seller. Purchaser will deliver to Seller certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of 15 days' written notice to Seller.

**6.3 Purchaser's Report on Insurance.** Within 60 days after the close of each calendar year Purchaser will furnish to Seller a report on each existing policy of insurance required under this Contract showing:

- (1) The name of the insurer;
- (2) The risks insured;
- (3) The amount of the policy;
- (4) The property insured, the then-current replacement cost of the property, and the manner of determining that cost; and
- (5) The expiration date of the policy.

Upon Seller's request, Purchaser will have an independent appraiser satisfactory to Seller determine the replacement cost of the Property.

**6.4 Application of Proceeds.** All proceeds of any insurance on the Property must be paid to and held by Seller. Purchaser will repair or replace the damaged or destroyed improvements in a manner satisfactory to Seller. On satisfactory proof of lien-free restoration of the Property to at least its condition and value immediately before the damage or destruction, Seller will pay or reimburse Purchaser from the proceeds (net of Seller's reasonable cost of recovering and administering such proceeds and monitoring Purchaser's restoration activities) for the reasonable cost of repair or restoration to the extent of such proceeds received by Seller.

If Purchaser elects not to restore the Property, and the net proceeds are sufficient to pay all amounts owed Seller under this Contract; at the election of Seller; Seller will retain a sufficient amount of the proceeds to pay all amounts owed Seller under this Contract, and will pay the balance to Purchaser. Any proceeds that have not been paid out within thirty (30) days after their receipt and that Purchaser has not committed to the repair or restoration of the Property must be used to prepay first accrued interest and then principal of Purchaser's indebtedness.

**Section 7. Purchaser's Indemnification of Seller.** Purchaser will forever indemnify, reimburse, and hold Seller, its employees, officers; agents and contractors (the Indemnities) harmless and, at Seller's election, defend the Indemnities for, from, and against any and all claims, costs, expenses (including attorney fees), losses, damages, fines, charges, actions, or other liabilities of any description arising out of or in any way connected with (1) Purchaser's possession or use of the Property, (2) Purchaser's conduct with respect to the Property, (3) any condition of the Property to the extent that the same arises from or after the Closing Date and is not caused or contributed to by Seller, or (4) Purchaser's breach of any warranty or representation made by Purchaser in this Contract. In the event of any litigation or proceeding brought against Seller and arising out of or in any way connected with any of the above events or claims, against which Purchaser agrees to defend Seller, Purchaser will, on notice from Seller, vigorously resist and defend such actions or proceedings in consultation with Seller through legal counsel reasonably satisfactory to Seller. These obligations with respect to the acts or omissions of the Purchaser will run to any invitee, partner, agent, employee, director, officer, contractor, tenant, permittee of Purchaser and will survive any termination or satisfaction of this contract.

**Section 8. Deed**

On payment of the total purchase price for the Property as provided in this Contract and Purchaser's performance of all other terms, conditions, and provisions of this Contract, Seller will forthwith deliver to Purchaser a bargain and sale deed conveying the Property.

**Section 9. Default**

**9.1 Events of Default.** Time is of the essence of this Contract. A default will occur under any of the following circumstances:

(1) Purchaser's failure to make any payment when due. No notice of default and no opportunity to cure will be required if during any 12-consecutive-month period Seller has already sent two notices to Purchaser concerning nonpayment or late payment under this Contract.

(2) Purchaser's failure to perform any other obligations contained in this Contract within 15 days after notice from Seller specifying the nature of the default or, if the default cannot be cured within 15 days, failure within such time to commence and pursue curative action with reasonable diligence. No notice of default and no opportunity to cure will be required if, during any 12-consecutive-month period, Seller has already sent two notices to Purchaser concerning default in the performance of the same Contract provision.

(3) Purchaser's dissolution, termination of existence, insolvency on a balance-sheet basis, or business failure; Purchaser's commencement of a voluntary case under the federal bankruptcy laws or under other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Purchaser in an involuntary case under the federal bankruptcy laws or under any other applicable federal or state law relating to insolvency or debtor's relief; the appointment or the consent by Purchaser to the appointment of a receiver, trustee, or custodian of Purchaser or of any of Purchaser's property; Purchaser's assignment for the benefit of creditors or Purchaser's failure generally to pay its debts as they become due. If (one of the parties collectively referred to as Purchaser / a party standing in the place of

Purchaser) suffers an event of default under this subsection, that event of default will be considered the default of Purchaser.

(4) Purchaser's making or suffering a fraudulent transfer or conveyance under applicable federal or state law; Purchaser's concealment of any of its property from creditors; Purchaser's making or suffering a preference within the meaning of the federal bankruptcy law; or the imposition of a lien through legal proceedings or distraint on any of the property of Purchaser. If one of the parties collectively referred to as Purchaser suffers an event of default under this subsection, that event of default will be considered the default of Purchaser.

**9.2 Remedies of Default.** In the event of a default, Seller may take any one or more of the following steps:

(1) Seller may elect to cancel this land sale contract as provided under ORS 275.220.  
(2) Seller may declare the entire balance of the purchase and interest immediately due and payable.

(3) Seller may foreclose this Contract by suit in equity.  
(4) Seller may specifically enforce the terms of this Contract by suit in equity.  
(5) With respect to any part of the Property that constitutes personal property in which Seller has a security interest, Seller may exercise the rights and remedies of a secured party as provided by the Uniform Commercial Code.

(6) If Purchaser fails to make any payment within 15 days after it is due, Seller may elect to impose a late charge not to exceed five cents per dollar of the installment, in addition to and not in lieu of any and all other rights and remedies available to Seller. Seller's demand or acceptance of such a late charge will not cure or waive Purchaser's default.

(7) Seller will be entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Property exceeds the amount of the balance due under this Contract, and any receiver appointed may serve without bond. Employment by Seller will not disqualify a person from serving as a receiver. On taking possession of all or any part of the Property, the receiver may:

(a) Use, operate, manage, control, and conduct business on the Property and make necessary expenditures for all maintenance and improvements that in its judgments are proper;

(b) Collect all rents, revenues, income, issues, and profits (the "Income") from the Property and apply those sums to the necessary expenses of use, operation, and management;

(c) At Seller's option, complete any construction in progress on the Property and, in that connection, pay all bills, borrow funds, employ contractors, and make any changes in plans and specifications as Seller deems appropriate.

If the revenues produced by the Property are insufficient to pay expenses, the receiver may borrow, from Seller or otherwise, such sums as the receiver deems necessary for the purposes stated in this paragraph, and repayment of those sums will be secured by this Contract. Amounts borrowed from or advanced by Seller will bear interest at the same rate as the balance of the purchase price under this Contract from the date of expenditure until repaid and must be paid by Purchaser on demand.

(8) Purchaser hereby assigns to Seller all the Income from the Property, whether now or hereafter due. Before default, Purchaser may operate and manage the Property and collect the Income from the Property. In the event of default and at any time thereafter, Seller may revoke Purchaser's right to collect the Income from the Property and may, either itself or through a receiver, collect the same. To facilitate collection, Seller may notify any tenant or other user to make payments of rents or use fees directly to Seller. If the Income is collected by Seller, then Purchaser irrevocably designates Seller as Purchaser's attorney-in-fact with full power of substitution and coupled with an interest to endorse instruments received in payment thereof in the name of Purchaser and to negotiate the same and collect the proceeds. Payments by tenants or other users to Seller in response to Seller's demand will satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Seller will apply

the Income first to the Seller's expenses of renting or collection and the balance (if any) to the payment of sums due from Purchaser to Seller under this Contract.

**9.3 Remedies Not Exclusive.** The remedies provided above are nonexclusive and in addition to any other remedies provided by law.

#### **Section 10. Annual Reports**

Within 60 days after the close of each calendar year, if applicable Purchaser will furnish to Seller a statement of net operating income received from the Property during the previous calendar year prepared in accordance with generally accepted accounting principles consistently applied in such detail as Seller requires, "*Net operating income*" means all cash receipts from the Property minus all reasonable and customary expenditures made in connection with the operation of the Property.

#### **Section 11. Waiver**

The failure of either party at any time to require performance of any provision of this Contract will not limit the party's right to enforce the provision except to the extent expressly set forth in a writing signed by that party; nor will any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

#### **Section 12. Assignment and Successor Interests**

12.1 This Contract is binding on and inures to the benefit of the parties, their successors, and assigns but no interest of Purchaser may be assigned, subcontracted, or otherwise transferred, voluntarily or involuntarily, without the prior written consent of Seller; which consent is conditioned (in Seller's sole discretion) on Seller's approval of the financial wherewithal of any potential assignee; as shown by any relevant information regarding such assignee; including but not limited to the assignee's annual income, liabilities, credit history, etc. Seller's consent to one transfer will not constitute consent to other transfers or waiver of this section. As a condition of such consent, Seller may elect to increase the interest rate under this Contract by not more than 9 % per annum from the date of the transfer. Any increase in the interest rate under this Contract will entitle the Seller to increase monthly payments to the amount necessary to retire the obligation within the stipulated time provided for in this Contract. Any attempted assignment in violation of this provision will be void and of no effect with respect to Seller.

12.2 Purchaser and any other person at any time obligated for the performance of the terms of this Contract hereby waive notice of and consent to any and all extensions and modifications of this Contract or the release of any person or persons from liability under the Contract granted by Seller. Any such extensions or modifications or releases will not in any way release, discharge, or otherwise affect the liability of any person at any time obligated under this Contract or any guarantor of such person's obligations.

#### **Section 13. Prior Agreements**

This document is the entire, final, and complete agreement of the parties pertaining to the sale and purchase of the Property, and supersedes and replaces all prior or existing written and oral agreements (including any earnest money agreement) between the parties or their representatives relating to the Property.

#### **Section 14. Notice**

Any notice under this Contract must be in writing and will be effective when actually delivered in person or five days after being deposited in the U.S. mail, registered or certified, return receipt requested, postage prepaid and addressed to the party at the address provided in this Section; or such other address as either party may designate by written notice to the other.

14.1 Notice for the Seller shall be sent to:

Gary Thomas  
Multnomah County Tax Title Division  
501 SE Hawthorne Blvd, Rm. 175  
Portland, Oregon 97214

14.2 Notice for the Purchaser shall be sent to: Slabtown Properties LLC  
PO Box 14157  
Portland OR 97293

### **Section 15. Applicable Law**

This Contract shall be governed by, and construed in accordance with, the laws of the state of Oregon; any cause of action or suit relating to this Contract shall be brought in State Circuit Court for Multnomah County, Oregon.

### **Section 16. Costs and Attorney Fees**

**16.1 No Suit or Action Filed.** If either party to this Contract seeks legal counsel because of a default in the payment or performance of any of its terms, the defaulting party must pay, immediately on demand, the other party's reasonable attorney fees, collection costs, costs of either a litigation or a foreclosure report (whichever is appropriate), even though no suit or action is filed thereon, and any other fees or expenses incurred by the non-defaulting party.

**16.2 Arbitration or Mediation; Trial and Appeal.** If any arbitration, mediation, or other proceeding is brought in lieu of litigation, or if suit or action is instituted to enforce or interpret any of the terms of this Contract, or if suit or action is instituted in a bankruptcy court for a United States District Court to enforce or interpret any of the terms of this Contract, to seek relief from an automatic stay, to obtain adequate protection, or to otherwise assert Seller's interest in a bankruptcy proceeding, the party not prevailing must pay the prevailing party's costs and disbursements, the fees and expenses of expert witnesses in determining reasonable attorney fees under ORCP 68, the actual cost of a litigation or foreclosure report, and any sums that the court may determine to be reasonable for the prevailing party's attorney fees connected with the trial and any appeal and by petition for review thereof; in addition, the Court must award the prevailing party reasonable attorney fees for collecting any resulting judgment.

**16.3 Definitions.** For purposes of this Contract, the term *attorney fees* includes all charges of the prevailing party's lawyers and their staff (including without limitation legal assistants, paralegals, word processing, and other support personnel) and any post-petition fees in a bankruptcy court. For purposes of this Contract, the term *fees and expenses* includes but is not limited to long-distance telephone charges; expenses of facsimile transmission; expenses for postage (including costs of registered or certified mail and return receipts), express mail, or parcel delivery; mileage and all deposition charges, including but not limited to court reporters' charges, appearance fees, and all costs of transcription; costs incurred in searching records; and the cost of title reports or surveyor's reports.

### **Section 17. Number, Gender, and Captions**

As used in this Contract, the singular includes the plural, and the plural the singular. The masculine and neuter each include the masculine, feminine, and neuter, as the context requires. All captions used in this Contract are intended solely for convenience of reference and in no way limit any of the provisions of this Contract.

### **Section 18. Survival of Covenants**

Any covenants the full performance of which is not required before the closing or final payment of the purchase price and delivery of the deed will survive the closing and the final

payment of the purchase price and the delivery of the deed and be fully enforceable thereafter in accordance with their terms.

#### **Section 19. Condition of Property**

Purchaser accepts the land, buildings, improvements, any personal property sold under this Contract, and all other aspects of the Property in their present condition, AS IS, WHERE IS, including latent defects, without any representations or warranties from Seller or any agent or representative of Seller, expressed or implied, except for such warranties that may arise by law under the Deed and except as otherwise specifically set forth in this Contract. Purchaser agrees that Purchaser has ascertained, from sources other than Seller or any agent or representative of Seller, the condition of the Property, its suitability for Purchaser's purposes, and the applicable zoning, building, housing, and other regulatory ordinances and laws affecting the Property. Purchaser accepts the Property with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the Property.

#### **Section 20. Memorandum of Contract**

On the Closing Date, the parties will cause a memorandum of this contract to be recorded in the Deed Records of Multnomah County, Oregon, in form and content substantially as set forth in the attached form but, if the parties have not completed such a memorandum in recordable form and delivered the same date to the escrow agent by the Closing Date, this Contract must be recorded in its entirety

#### **Section 21. Statutory Disclaimer**

The following disclaimer is made pursuant to ORS 93.040(2):  
THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

### Closing Clause:

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate as of the day and year first above written.

**For Seller:**

### For Purchasers:

/s/  
Ted Wheeler, Chair of the Multnomah  
County Board of Commissioners

/s/

**Print Name:** \_\_\_\_\_

Print Name: \_\_\_\_\_

**STATE OF OREGON)**  
**) ss:**  
**County of Multnomah)**

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by \_\_\_\_\_.

/s/

**Title:** \_\_\_\_\_

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

[illegible]

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by \_\_\_\_\_ as  
of \_\_\_\_\_

/s/

**Title:** \_\_\_\_\_

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

**STATE OF OREGON)**  
**) ss:**  
**County of Multnomah)**

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

/s/

**Title:** \_\_\_\_\_

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



Recorded at the request of:

Tax Title

503/4

After recording return to:

Tax Title

503/4

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

Slabtown Properties LLC

PO Box 14157

Portland OR 97293

# MEMORANDUM OF CONTRACT OF SALE

DATED: \_\_\_\_\_, 2008.

BETWEEN: MULTNOMAH COUNTY, ("Seller")  
(A Political Subdivision of the State of Oregon)  
501 SE Hawthorne, Portland, Oregon 97214

AND: Slabtown Properties LLC ("Purchaser")  
PO Box 14157  
Portland OR 97293

Pursuant to a Contract of Sale dated \_\_\_\_\_, 2008; Seller sold to Purchaser Seller's interest in that certain property in Multnomah County, Oregon, more particularly described as:

LOT 9 BLOCK 1 IREAN VILLAGE & PLAT 2-3

If not earlier paid, all amounts owed under the Contract of Sale will be due and payable on \_\_\_\_\_, 2023. The true and actual consideration for this conveyance is \$160,500 (US)

The following disclaimer is made pursuant to ORS 93.040(2):

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

Property Tax Account No. R187141

IN WITNESS WHEREOF, the parties have caused this memorandum to be executed as of the day and year first above written.

For Seller:

For Purchaser:

\_\_\_\_\_  
Ted Wheeler, Chair of the Multnomah  
County Board of Commissioners

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF OREGON)

) ss:

County of Multnomah )

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by \_\_\_\_\_.

\_\_\_\_\_  
/s/

\_\_\_\_\_  
Title:

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

STATE OF OREGON)

) ss:

County of Multnomah )

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by \_\_\_\_\_ as  
\_\_\_\_\_ of Slabtown Properties LLC.

\_\_\_\_\_  
/s/

\_\_\_\_\_  
Title:

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

STATE OF OREGON)

) ss:

County of Multnomah )

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by \_\_\_\_\_ as  
\_\_\_\_\_ of Slabtown Properties LLC.

\_\_\_\_\_  
/s/

\_\_\_\_\_  
Title:

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 08-138**

Authorizing the Execution of a Contract Between Multnomah County, Seller, and Slabtown Properties LLC, Purchaser of a Tax Foreclosed Property Sold at Public Auction and Deed to Purchaser at Contract Completion

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

- a. On August 6, 2008 Multnomah County conducted a public auction and sale of tax-foreclosed real property, including the property described below (the Property).
- b. The public sale was conducted consistent with the requirements of ORS 275.110 to 275.250 and MCC Chapter 7.
- c. Slabtown Properties LLC was the highest bidder with a bid of \$160,500 for the Property.
- d. The Sheriff delivered to the purchaser a Certificate of Sale as required under ORS 275.150 containing the legal description of the Property, the whole purchase price, the amount paid in cash, and the dates upon which future payments will become due.

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

1. The Chair on behalf of Multnomah County is authorized to execute a purchase agreement with Slabtown Properties LLC, the Purchaser, for the sale of the Property substantially in compliance with the "Contract of Sale" agreement, as set forth in the attached Exhibit A.
2. Simultaneously with the execution of the Contract of Sale, the County and Purchaser shall execute a "Memorandum of Contract of Sale" substantially in compliance with the draft of said Memorandum as set forth in the attached Exhibit A; which shall be recorded in the County's Deed Records.
3. Upon Purchaser's performance of all the obligations of the Contract of Sale and upon Tax Title's receipt of the full balance due, the Chair on behalf of Multnomah County, is authorized to execute a bargain and sale deed conveying to Slabtown Properties LLC, the following described real property:

LOT 9 BLOCK 1

IREAN VILLAGE & PLAT 2-3

ADOPTED this 16th day of October, 2008.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:

M. Cecilia Johnson, Director, Dept. of Community Services

**Exhibit A (Resolution)**

**CONTRACT OF SALE**

**Opening Clause:**

DATED: \_\_\_\_\_, 2008.

BETWEEN: MULTNOMAH COUNTY, ("Seller")  
(A Political Subdivision of the State of Oregon)  
501 SE Hawthorne, Portland, Oregon 97214

AND: Slabtown Properties LLC ("Purchaser")  
PO Box 14157  
Portland OR 97293

Seller owns real property located in Multnomah County, Oregon, and more particularly described as:

LOT 9 BLOCK 1 IREAN VILLAGE & PLAT 2-3

(Hereinafter the "Property"). Seller agrees to sell the Property to Purchaser and Purchaser agrees to buy the Property from Seller for the price and on the terms and conditions set forth below:

**Tax Statement:** Until a change is requested, all tax statements shall be sent to:

Slabtown Properties LLC  
PO Box 14157  
Portland OR 97293

**Section 1. Purchase Price and Payment**

**1.1 Total Purchase Price.** Purchaser promises to pay Seller as the total purchase price for the Property the sum of \$160,500 (US).

**1.2 Payment of Total Purchase Price.** The total purchase price will be paid as follows:

**1.2.1 Down Payment.** On or before the Closing Date, as defined in Section 3.1, Purchaser will pay the sum of \$32,100 in immediately available funds as a down payment of 20% on the purchase price, which sum will include any amount previously paid to Seller; to be applied to the purchase price at closing.

**1.2.2 Interest Rate and Scheduled Payment Dates.** Interest on the remaining balance of \$128,400 will accrue at the rate of 7% per annum from the Closing Date.

The unpaid balance of the purchase price will be paid in monthly installments of principal and all accrued but unpaid interest with the first installment due on \_\_\_\_\_, 2008, and with subsequent installments due on the 15th day of each month thereafter. If the Closing Date falls on a date other than the first day of a monthly installment period, at closing, Purchaser will pay an amount equal to the interest that will accrue from \_\_\_\_\_ (*Insert Closing Date*) through the end of the first partial month in which closing occurs. Each payment will be applied first to interest to due date, then to amounts past due to Seller under this contract other than principal or interest, and the balance to principal.

**1.2.3 Maturity Date.** All unpaid principal and all accrued but unpaid interest must be paid in full on \_\_\_\_\_, 2023 the 15<sup>th</sup> anniversary of the Closing Date.

**1.3 Prepayments.** Purchaser may on any installment due date prepay without penalty all or any portion of the unpaid principal. All prepayments will be applied first to accrued but unpaid interest to date, then to amounts due Seller under this Contract other than principal or interest, then to the last installment of principal scheduled under this Contract, and will not excuse Purchaser from making the regular monthly payments when due under this Contract until the remaining balance has been paid in full. This paragraph applies to any payments due under this Contract that are accelerated because of Purchaser's default under any of the provisions of this Contract.

**1.4 Payments to Third Parties.** If Purchaser fails to pay when due any amounts required under this Contract to be paid to third parties by Purchaser, Seller may, but will not be obligated to, pay any or all such amounts directly to such third parties or otherwise to cure any such failure. If Seller makes any such payments, the amounts so paid will be immediately due and payable by Purchaser to Seller. Until paid, such amounts will be secured by this Contract and will be added to the principal balance due under this Contract and will bear interest at the Contract rate. Seller's election to make any payments pursuant to this Section 1.4 will not constitute a waiver of Seller's right to declare Purchaser to be in default of this Contract and to exercise any remedies described in Section 9.2. In the event of any such payment by Seller, Seller will also be subrogated to the rights of the third party to whom the payment is made.

### **WARNING**

Unless Purchaser provides Seller with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

**1.5 Place of Payments.** All payments to Seller must be made to the address shown above or to another place or person that Seller may designate by written notice to Purchaser.

## **Section 2. Taxes and Liens**

**2.1 Obligation to Pay.** Purchaser must pay when payable all taxes and assessments that are levied against the Property after the Closing Date but Purchaser may elect to pay taxes and assessments in accordance with any available installment method.

**2.2 Tax Statements.** Purchaser will provide Seller with written evidence reasonably satisfactory to Seller that all taxes and assessments have been paid when due. Purchaser will submit this evidence on the request of Seller, which request must be made no more frequently after each required payment of taxes and assessments.

## **Section 3. Closing**

**3.1 Closing Date.** This transaction must be closed on \_\_\_\_\_, 2008. As used in this Contract, the *Closing Date* means the date on which this Contract or a memorandum of this Contract is recorded. The closing will occur at the offices of Multnomah County.

**3.2 Responsibility of Parties.** At closing, Purchaser must pay the amount of cash specified in Section 1.2.1 above, and Seller must have received a commitment for the issuance of a purchaser's policy of title insurance as described in Section 6.

**3.3 Prorates and Closing Costs.** Except as otherwise provided in this Contract, all items to be prorated will be prorated as of \_\_\_\_\_, 2008.

#### **Section 4. Possession**

**4.1 Possession.** Purchaser will be entitled to possession of the Property from and after \_\_\_\_\_, 2008; however, Seller and Seller's agents may enter on the Property at reasonable times on reasonable prior notice to Purchaser for the purpose of inspecting the Property.

#### **Section 5. Maintenance and Alterations**

**5.1 Maintenance.** Purchaser will keep all buildings, other improvements, and landscape now existing or that will be placed on the Property in good condition and repair, and will not permit any waste or removal of the improvements, nor make any substantial improvements or alterations without the prior written consent of Seller.

**5.1.1 Improvements.** If Purchaser desires to alter or further improve all or any portion of the Property, Purchaser must first submit complete final plans, specifications, site plans, drawings, schedules, and cost estimates for the proposed alteration or improvement and obtain Seller's written consent before proceeding to do or permit any work or to order any services or materials with respect to that work. As a condition of granting its consent, among other conditions, Seller may require Purchaser to provide a construction and completion bond or other security in an amount and of a nature satisfactory to Seller to cover the proposed costs of construction of the proposed alterations or improvements. All alterations and improvements constructed by or for Purchaser must be completed by reputable Oregon licensed contractors without defects in conformance, lien-free, with plans, specifications, and drawings approved beforehand in writing by Seller as provided above, and in conformance with standards in the industry. No approval by Seller will be deemed a representation or warranty of Seller that the approved items or conduct are otherwise lawful, safe, or appropriate, or relieve Purchaser from strict compliance with all other provisions of this Contract and all applicable law.

**5.1.2 Prohibited Activities.** Purchaser will not use or suffer the use of all or any of the Property for any "nuisance" as defined in ORS 105.555, or so as to constitute an *illegal drug manufacturing site* as that term is defined in ORS 453.858(2), as those statutes may now or hereafter be amended, supplemented, or superseded, or otherwise do or allow any act or omission on or about the Property that could subject the Property or Seller's or Purchaser's interest in the Property to forfeiture or the risk of forfeiture.

**5.1.3 Governmental Damage.** If any damage or destruction of the Property or any portion of it is caused by any governmental or quasi-governmental authority, and to the extent that the same is not a compensable taking under the state or federal constitution, or directly caused by the act or omission of Seller, Purchaser will promptly repair and restore the same at its expense.

**5.1.4 Timber and Minerals.** Purchaser will not cut or remove any timber or forest products from the Property. Purchaser will not extract, process, mine, or otherwise exploit any oil, gas, mineral, or other valuable deposit on or under the Property.

**5.1.5 Hazardous Substances.** Purchaser will comply fully with all laws pertaining to the protection of human health and the environment, including but not limited to employee and community right-to-know laws and all laws regarding the use, generation, storage, transportation, treatment, disposal, or other handling of Hazardous Substances. Purchaser will

promptly advise Seller in writing of any Hazardous Substances regulated by such laws that are used, generated, manufactured, stored, transported, or otherwise handled on the Property. Purchaser will exercise extreme care in handling any Hazardous Substances and will not cause or permit Hazardous Substances to be spilled, leaked, disposed of, or otherwise released on the Property. The term **Hazardous Substance** means any hazardous, toxic, radioactive, or infectious substance, material, or waste as defined, listed, or regulated under any law pertaining to the protection of human health or the environment, and includes without limitation petroleum oil and its fractions.

## **Section 6. Insurance**

**6.1 Property Damage Insurance.** Purchaser will procure and maintain policies of all-risk insurance with standard extended coverage endorsements on a replacement-cost basis covering all improvements on the Property in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Seller (under a standard mortgagee's clause) and Purchaser as their respective interests may appear. The policies must be primary with respect to all covered risks, and must be written in such form with such terms and by such insurance companies reasonably acceptable to Seller. Purchaser will deliver to Seller certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of 15 days' written notice to Seller. In the event of loss, Purchaser will give immediate notice to Seller. Seller may make proof of loss if Purchaser fails to do so within 15 days of the casualty.

**6.2 Liability Insurance.** During the term of this Contract, Purchaser will maintain commercial general liability insurance with an aggregate limit of not less than \$2,000,000; limit of not less than \$1,000,000 per occurrence. Such insurance must be written on an occurrence basis and must be primary with respect to all other insurance covering any of the insured risks; must cover all risks arising directly or indirectly out of Purchaser's activities on or any condition of the Property, whether or not related to an occurrence caused or contributed to by Seller's negligence; must include a contractual liability clause to protect Purchaser against the claims of Seller on account of the obligations assumed by Purchaser under Section 7; and must protect Seller and Purchaser against claims of third persons. Such policies must be written in such form, with such terms and by such insurance companies reasonably acceptable to Seller. Purchaser will deliver to Seller certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of 15 days' written notice to Seller.

**6.3 Purchaser's Report on Insurance.** Within 60 days after the close of each calendar year Purchaser will furnish to Seller a report on each existing policy of insurance required under this Contract showing:

- (1) The name of the insurer;
- (2) The risks insured;
- (3) The amount of the policy;
- (4) The property insured, the then-current replacement cost of the property, and the manner of determining that cost; and
- (5) The expiration date of the policy.

Upon Seller's request, Purchaser will have an independent appraiser satisfactory to Seller determine the replacement cost of the Property.

**6.4 Application of Proceeds.** All proceeds of any insurance on the Property must be paid to and held by Seller. Purchaser will repair or replace the damaged or destroyed improvements in a manner satisfactory to Seller. On satisfactory proof of lien-free restoration of the Property to at least its condition and value immediately before the damage or destruction, Seller will pay or reimburse Purchaser from the proceeds (net of Seller's reasonable cost of recovering and administering such proceeds and monitoring Purchaser's restoration activities) for the reasonable cost of repair or restoration to the extent of such proceeds received by Seller.



If Purchaser elects not to restore the Property, and the net proceeds are sufficient to pay all amounts owed Seller under this Contract; at the election of Seller; Seller will retain a sufficient amount of the proceeds to pay all amounts owed Seller under this Contract, and will pay the balance to Purchaser. Any proceeds that have not been paid out within thirty (30) days after their receipt and that Purchaser has not committed to the repair or restoration of the Property must be used to prepay first accrued interest and then principal of Purchaser's indebtedness.

**Section 7. Purchaser's Indemnification of Seller.** Purchaser will forever indemnify, reimburse, and hold Seller, its employees, officers; agents and contractors (the Indemnities) harmless and, at Seller's election, defend the Indemnities for, from, and against any and all claims, costs, expenses (including attorney fees), losses, damages, fines, charges, actions, or other liabilities of any description arising out of or in any way connected with (1) Purchaser's possession or use of the Property, (2) Purchaser's conduct with respect to the Property, (3) any condition of the Property to the extent that the same arises from or after the Closing Date and is not caused or contributed to by Seller, or (4) Purchaser's breach of any warranty or representation made by Purchaser in this Contract. In the event of any litigation or proceeding brought against Seller and arising out of or in any way connected with any of the above events or claims, against which Purchaser agrees to defend Seller, Purchaser will, on notice from Seller, vigorously resist and defend such actions or proceedings in consultation with Seller through legal counsel reasonably satisfactory to Seller. These obligations with respect to the acts or omissions of the Purchaser will run to any invitee, partner, agent, employee, director, officer, contractor, tenant, permittee of Purchaser and will survive any termination or satisfaction of this contract.

**Section 8. Deed**

On payment of the total purchase price for the Property as provided in this Contract and Purchaser's performance of all other terms, conditions, and provisions of this Contract, Seller will forthwith deliver to Purchaser a bargain and sale deed conveying the Property.

**Section 9. Default**

**9.1 Events of Default.** Time is of the essence of this Contract. A default will occur under any of the following circumstances:

(1) Purchaser's failure to make any payment when due. No notice of default and no opportunity to cure will be required if during any 12-consecutive-month period Seller has already sent two notices to Purchaser concerning nonpayment or late payment under this Contract.

(2) Purchaser's failure to perform any other obligations contained in this Contract within 15 days after notice from Seller specifying the nature of the default or, if the default cannot be cured within 15 days, failure within such time to commence and pursue curative action with reasonable diligence. No notice of default and no opportunity to cure will be required if, during any 12-consecutive-month period, Seller has already sent two notices to Purchaser concerning default in the performance of the same Contract provision.

(3) Purchaser's dissolution, termination of existence, insolvency on a balance-sheet basis, or business failure; Purchaser's commencement of a voluntary case under the federal bankruptcy laws or under other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Purchaser in an involuntary case under the federal bankruptcy laws or under any other applicable federal or state law relating to insolvency or debtor's relief; the appointment or the consent by Purchaser to the appointment of a receiver, trustee, or custodian of Purchaser or of any of Purchaser's property; Purchaser's assignment for the benefit of creditors or Purchaser's failure generally to pay its debts as they become due. If (one of the parties collectively referred to as Purchaser / a party standing in the place of

Purchaser) suffers an event of default under this subsection, that event of default will be considered the default of Purchaser.

(4) Purchaser's making or suffering a fraudulent transfer or conveyance under applicable federal or state law; Purchaser's concealment of any of its property from creditors; Purchaser's making or suffering a preference within the meaning of the federal bankruptcy law; or the imposition of a lien through legal proceedings or distraint on any of the property of Purchaser. If one of the parties collectively referred to as Purchaser suffers an event of default under this subsection, that event of default will be considered the default of Purchaser.

**9.2 Remedies of Default.** In the event of a default, Seller may take any one or more of the following steps:

(1) Seller may elect to cancel this land sale contract as provided under ORS 275.220.  
(2) Seller may declare the entire balance of the purchase and interest immediately due and payable.

(3) Seller may foreclose this Contract by suit in equity.  
(4) Seller may specifically enforce the terms of this Contract by suit in equity.  
(5) With respect to any part of the Property that constitutes personal property in which Seller has a security interest, Seller may exercise the rights and remedies of a secured party as provided by the Uniform Commercial Code.

(6) If Purchaser fails to make any payment within 15 days after it is due, Seller may elect to impose a late charge not to exceed five cents per dollar of the installment, in addition to and not in lieu of any and all other rights and remedies available to Seller. Seller's demand or acceptance of such a late charge will not cure or waive Purchaser's default.

(7) Seller will be entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Property exceeds the amount of the balance due under this Contract, and any receiver appointed may serve without bond. Employment by Seller will not disqualify a person from serving as a receiver. On taking possession of all or any part of the Property, the receiver may:

(a) Use, operate, manage, control, and conduct business on the Property and make necessary expenditures for all maintenance and improvements that in its judgments are proper;

(b) Collect all rents, revenues, income, issues, and profits (the "Income") from the Property and apply those sums to the necessary expenses of use, operation, and management;

(c) At Seller's option, complete any construction in progress on the Property and, in that connection, pay all bills, borrow funds, employ contractors, and make any changes in plans and specifications as Seller deems appropriate.

If the revenues produced by the Property are insufficient to pay expenses, the receiver may borrow, from Seller or otherwise, such sums as the receiver deems necessary for the purposes stated in this paragraph, and repayment of those sums will be secured by this Contract. Amounts borrowed from or advanced by Seller will bear interest at the same rate as the balance of the purchase price under this Contract from the date of expenditure until repaid and must be paid by Purchaser on demand.

(8) Purchaser hereby assigns to Seller all the Income from the Property, whether now or hereafter due. Before default, Purchaser may operate and manage the Property and collect the Income from the Property. In the event of default and at any time thereafter, Seller may revoke Purchaser's right to collect the Income from the Property and may, either itself or through a receiver, collect the same. To facilitate collection, Seller may notify any tenant or other user to make payments of rents or use fees directly to Seller. If the Income is collected by Seller, then Purchaser irrevocably designates Seller as Purchaser's attorney-in-fact with full power of substitution and coupled with an interest to endorse instruments received in payment thereof in the name of Purchaser and to negotiate the same and collect the proceeds. Payments by tenants or other users to Seller in response to Seller's demand will satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Seller will apply

the Income first to the Seller's expenses of renting or collection and the balance (if any) to the payment of sums due from Purchaser to Seller under this Contract.

**9.3 Remedies Not Exclusive.** The remedies provided above are nonexclusive and in addition to any other remedies provided by law.

#### **Section 10. Annual Reports**

Within 60 days after the close of each calendar year, if applicable Purchaser will furnish to Seller a statement of net operating income received from the Property during the previous calendar year prepared in accordance with generally accepted accounting principles consistently applied in such detail as Seller requires, "*Net operating income*" means all cash receipts from the Property minus all reasonable and customary expenditures made in connection with the operation of the Property.

#### **Section 11. Waiver**

The failure of either party at any time to require performance of any provision of this Contract will not limit the party's right to enforce the provision except to the extent expressly set forth in a writing signed by that party; nor will any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

#### **Section 12. Assignment and Successor Interests**

12.1 This Contract is binding on and inures to the benefit of the parties, their successors, and assigns but no interest of Purchaser may be assigned, subcontracted, or otherwise transferred, voluntarily or involuntarily, without the prior written consent of Seller; which consent is conditioned (in Seller's sole discretion) on Seller's approval of the financial wherewithal of any potential assignee; as shown by any relevant information regarding such assignee; including but not limited to the assignee's annual income, liabilities, credit history, etc. Seller's consent to one transfer will not constitute consent to other transfers or waiver of this section. As a condition of such consent, Seller may elect to increase the interest rate under this Contract by not more than 9 % per annum from the date of the transfer. Any increase in the interest rate under this Contract will entitle the Seller to increase monthly payments to the amount necessary to retire the obligation within the stipulated time provided for in this Contract. Any attempted assignment in violation of this provision will be void and of no effect with respect to Seller.

12.2 Purchaser and any other person at any time obligated for the performance of the terms of this Contract hereby waive notice of and consent to any and all extensions and modifications of this Contract or the release of any person or persons from liability under the Contract granted by Seller. Any such extensions or modifications or releases will not in any way release, discharge, or otherwise affect the liability of any person at any time obligated under this Contract or any guarantor of such person's obligations.

#### **Section 13. Prior Agreements**

This document is the entire, final, and complete agreement of the parties pertaining to the sale and purchase of the Property, and supersedes and replaces all prior or existing written and oral agreements (including any earnest money agreement) between the parties or their representatives relating to the Property.

#### **Section 14. Notice**

Any notice under this Contract must be in writing and will be effective when actually delivered in person or five days after being deposited in the U.S. mail, registered or certified, return receipt requested, postage prepaid and addressed to the party at the address provided in this Section; or such other address as either party may designate by written notice to the other.

14.1 Notice for the Seller shall be sent to:

Gary Thomas  
Multnomah County Tax Title Division  
501 SE Hawthorne Blvd, Rm. 175  
Portland, Oregon 97214

14.2 Notice for the Purchaser shall be sent to: Slabtown Properties LLC

PO Box 14157  
Portland OR 97293

### **Section 15. Applicable Law**

This Contract shall be governed by, and construed in accordance with, the laws of the state of Oregon; any cause of action or suit relating to this Contract shall be brought in State Circuit Court for Multnomah County, Oregon.

### **Section 16. Costs and Attorney Fees**

**16.1 No Suit or Action Filed.** If either party to this Contract seeks legal counsel because of a default in the payment or performance of any of its terms, the defaulting party must pay, immediately on demand, the other party's reasonable attorney fees, collection costs, costs of either a litigation or a foreclosure report (whichever is appropriate), even though no suit or action is filed thereon, and any other fees or expenses incurred by the non-defaulting party.

**16.2 Arbitration or Mediation; Trial and Appeal.** If any arbitration, mediation, or other proceeding is brought in lieu of litigation, or if suit or action is instituted to enforce or interpret any of the terms of this Contract, or if suit or action is instituted in a bankruptcy court for a United States District Court to enforce or interpret any of the terms of this Contract, to seek relief from an automatic stay, to obtain adequate protection, or to otherwise assert Seller's interest in a bankruptcy proceeding, the party not prevailing must pay the prevailing party's costs and disbursements, the fees and expenses of expert witnesses in determining reasonable attorney fees under ORCP 68, the actual cost of a litigation or foreclosure report, and any sums that the court may determine to be reasonable for the prevailing party's attorney fees connected with the trial and any appeal and by petition for review thereof; in addition, the Court must award the prevailing party reasonable attorney fees for collecting any resulting judgment.

**16.3 Definitions.** For purposes of this Contract, the term *attorney fees* includes all charges of the prevailing party's lawyers and their staff (including without limitation legal assistants, paralegals, word processing, and other support personnel) and any post-petition fees in a bankruptcy court. For purposes of this Contract, the term *fees and expenses* includes but is not limited to long-distance telephone charges; expenses of facsimile transmission; expenses for postage (including costs of registered or certified mail and return receipts), express mail, or parcel delivery; mileage and all deposition charges, including but not limited to court reporters' charges, appearance fees, and all costs of transcription; costs incurred in searching records; and the cost of title reports or surveyor's reports.

### **Section 17. Number, Gender, and Captions**

As used in this Contract, the singular includes the plural, and the plural the singular. The masculine and neuter each include the masculine, feminine, and neuter, as the context requires. All captions used in this Contract are intended solely for convenience of reference and in no way limit any of the provisions of this Contract.

### **Section 18. Survival of Covenants**

Any covenants the full performance of which is not required before the closing or final payment of the purchase price and delivery of the deed will survive the closing and the final

payment of the purchase price and the delivery of the deed and be fully enforceable thereafter in accordance with their terms.

**Section 19. Condition of Property**

Purchaser accepts the land, buildings, improvements, any personal property sold under this Contract, and all other aspects of the Property in their present condition, AS IS, WHERE IS, including latent defects, without any representations or warranties from Seller or any agent or representative of Seller, expressed or implied, except for such warranties that may arise by law under the Deed and except as otherwise specifically set forth in this Contract. Purchaser agrees that Purchaser has ascertained, from sources other than Seller or any agent or representative of Seller, the condition of the Property, its suitability for Purchaser's purposes, and the applicable zoning, building, housing, and other regulatory ordinances and laws affecting the Property. Purchaser accepts the Property with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the Property.

**Section 20. Memorandum of Contract**

On the Closing Date, the parties will cause a memorandum of this contract to be recorded in the Deed Records of Multnomah County, Oregon, in form and content substantially as set forth in the attached form but, if the parties have not completed such a memorandum in recordable form and delivered the same date to the escrow agent by the Closing Date, this Contract must be recorded in its entirety

**Section 21. Statutory Disclaimer**

The following disclaimer is made pursuant to ORS 93.040(2):  
THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

## Closing Clause:

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate as of the day and year first above written.

**For Seller:**

### For Purchasers:

/s/  
**Ted Wheeler, Chair of the Multnomah  
County Board of Commissioners**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF OREGON)  
County of Multnomah) ss:

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by \_\_\_\_\_.

/s/

**Title:** \_\_\_\_\_

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

[illegible]

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

/s/ \_\_\_\_\_

**Title:** \_\_\_\_\_

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

STATE OF OREGON)  
County of Multnomah) ss:

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

/s/

**Title:** \_\_\_\_\_

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

Recorded at the request of:

Tax Title

503/4

After recording return to:

Tax Title

503/4

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

Slabtown Properties LLC

PO Box 14157

Portland OR 97293

## MEMORANDUM OF CONTRACT OF SALE

DATED: \_\_\_\_\_, 2008.

BETWEEN: MULTNOMAH COUNTY, ( "Seller" )  
(A Political Subdivision of the State of Oregon)  
501 SE Hawthorne, Portland, Oregon 97214

AND: Slabtown Properties LLC ( "Purchaser" )  
PO Box 14157  
Portland OR 97293

Pursuant to a Contract of Sale dated \_\_\_\_\_, 2008; Seller sold to Purchaser  
Seller's interest in that certain property in Multnomah County, Oregon, more particularly  
described as:

LOT 9 BLOCK 1 IREAN VILLAGE & PLAT 2-3

If not earlier paid, all amounts owed under the Contract of Sale will be due and payable on  
\_\_\_\_\_, 2023. The true and actual consideration for this conveyance is  
\$160,500 (US)

The following disclaimer is made pursuant to ORS 93.040(2):

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

Property Tax Account No. R187141



IN WITNESS WHEREOF, the parties have caused this memorandum to be executed as of the day and year first above written.

For Seller:

For Purchaser:

Ted Wheeler, Chair of the Multnomah  
County Board of Commissioners

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF OREGON)

) ss:

County of Multnomah )

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by \_\_\_\_\_.

/s/ \_\_\_\_\_

Title: \_\_\_\_\_

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

STATE OF OREGON)

) ss:

County of Multnomah )

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by \_\_\_\_\_ as  
\_\_\_\_\_ of Slabtown Properties LLC.

/s/ \_\_\_\_\_

Title: \_\_\_\_\_

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

STATE OF OREGON)

) ss:

County of Multnomah )

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by \_\_\_\_\_ as  
\_\_\_\_\_ of Slabtown Properties LLC.

/s/ \_\_\_\_\_

Title: \_\_\_\_\_

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

## CONTRACT OF SALE

### Opening Clause:

DATED: \_\_\_\_\_, 2008.

BETWEEN: MULTNOMAH COUNTY, ("Seller")  
(A Political Subdivision of the State of Oregon)  
501 SE Hawthorne, Portland, Oregon 97214

AND: Slabtown Properties LLC ("Purchaser")  
PO Box 14157  
Portland OR 97293

Seller owns real property located in Multnomah County, Oregon, and more particularly described as:

LOT 9 BLOCK 1                      IREAN VILLAGE & PLAT 2-3

(Hereinafter the "Property"). Seller agrees to sell the Property to Purchaser and Purchaser agrees to buy the Property from Seller for the price and on the terms and conditions set forth below:

**Tax Statement:** Until a change is requested, all tax statements shall be sent to:

Slabtown Properties LLC  
PO Box 14157  
Portland OR 97293

### Section 1. Purchase Price and Payment

**1.1 Total Purchase Price.** Purchaser promises to pay Seller as the total purchase price for the Property the sum of \$160,500 (US).

**1.2 Payment of Total Purchase Price.** The total purchase price will be paid as follows:

**1.2.1 Down Payment.** On or before the Closing Date, as defined in Section 3.1, Purchaser will pay the sum of \$32,100 in immediately available funds as a down payment of 20% on the purchase price, which sum will include any amount previously paid to Seller; to be applied to the purchase price at closing.

**1.2.2 Interest Rate and Scheduled Payment Dates.** Interest on the remaining balance of \$128,400 will accrue at the rate of 7% per annum from the Closing Date.

The unpaid balance of the purchase price will be paid in monthly installments of principal and all accrued but unpaid interest with the first installment due on \_\_\_\_\_, 2008, and with subsequent installments due on the 15th day of each month thereafter. If the Closing Date falls on a date other than the first day of a monthly installment period, at closing, Purchaser will pay an amount equal to the interest that will accrue from \_\_\_\_\_ (*Insert Closing Date*) through the end of the first partial month in which closing occurs. Each payment will be applied first to interest to due date, then to amounts past due to Seller under this contract other than principal or interest, and the balance to principal.

**1.2.3 Maturity Date.** All unpaid principal and all accrued but unpaid interest must be paid in full on \_\_\_\_\_, 2023 the 15<sup>th</sup> anniversary of the Closing Date.

**1.3 Prepayments.** Purchaser may on any installment due date prepay without penalty all or any portion of the unpaid principal. All prepayments will be applied first to accrued but unpaid interest to date, then to amounts due Seller under this Contract other than principal or interest, then to the last installment of principal scheduled under this Contract, and will not excuse Purchaser from making the regular monthly payments when due under this Contract until the remaining balance has been paid in full. This paragraph applies to any payments due under this Contract that are accelerated because of Purchaser's default under any of the provisions of this Contract.

**1.4 Payments to Third Parties.** If Purchaser fails to pay when due any amounts required under this Contract to be paid to third parties by Purchaser, Seller may, but will not be obligated to, pay any or all such amounts directly to such third parties or otherwise to cure any such failure. If Seller makes any such payments, the amounts so paid will be immediately due and payable by Purchaser to Seller. Until paid, such amounts will be secured by this Contract and will be added to the principal balance due under this Contract and will bear interest at the Contract rate. Seller's election to make any payments pursuant to this Section 1.4 will not constitute a waiver of Seller's right to declare Purchaser to be in default of this Contract and to exercise any remedies described in Section 9.2. In the event of any such payment by Seller, Seller will also be subrogated to the rights of the third party to whom the payment is made.

### **WARNING**

Unless Purchaser provides Seller with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

**1.5 Place of Payments.** All payments to Seller must be made to the address shown above or to another place or person that Seller may designate by written notice to Purchaser.

## **Section 2. Taxes and Liens**

**2.1 Obligation to Pay.** Purchaser must pay when payable all taxes and assessments that are levied against the Property after the Closing Date but Purchaser may elect to pay taxes and assessments in accordance with any available installment method.

**2.2 Tax Statements.** Purchaser will provide Seller with written evidence reasonably satisfactory to Seller that all taxes and assessments have been paid when due. Purchaser will submit this evidence on the request of Seller, which request must be made no more frequently after each required payment of taxes and assessments.

### **Section 3. Closing**

**3.1 Closing Date.** This transaction must be closed on \_\_\_\_\_, 2008. As used in this Contract, the *Closing Date* means the date on which this Contract or a memorandum of this Contract is recorded. The closing will occur at the offices of Multnomah County.

**3.2 Responsibility of Parties.** At closing, Purchaser must pay the amount of cash specified in Section 1.2.1 above, and Seller must have received a commitment for the issuance of a purchaser's policy of title insurance as described in Section 6.

**3.3 Prorates and Closing Costs.** Except as otherwise provided in this Contract, all items to be prorated will be prorated as of \_\_\_\_\_, 2008.

### **Section 4. Possession**

**4.1 Possession.** Purchaser will be entitled to possession of the Property from and after \_\_\_\_\_, 2008; however, Seller and Seller's agents may enter on the Property at reasonable times on reasonable prior notice to Purchaser for the purpose of inspecting the Property.

### **Section 5. Maintenance and Alterations**

**5.1 Maintenance.** Purchaser will keep all buildings, other improvements, and landscape now existing or that will be placed on the Property in good condition and repair, and will not permit any waste or removal of the improvements, nor make any substantial improvements or alterations without the prior written consent of Seller.

**5.1.1 Improvements.** If Purchaser desires to alter or further improve all or any portion of the Property, Purchaser must first submit complete final plans, specifications, site plans, drawings, schedules, and cost estimates for the proposed alteration or improvement and obtain Seller's written consent before proceeding to do or permit any work or to order any services or materials with respect to that work. As a condition of granting its consent, among other conditions, Seller may require Purchaser to provide a construction and completion bond or other security in an amount and of a nature satisfactory to Seller to cover the proposed costs of construction of the proposed alterations or improvements. All alterations and improvements constructed by or for Purchaser must be completed by reputable Oregon licensed contractors without defects in conformance, lien-free, with plans, specifications, and drawings approved beforehand in writing by Seller as provided above, and in conformance with standards in the industry. No approval by Seller will be deemed a representation or warranty of Seller that the approved items or conduct are otherwise lawful, safe, or appropriate, or relieve Purchaser from strict compliance with all other provisions of this Contract and all applicable law.

**5.1.2 Prohibited Activities.** Purchaser will not use or suffer the use of all or any of the Property for any "nuisance" as defined in ORS 105.555, or so as to constitute an *illegal drug manufacturing site* as that term is defined in ORS 453.858(2), as those statutes may now or hereafter be amended, supplemented, or superseded, or otherwise do or allow any act or omission on or about the Property that could subject the Property or Seller's or Purchaser's interest in the Property to forfeiture or the risk of forfeiture.

**5.1.3 Governmental Damage.** If any damage or destruction of the Property or any portion of it is caused by any governmental or quasi-governmental authority, and to the extent that the same is not a compensable taking under the state or federal constitution, or directly caused by the act or omission of Seller, Purchaser will promptly repair and restore the same at its expense.

**5.1.4 Timber and Minerals.** Purchaser will not cut or remove any timber or forest products from the Property. Purchaser will not extract, process, mine, or otherwise exploit any oil, gas, mineral, or other valuable deposit on or under the Property.

**5.1.5 Hazardous Substances.** Purchaser will comply fully with all laws pertaining to the protection of human health and the environment, including but not limited to employee and

community right-to-know laws and all laws regarding the use, generation, storage, transportation, treatment, disposal, or other handling of Hazardous Substances. Purchaser will promptly advise Seller in writing of any Hazardous Substances regulated by such laws that are used, generated, manufactured, stored, transported, or otherwise handled on the Property. Purchaser will exercise extreme care in handling any Hazardous Substances and will not cause or permit Hazardous Substances to be spilled, leaked, disposed of, or otherwise released on the Property. The term **Hazardous Substance** means any hazardous, toxic, radioactive, or infectious substance, material, or waste as defined, listed, or regulated under any law pertaining to the protection of human health or the environment, and includes without limitation petroleum oil and its fractions.

## **Section 6. Insurance**

**6.1 Property Damage Insurance.** Purchaser will procure and maintain policies of all-risk insurance with standard extended coverage endorsements on a replacement-cost basis covering all improvements on the Property in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Seller (under a standard mortgagee's clause) and Purchaser as their respective interests may appear. The policies must be primary with respect to all covered risks, and must be written in such form with such terms and by such insurance companies reasonably acceptable to Seller. Purchaser will deliver to Seller certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of 15 days' written notice to Seller. In the event of loss, Purchaser will give immediate notice to Seller. Seller may make proof of loss if Purchaser fails to do so within 15 days of the casualty.

**6.2 Liability Insurance.** During the term of this Contract, Purchaser will maintain commercial general liability insurance with an aggregate limit of not less than \$2,000,000; limit of not less than \$1,000,000 per occurrence. Such insurance must be written on an occurrence basis and must be primary with respect to all other insurance covering any of the insured risks; must cover all risks arising directly or indirectly out of Purchaser's activities on or any condition of the Property, whether or not related to an occurrence caused or contributed to by Seller's negligence; must include a contractual liability clause to protect Purchaser against the claims of Seller on account of the obligations assumed by Purchaser under Section 7; and must protect Seller and Purchaser against claims of third persons. Such policies must be written in such form, with such terms and by such insurance companies reasonably acceptable to Seller. Purchaser will deliver to Seller certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of 15 days' written notice to Seller.

**6.3 Purchaser's Report on Insurance.** Within 60 days after the close of each calendar year Purchaser will furnish to Seller a report on each existing policy of insurance required under this Contract showing:

- (1) The name of the insurer;
- (2) The risks insured;
- (3) The amount of the policy;
- (4) The property insured, the then-current replacement cost of the property, and the manner of determining that cost; and
- (5) The expiration date of the policy.

Upon Seller's request, Purchaser will have an independent appraiser satisfactory to Seller determine the replacement cost of the Property.

**6.4 Application of Proceeds.** All proceeds of any insurance on the Property must be paid to and held by Seller. Purchaser will repair or replace the damaged or destroyed improvements in a manner satisfactory to Seller. On satisfactory proof of lien-free restoration of the Property to at least its condition and value immediately before the damage or destruction,

Seller will pay or reimburse Purchaser from the proceeds (net of Seller's reasonable cost of recovering and administering such proceeds and monitoring Purchaser's restoration activities) for the reasonable cost of repair or restoration to the extent of such proceeds received by Seller. If Purchaser elects not to restore the Property, and the net proceeds are sufficient to pay all amounts owed Seller under this Contract; at the election of Seller; Seller will retain a sufficient amount of the proceeds to pay all amounts owed Seller under this Contract, and will pay the balance to Purchaser. Any proceeds that have not been paid out within thirty (30) days after their receipt and that Purchaser has not committed to the repair or restoration of the Property must be used to prepay first accrued interest and then principal of Purchaser's indebtedness.

**Section 7. Purchaser's Indemnification of Seller.** Purchaser will forever indemnify, reimburse, and hold Seller, its employees, officers; agents and contractors (the Indemnities) harmless and, at Seller's election, defend the Indemnities for, from, and against any and all claims, costs, expenses (including attorney fees), losses, damages, fines, charges, actions, or other liabilities of any description arising out of or in any way connected with (1) Purchaser's possession or use of the Property, (2) Purchaser's conduct with respect to the Property, (3) any condition of the Property to the extent that the same arises from or after the Closing Date and is not caused or contributed to by Seller, or (4) Purchaser's breach of any warranty or representation made by Purchaser in this Contract. In the event of any litigation or proceeding brought against Seller and arising out of or in any way connected with any of the above events or claims, against which Purchaser agrees to defend Seller, Purchaser will, on notice from Seller, vigorously resist and defend such actions or proceedings in consultation with Seller through legal counsel reasonably satisfactory to Seller. These obligations with respect to the acts or omissions of the Purchaser will run to any invitee, partner, agent, employee, director, officer, contractor, tenant, permittee of Purchaser and will survive any termination or satisfaction of this contract.

**Section 8. Deed**

On payment of the total purchase price for the Property as provided in this Contract and Purchaser's performance of all other terms, conditions, and provisions of this Contract, Seller will forthwith deliver to Purchaser a bargain and sale deed conveying the Property.

**Section 9. Default**

**9.1 Events of Default.** Time is of the essence of this Contract. A default will occur under any of the following circumstances:

(1) Purchaser's failure to make any payment when due. No notice of default and no opportunity to cure will be required if during any 12-consecutive-month period Seller has already sent two notices to Purchaser concerning nonpayment or late payment under this Contract.

(2) Purchaser's failure to perform any other obligations contained in this Contract within 15 days after notice from Seller specifying the nature of the default or, if the default cannot be cured within 15 days, failure within such time to commence and pursue curative action with reasonable diligence. No notice of default and no opportunity to cure will be required if, during any 12-consecutive-month period, Seller has already sent two notices to Purchaser concerning default in the performance of the same Contract provision.

(3) Purchaser's dissolution, termination of existence, insolvency on a balance-sheet basis, or business failure; Purchaser's commencement of a voluntary case under the federal bankruptcy laws or under other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Purchaser in an involuntary case under the federal bankruptcy laws or under any other applicable federal or state law relating to insolvency or debtor's relief; the appointment or the consent by Purchaser to the appointment of a receiver,

trustee, or custodian of Purchaser or of any of Purchaser's property; Purchaser's assignment for the benefit of creditors or Purchaser's failure generally to pay its debts as they become due. If (one of the parties collectively referred to as Purchaser / a party standing in the place of Purchaser) suffers an event of default under this subsection, that event of default will be considered the default of Purchaser.

(4) Purchaser's making or suffering a fraudulent transfer or conveyance under applicable federal or state law; Purchaser's concealment of any of its property from creditors; Purchaser's making or suffering a preference within the meaning of the federal bankruptcy law; or the imposition of a lien through legal proceedings or distraint on any of the property of Purchaser. If one of the parties collectively referred to as Purchaser suffers an event of default under this subsection, that event of default will be considered the default of Purchaser.

**9.2 Remedies of Default.** In the event of a default, Seller may take any one or more of the following steps:

(1) Seller may elect to cancel this land sale contract as provided under ORS 275.220.  
(2) Seller may declare the entire balance of the purchase and interest immediately due and payable.

(3) Seller may foreclose this Contract by suit in equity.

(4) Seller may specifically enforce the terms of this Contract by suit in equity.

(5) With respect to any part of the Property that constitutes personal property in which Seller has a security interest, Seller may exercise the rights and remedies of a secured party as provided by the Uniform Commercial Code.

(6) If Purchaser fails to make any payment within 15 days after it is due, Seller may elect to impose a late charge not to exceed five cents per dollar of the installment, in addition to and not in lieu of any and all other rights and remedies available to Seller. Seller's demand or acceptance of such a late charge will not cure or waive Purchaser's default.

(7) Seller will be entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Property exceeds the amount of the balance due under this Contract, and any receiver appointed may serve without bond. Employment by Seller will not disqualify a person from serving as a receiver. On taking possession of all or any part of the Property, the receiver may:

(a) Use, operate, manage, control, and conduct business on the Property and make necessary expenditures for all maintenance and improvements that in its judgments are proper;

(b) Collect all rents, revenues, income, issues, and profits (the "Income") from the Property and apply those sums to the necessary expenses of use, operation, and management;

(c) At Seller's option, complete any construction in progress on the Property and, in that connection, pay all bills, borrow funds, employ contractors, and make any changes in plans and specifications as Seller deems appropriate.

If the revenues produced by the Property are insufficient to pay expenses, the receiver may borrow, from Seller or otherwise, such sums as the receiver deems necessary for the purposes stated in this paragraph, and repayment of those sums will be secured by this Contract. Amounts borrowed from or advanced by Seller will bear interest at the same rate as the balance of the purchase price under this Contract from the date of expenditure until repaid and must be paid by Purchaser on demand.

(8) Purchaser hereby assigns to Seller all the Income from the Property, whether now or hereafter due. Before default, Purchaser may operate and manage the Property and collect the Income from the Property. In the event of default and at any time thereafter, Seller may revoke Purchaser's right to collect the Income from the Property and may, either itself or through a receiver, collect the same. To facilitate collection, Seller may notify any tenant or other user to make payments of rents or use fees directly to Seller. If the Income is collected by Seller, then Purchaser irrevocably designates Seller as Purchaser's attorney-in-fact with full power of

substitution and coupled with an interest to endorse instruments received in payment thereof in the name of Purchaser and to negotiate the same and collect the proceeds. Payments by tenants or other users to Seller in response to Seller's demand will satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Seller will apply the Income first to the Seller's expenses of renting or collection and the balance (if any) to the payment of sums due from Purchaser to Seller under this Contract.

**9.3 Remedies Not Exclusive.** The remedies provided above are nonexclusive and in addition to any other remedies provided by law.

#### **Section 10. Annual Reports**

Within 60 days after the close of each calendar year, if applicable Purchaser will furnish to Seller a statement of net operating income received from the Property during the previous calendar year prepared in accordance with generally accepted accounting principles consistently applied in such detail as Seller requires, "**Net operating income**" means all cash receipts from the Property minus all reasonable and customary expenditures made in connection with the operation of the Property.

#### **Section 11. Waiver**

The failure of either party at any time to require performance of any provision of this Contract will not limit the party's right to enforce the provision except to the extent expressly set forth in a writing signed by that party; nor will any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

#### **Section 12. Assignment and Successor Interests**

12.1 This Contract is binding on and inures to the benefit of the parties, their successors, and assigns but no interest of Purchaser may be assigned, subcontracted, or otherwise transferred, voluntarily or involuntarily, without the prior written consent of Seller; which consent is conditioned (in Seller's sole discretion) on Seller's approval of the financial wherewithal of any potential assignee; as shown by any relevant information regarding such assignee; including but not limited to the assignee's annual income, liabilities, credit history, etc. Seller's consent to one transfer will not constitute consent to other transfers or waiver of this section. As a condition of such consent, Seller may elect to increase the interest rate under this Contract by not more than 9 % per annum from the date of the transfer. Any increase in the interest rate under this Contract will entitle the Seller to increase monthly payments to the amount necessary to retire the obligation within the stipulated time provided for in this Contract. Any attempted assignment in violation of this provision will be void and of no effect with respect to Seller.

12.2 Purchaser and any other person at any time obligated for the performance of the terms of this Contract hereby waive notice of and consent to any and all extensions and modifications of this Contract or the release of any person or persons from liability under the Contract granted by Seller. Any such extensions or modifications or releases will not in any way release, discharge, or otherwise affect the liability of any person at any time obligated under this Contract or any guarantor of such person's obligations.

#### **Section 13. Prior Agreements**

This document is the entire, final, and complete agreement of the parties pertaining to the sale and purchase of the Property, and supersedes and replaces all prior or existing written and oral agreements (including any earnest money agreement) between the parties or their representatives relating to the Property.



#### **Section 14. Notice**

Any notice under this Contract must be in writing and will be effective when actually delivered in person or five days after being deposited in the U.S. mail, registered or certified, return receipt requested, postage prepaid and addressed to the party at the address provided in this Section; or such other address as either party may designate by written notice to the other.

14.1 Notice for the Seller shall be sent to:

Gary Thomas  
Multnomah County Tax Title Division  
501 SE Hawthorne Blvd, Rm. 175  
Portland, Oregon 97214

14.2 Notice for the Purchaser shall be sent to: Slabtown Properties LLC

PO Box 14157

Portland OR 97293

#### **Section 15. Applicable Law**

This Contract shall be governed by, and construed in accordance with, the laws of the state of Oregon; any cause of action or suit relating to this Contract shall be brought in State Circuit Court for Multnomah County, Oregon.

#### **Section 16. Costs and Attorney Fees**

**16.1 No Suit or Action Filed.** If either party to this Contract seeks legal counsel because of a default in the payment or performance of any of its terms, the defaulting party must pay, immediately on demand, the other party's reasonable attorney fees, collection costs, costs of either a litigation or a foreclosure report (whichever is appropriate), even though no suit or action is filed thereon, and any other fees or expenses incurred by the non-defaulting party.

**16.2 Arbitration or Mediation; Trial and Appeal.** If any arbitration, mediation, or other proceeding is brought in lieu of litigation, or if suit or action is instituted to enforce or interpret any of the terms of this Contract, or if suit or action is instituted in a bankruptcy court for a United States District Court to enforce or interpret any of the terms of this Contract, to seek relief from an automatic stay, to obtain adequate protection, or to otherwise assert Seller's interest in a bankruptcy proceeding, the party not prevailing must pay the prevailing party's costs and disbursements, the fees and expenses of expert witnesses in determining reasonable attorney fees under ORCP 68, the actual cost of a litigation or foreclosure report, and any sums that the court may determine to be reasonable for the prevailing party's attorney fees connected with the trial and any appeal and by petition for review thereof; in addition, the Court must award the prevailing party reasonable attorney fees for collecting any resulting judgment.

**16.3 Definitions.** For purposes of this Contract, the term *attorney fees* includes all charges of the prevailing party's lawyers and their staff (including without limitation legal assistants, paralegals, word processing, and other support personnel) and any post-petition fees in a bankruptcy court. For purposes of this Contract, the term *fees and expenses* includes but is not limited to long-distance telephone charges; expenses of facsimile transmission; expenses for postage (including costs of registered or certified mail and return receipts), express mail, or parcel delivery; mileage and all deposition charges, including but not limited to court reporters' charges, appearance fees, and all costs of transcription; costs incurred in searching records; and the cost of title reports or surveyor's reports.

#### **Section 17. Number, Gender, and Captions**

As used in this Contract, the singular includes the plural, and the plural the singular. The masculine and neuter each include the masculine, feminine, and neuter, as the context requires. All captions used in this Contract are intended solely for convenience of reference and in no way limit any of the provisions of this Contract.

**Section 18. Survival of Covenants**

Any covenants the full performance of which is not required before the closing or final payment of the purchase price and delivery of the deed will survive the closing and the final payment of the purchase price and the delivery of the deed and be fully enforceable thereafter in accordance with their terms.

**Section 19. Condition of Property**

Purchaser accepts the land, buildings, improvements, any personal property sold under this Contract, and all other aspects of the Property in their present condition, AS IS, WHERE IS, including latent defects, without any representations or warranties from Seller or any agent or representative of Seller, expressed or implied, except for such warranties that may arise by law under the Deed and except as otherwise specifically set forth in this Contract. Purchaser agrees that Purchaser has ascertained, from sources other than Seller or any agent or representative of Seller, the condition of the Property, its suitability for Purchaser's purposes, and the applicable zoning, building, housing, and other regulatory ordinances and laws affecting the Property. Purchaser accepts the Property with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the Property.

**Section 20. Memorandum of Contract**

On the Closing Date, the parties will cause a memorandum of this contract to be recorded in the Deed Records of Multnomah County, Oregon, in form and content substantially as set forth in the attached form but, if the parties have not completed such a memorandum in recordable form and delivered the same date to the escrow agent by the Closing Date, this Contract must be recorded in its entirety

**Section 21. Statutory Disclaimer**

The following disclaimer is made pursuant to ORS 93.040(2):  
THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

## Closing Clause:

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate as of the day and year first above written.

**For Seller:**

### For Purchasers:

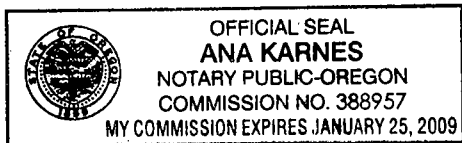
/s/ Ted Wheeler  
Ted Wheeler, Chair of the Multnomah  
County Board of Commissioners

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**STATE OF OREGON)**  
**) ss:**  
**County of Multnomah)**

This instrument was acknowledged before me on Oct. 16, 2008, by TED WHEELER



/s/ Lucy Thomas  
Title: NOTARY PUBLIC- OREGON

My commission expires: JAN 25, 2009

**STATE OF OREGON)**  
**) ss:**  
**County of Multnomah )**

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

/s/

**Title:** \_\_\_\_\_

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

STATE OF OREGON)  
County of Multnomah) ss:

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

/s/

**Title:** \_\_\_\_\_

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

Recorded at the request of:

Tax Title

503/4

After recording return to:

Tax Title

503/4

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

Slabtown Properties LLC

PO Box 14157

Portland OR 97293

## MEMORANDUM OF CONTRACT OF SALE

DATED: \_\_\_\_\_, 2008.

BETWEEN: MULTNOMAH COUNTY, ("Seller")  
(A Political Subdivision of the State of Oregon)  
501 SE Hawthorne, Portland, Oregon 97214

AND: Slabtown Properties LLC ("Purchaser")  
PO Box 14157  
Portland OR 97293

Pursuant to a Contract of Sale dated \_\_\_\_\_, 2008; Seller sold to Purchaser Seller's interest in that certain property in Multnomah County, Oregon, more particularly described as:

LOT 9 BLOCK 1 IREAN VILLAGE & PLAT 2-3

If not earlier paid, all amounts owed under the Contract of Sale will be due and payable on \_\_\_\_\_, 2023. The true and actual consideration for this conveyance is \$160,500 (US)

The following disclaimer is made pursuant to ORS 93.040(2):

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

Property Tax Account No. R187141

IN WITNESS WHEREOF, the parties have caused this memorandum to be executed as of the day and year first above written.

For Seller:

Ted Wheeler  
Ted Wheeler, Chair of the Multnomah  
County Board of Commissioners

For Purchaser:

Print Name: \_\_\_\_\_

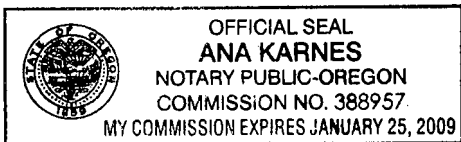
Print Name: \_\_\_\_\_

STATE OF OREGON)

) ss:

County of Multnomah )

This instrument was acknowledged before me on Oct. 16, 2008, by TED WHEELER.



/s/

Title: NOTARY PUBLIC - OREGON

My commission expires: JAN. 25, 2009

STATE OF OREGON)

) ss:

County of Multnomah )

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by \_\_\_\_\_ as  
\_\_\_\_\_ of Slabtown Properties LLC.

/s/

Title: \_\_\_\_\_

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

STATE OF OREGON)

) ss:

County of Multnomah )

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by \_\_\_\_\_ as  
\_\_\_\_\_ of Slabtown Properties LLC.

/s/

Title: \_\_\_\_\_

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



# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (revised 09/22/08)

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-5 DATE 10-16-08  
ANA KARNES, ASST BOARD CLERK

### Board Clerk Use Only

Meeting Date: 10/16/08  
Agenda Item #: C-5  
Est. Start Time: 9:30 AM  
Date Submitted: 10/07/08

### BUDGET MODIFICATION: DCHS - 11

**BUDGET MODIFICATION DCHS-11 Reclassifying One Administrative Secretary position to Administrative Analyst Senior Position in the**  
**Agenda Title: Developmental Disabilities Services Division, as Determined by Class/Comp Unit of Central Human Resources**

*Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.*

Requested Meeting Date:	<u>October 16, 2008</u>	Amount of Time Needed:	<u>N/A</u>
Department:	<u>County Human Services</u>	Division:	<u>Developmental Disabilities</u>
Contact(s):	<u>Kathy Tinkle</u>		
Phone:	<u>988-3691</u>	Ext.	<u>26858</u>
		I/O Address:	<u>167/620</u>
Presenter(s):	<u>Consent Agenda</u>		

### General Information

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

The Department of County Human Services recommends approval of budget modification DCHS-11 reclassifying one position in the Developmental Disabilities Services Division (DDSD) from an Administrative Secretary to Administrative Analyst Senior, as determined by the Class/Comp unit of Central Human Resources.

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

This budget modification is regarding an Administrative Secretary position (713133) in the Administration & Support program in DDSD; which reflects a Class/Comp decision on a reclassification request initiated by the Director of DDSD. The Director felt that the previous classification was no longer appropriate as the job duties had expanded, and thus sought a reclassification review. Class/Comp reviewed the submitted job duties and descriptions and determined that an Administrative Services Analyst Senior was the best fit for the position.

The reasons for the classification decision by the Central HR Class/Comp Unit were as follows:

“This position provides high level, advanced professional administrative support to the DDSD Division Director, oversees day-to-day operations of DD office, and supervises/directs the work of professional and administrative staff. Essential functions include: develop, plan, and implement the goals/objectives of the administrative support function; recommend, implement, and administer policies and procedures; supervise fiscal activities and staff; coordinate the development and administration of division budget; monitor and approve expenditures; provide or coordinate staff training; and represent department/division on intergovernmental, intra-governmental, and other committees. After thorough analysis, it was determined that the Administrative Analyst Senior (9005) was a stronger match to these functions.”

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

The annual personnel cost for the Administrative Analyst Senior position is \$85,793; which includes the base rate (\$55,453), Salary Related Expenses (\$16,065), and Insurance (\$14,275). On an annual basis this equates to an increase of \$6,877. Since this reclassification is retroactive to September 8, 2008, it will result in an increase in personnel costs by \$5,571 for Fiscal Year 2009 (FY09). Cost savings from a vacant Office Assistant 2 position (713687) will offset the increase in personnel costs for the current budget year. Personnel costs will continue to increase over time, as the pay scale for the Administrative Analyst Senior position is higher than an Administrative Secretary.

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

N/A

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

N/A



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## ATTACHMENT A

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### Budget Modification

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

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

No revenue is being changed. The financial impact is neutral, as the cost savings and the increase in personnel costs derive from the same funding source, Local Administration.

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

Budget impact is neutral.

- **What do the changes accomplish?**

Approves the classification decision from Human Resources Class/Comp, and allows for a classification that better reflects the functions and duties of the position involved.

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

Yes. The approval of this budget modification will result in reclassifying one position in Developmental Disabilities Services Division from Administrative Secretary to Administrative Analyst Senior, as determined by the Class/Comp unit of Central Human Resources.

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

N/A

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

N/A

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

N/A

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

N/A

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

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**BUDGET MODIFICATION: DCHS - 11**

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### Required Signatures

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

*Kathy Link for Joanne Fuller*

**Date:** 10/06/08

**Budget Analyst:**

*Angela Burdine*

**Date:** 10/07/08

**Department HR:**

*Paula Brown*

**Date:** 10/06/08

**Countywide HR:**

**Date:**

Budget Modification ID: **DCHS-11****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2008

Line No.	Fund Center	Fund Code	Program #	Func. Area	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
						Cost Center	WBS Element						
1	20-50		25010	40			DD RRT LA	50190	(668,878)	(663,307)	5,571		Federal/State
2	20-50		25010	40			DD RRT LA	60000	335,396	331,269	(4,127)		Permanent (OA2 713687)
3	20-50		25010	40			DD RRT LA	60130	100,254	99,058	(1,196)		Salary Related Expense
4	20-50		25010	40			DD RRT LA	60140	107,707	107,459	(248)		Insurance
5													
6	20-50		25010	40			DD ADM LA	50190	(1,130,438)	(1,136,009)	(5,571)		Federal/State
7	20-50		25010	40			DD ADM LA	60000	662,944	667,071	4,127		Permanent (AA Sr. 713133)
8	20-50		25010	40			DD ADM LA	60130	192,054	193,250	1,196		Salary Related Expense
9	20-50		25010	40			DD ADM LA	60140	127,361	127,609	248		Insurance
10													
11													
12										0			
13										0			
14										0			
15										0			
16										0			
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

**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	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
80001	6005		DD ADM LA	Adm. Secretary	713133	(1.00)	(50,358)	(14,589)	(13,969)	(78,916)
80001	9005		DD ADM LA	Adm. Analyst Sr.	713133	1.00	55,453	16,065	14,275	85,793
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL ANNUALIZED CHANGES						0.00	5,095	1,476	306	6,877

**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	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
80001	6005		DD ADM LA	Adm. Secretary	713133	(0.81)	(40,790)	(11,817)	(11,315)	(63,922)
80001	9005		DD ADM LA	Adm. Analyst Sr.	713133	0.81	44,917	13,013	11,563	69,493
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL CURRENT FY CHANGES						0.00	4,127	1,196	248	5,571

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

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Please complete this form and return to the Board Clerk

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

MEETING DATE: 10-16-08

SUBJECT: Judicial abuse

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AGENDA NUMBER OR TOPIC: \_\_\_\_\_

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

NAME: Roger Weech WEDNER

ADDRESS: 3526 S.E. Franklin

CITY/STATE/ZIP: Portland, Ore

PHONE: DAYS 503-232-6691 EVES: same

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

SPECIFIC ISSUE: \_\_\_\_\_

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

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**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.

**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: 10-16-08

SUBJECT: Multnomah County Elections

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AGENDA NUMBER OR TOPIC: \_\_\_\_\_

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

NAME: Janice Dysinger

ADDRESS: 32235 SE Pipeline Rd

CITY/STATE/ZIP: Gresham, OR

PHONE: DAYS: 503 757-0670

EVES: 503 603 2287

EMAIL: janice@liferoses.com

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

SPECIFIC ISSUE: \_\_\_\_\_

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WRITTEN TESTIMONY: see attached

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**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.

To the Honorable Multnomah County Commissioners,

In concern for the Multnomah County Election integrity, request is made to insure the public trust:

1. Presently each election board table has 4 people on them. There are 2 Democrats and 2 "Other" parties to review each ballot. This was the statement from Tim Scott at the Q & A on Sept 16<sup>th</sup> at the Elections office. Tim told me this week that he has found enough Republican now to place 24 Republicans for the 28 tables, almost enough for 1 per table.. If the Commission could supply enough funding to hire 4 more Republicans that would be a wonderful step in showing fairness. Right now there are 56 Democrats hired, putting 2 Democrats at each board table. I am sure I could find volunteers if it would be helpful to donate their time to be on the election board. But there may be some policy necessitating that these election board personnel be hired staff. Considering that of the contending parties there are only 2 parties (Dems and Reps) that have a chance at winning the election for president, we should at least have one Republican representative at each table.

2. Request better access for the observers during the process of verification the voter's signatures on the outer envelope of the ballots. At present observers have to stand outside the room behind a glass window. (The glass window is only 5' wide for all observing parties to use.) It is difficult to see. Tim Scott said we can use binoculars but that is difficult and not in the spirit of "Sunshine laws" for observation.

3. The HAVA (Help America Vote Act) will be enforced in this county. There are rumors that some in Salem are seeking to request a wavier of the HAVA for Oregon. Please use your power as County Commissioners to uphold this Federal Law. Voters that do not produce ID can not vote for Federal offices. I do not think that voters who cannot produce a minimal ID requirement should be able to vote for state offices either, but we need to at least enforce this Federal law. At present, there are approximately 2900 voters in Multnomah County registered without ID.

Thank you,

Janice Dysinger  
Multnomah County Republican Executive Committee  
Alternate Delegate  
503 757 0670



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 10/16/08  
Agenda Item #: R-1  
Est. Start Time: 9:30 AM  
Date Submitted: 10/02/08

**Agenda Title:** Appointment of Brad McLean and Alexander Ben-Israel to the Audit Committee.

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

Requested Meeting Date: October 16, 2008 Amount of Time Needed: 5 minutes  
Department: Non Departmental Division: Auditors Office  
Contact(s): Judy Rosenberger  
Phone: 503 988-3320 Ext. 83320 I/O Address: 503/601  
Presenter(s): Auditor LaVonne Griffin-Valade, Alexander Ben-Israel

### General Information

1. What action are you requesting from the Board?  
Approve appointments to Audit Committee
2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.  
Appointment of Brad McLean and Alexander Ben-Israel to the Audit Committee.
3. Explain the fiscal impact (current year and ongoing).
4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

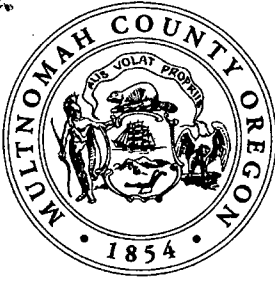
### Required Signature

Elected Official or  
Department/  
Agency Director:

LaVonne Griffin-Valade

Date: October 2, 2008





# LaVonne Griffin-Valade Multnomah County Auditor

501 SE Hawthorne Room 601

Portland, Oregon 97214

Phone: (503) 988-3320

To: Ted Wheeler, County Chair  
Board of County Commissioners

From: LaVonne Griffin-Valade, County Auditor *LaVonne Griffin-Valade*

Subject: Appointment of Audit Committee Members

Date: October 1, 2008

The County's Audit Committee has two vacancies for citizen members. One of these is for a current Audit Committee member, Brad McLean, whose three-year term expires November 1<sup>st</sup>. Brad is eligible for another three-year term and has agreed to serve on the Committee again. The other position was filled by Lisa Alfano, who recently took a position with the County and is no longer eligible to serve on the Audit Committee. The Citizen Involvement Committee has recommended Alexander Ben-Israel, who has agreed to fill this vacancy.

I am pleased to recommend these two individuals to serve on the County's Audit Committee and appreciate the efforts Kathleen Todd has put in finding well qualified and interested citizens willing to serve on the County's Audit Committee.

1. Brad McLean will be taking a second term on the Audit Committee from November 1, through June 30, 2012. Brad is a controller by profession and has provided valuable insights as a citizen member of the committee. The County Code recently changed the terms for citizens on the Audit Committee to begin on July 1 to coordinate with the County's fiscal year and audit schedules. Because the Code requires staggered terms we are requesting Brad's term extend seven months beyond the three years.
2. Alexander Ben-Israel will be filling the vacated citizen position which ends June 30, 2011. He is executive director with Avamere Living and very involved in the community. Alexander is a PTA member at Maplewood Elementary and involved in their Safe Routes to School program. He is also a member of the Assisted Living/Residential Care Council; the Oregon Health Care Association and a past chair of that body's Public Policy Committee; and the Citizen Involvement Committee.



## MULTNOMAH COUNTY

### AGENDA PLACEMENT REQUEST (short form)

#### Board Clerk Use Only

Meeting Date: 10/16/08  
Agenda Item #: R-2  
Est. Start Time: 9:35 AM  
Date Submitted: 10/07/08

**Agenda Title:** Appointment of Michael Mace, Sharon Cowley, Basil N. Panaretos, William N. Ross, Robert Heimbucher, Neal Galash and Judy Knowls Boyer to the 2008-2009 Board of Property Tax Appeals

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

Requested Meeting Date: October 16, 2008 Amount of Time Needed: 10 min  
Department: Non-Departmental Division: Chair's Office  
Contact(s): Tara Bowen-Biggs  
Phone: (503) 988-3308 Ext. 83953 I/O Address: 503/600  
Presenter(s): Deborah Huff (ext, 22773)

#### General Information

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

Request board approval of appointment of Michael Mace, Sharon Cawley, Basil N. Panaretos, William N. Ross, Robert Heimbucher, Neal Galash and Judy Knowls Boyer to the 2008-2009 Board of Property Tax Appeals.

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

The Board of Property Tax Appeals (BoPTA) hears petitions for reductions for real market or assessed value of property (as specified in ORS 309.026). BoPTA also considers applications to excuse liability for penalty imposed under ORS 308.295. Membership includes a pool of the County governing body or non-office holding County residents to serve in their place; a pool of non-office holding residents of the County who are not employees of the County or of any taxing district within the County; a pool of members of the governing body of a school district within the County. Members are appointed annually by the Board of County Commissioners. Debi Huff is the BoPTA Clerk

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

No fiscal impact

**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

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**Required Signature**

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Elected Official or  
Department/  
Agency Director:

TED WHEELER

Date: October 7, 2008



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-3 DATE 10-16-08  
ANA KARNES, ASST BOARD CLERK

### Board Clerk Use Only

Meeting Date: 10/16/08  
Agenda Item #: R-3  
Est. Start Time: 9:40 AM  
Date Submitted: 10/07/08

### BUDGET MODIFICATION: NOND - 02

**BUDGET MODIFICATION NOND-02 Appropriating \$78,954 of County**  
**Agenda General Fund Contingency to Fund FY 2009 Salary Commission**  
**Title: Recommendations for the Board of County Commissioners and the Sheriff**

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

Date Requested:	<u>August 14, 2008</u>	Time Requested:	<u>5 Minutes</u>
Department:	<u>Non-Departmental</u>	Division:	<u>BCC</u>
Contact(s):	<u>Travis R. Graves, Human Resource Director</u>		
Phone:	<u>503-988-6134</u>	Ext.	<u>86134</u>
	I/O Address:		<u>503-4</u>
Presenter(s):	<u>Travis R. Graves, Human Resource Director</u>		

### General Information

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

Approval of Budget Modification Nondepartmental-02 appropriating \$78,954 of County General Fund contingency to fund Salary Commission recommendations for the Board of County Commissioners and the Sheriff in FY 2009.

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

In 2004, the voters approved a ballot measure submitted by the Multnomah County Charter Review Commission that modified the language of the County Charter, Section 4.30 to read as follows:

"The auditor shall appoint a five-member salary commission, composed of qualified human resource professionals with compensation experience, by January 1 of each even year. The salary commission shall *set the salaries* for the chair of the board of county commissioners and the county commissioners, documenting the basis of its decisions."

Under the authority of Section 4.30 of the Multnomah County Home Rule Charter as amended

November 2, 2004, the 2008 Multnomah County Salary Commission (Commission) was appointed by the County Auditor and convened to set the salaries for the Board of County Commissioners (BOCC), specifically the positions of Multnomah County Commissioner (Commissioner) and Chair of the Board of County Commissioners (Chair). The Commission met this past spring, and issued its recommendations for Chair and Board of County Commissioner salaries on May 23, 2008.

Additionally, in 1991 a County Counsel's opinion stated that the Salary Commission may also make recommendations regarding the salaries of the Sheriff and District Attorney, if requested. This is the first year the Sheriff has requested the Salary Commission make a salary recommendation. The Commission was given the authority, under the BOCC Resolution No. 05-169 dated October, 2005, to recommend salary adjustments to the District Attorney's salary in future years. In 2006, the Commission made the first recommendation regarding the District Attorney's salary and the 2008 Commission, in accordance with the 2005 Resolution, will again make a recommendation.

The Salary Commission set the Chair's salary at the midpoint of the Multnomah County Department Director II 2008/09 salary range or at \$137,262 annually. The Commission set the Board of County Commissioners' salaries at \$88,000 annually. Additionally, the Commission recommends that the salary of the Sheriff be increased to \$135,000 annually for 2008/09, and it recommends that the salary of the District Attorney be retained at the 75<sup>th</sup> percentile of the Department Director II salary range for fiscal years 2008/09 and 2009/10, for no change in FY 2009.

The amounts for the commissioners and the Sheriff are higher than what was included in the FY 2009 budgets for elected official salaries. This action is needed to allow the County to comply with the Salary Commission actions without overspending appropriations in FY 2009.

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

The General Fund Contingency is reduced by \$78,954 and the appropriations for Non-Departmental and the Sheriff's Office are increased by the same amount. This action will increase personnel costs in the future.

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

N/A

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

The Salary Commission is appointed by the County Auditor, and is required to consist of qualified human resource professionals with compensation experience. The current Commission conducted its work between January and May, 2008.

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## ATTACHMENT A

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### Budget Modification

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

- **What revenue is being changed and why?**  
The Risk Fund revenue is being increased by \$3,962
- **What budgets are increased/decreased?**  
The General Fund Contingency is reduced by \$78,954, the appropriation for Non-Departmental is increased by \$52,076, and the Sheriff's Office appropriation is increased by \$26,878.
- **What do the changes accomplish?**  
The changes will allow the Board of County Commissioners and the Sheriff's Office to pay for the Salary Commission recommendations without overspending their appropriations.
- **Do any personnel actions result from this budget modification? Explain.**  
None.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**  
N/A
- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**  
The contingency request is one time only, although the cost is ongoing and will increase in the future.
- **If a grant, what period does the grant cover?**  
N/A
- **If a grant, when the grant expires, what are funding plans?**  
N/A

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### Contingency Request

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If the request is a **Contingency Request**, please answer all of the following in detail:

- **Why was the expenditure not included in the annual budget process?**  
The Salary Commission met last spring, and issued its report at the end of May, 2008, just as the Board was in the process of adopting the budget. The recommendations came too late to include in the FY 2009 budget.
- **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**  
All Board of County Commissioner office budgets were reduced by 3% during the FY 2009 budget process. This funding reduction eliminated the ability to absorb the increases within existing appropriations. The Sheriff's Office did not identify other funds available to cover this increase.
- **Why are no other department/agency fund sources available?**  
All other Non-Departmental resources are fully committed. The Sheriff's Office did not identify other funds available to cover this increase.

- **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account. What are the plans for future ongoing funding?**

This expenditure produces no new revenue or cost savings.

- **Has this request been made before? When? What was the outcome?**

The County typically funds these required salary adjustments from the General Fund contingency. For example, an FY 2008 bud mod requested contingency funding for the Legislatively-set Auditor salary increase. That request was approved by the Board of County Commissioners.

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

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## ATTACHMENT B

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**BUDGET MODIFICATION: NOND - 02**

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### Required Signatures

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**Department/  
Agency Director:**

*Carol M. Ford*

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**Date:** 09/04/08

---

**Budget Analyst:**

*Debra*

---

**Date:** 10/07/08

---

**Department HR:**

---

**Date:**

---

**Countywide HR:**

*Tami Graves*

---

**Date:** 09/04/08

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Budget Modification ID: **Nond 02****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2008

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center	WBS Element						
1	10-20	1000	10000	20		100100		60000		14,214	14,214		Midpoint Dep Dir II
2	10-20	1000	10000	20		100100		60130		4,469	4,469		Fringe T3
3	10-20	1000	10000	20		100100		60140		853	853		Insurance
4										0			
5	10-21	1000	10001	20		102100		60000		6,000	6,000		Per Salary Commission
6	10-21	1000	10001	20		102100		60130		1,738	1,738		Fringe T1
7	10-21	1000	10001	20		102100		60140		360	360		Insurance
8										0			
9	10-22	1000	10002	20		102210		60000		6,000	6,000		Per Salary Commission
10	10-22	1000	10002	20		102210		60130		1,886	1,886		Fringe T3
11	10-22	1000	10002	20		102210		60140		360	360		Insurance
12										0			
13	10-23	1000	10003	20		102300		60000		6,000	6,000		Per Salary Commission
14	10-23	1000	10003	20		102300		60130		1,738	1,738		Fringe T1
15	10-23	1000	10003	20		102300		60140		360	360		Insurance
16										0			
17	10-24	1000	10004	20		102450		60000		6,000	6,000		Per Salary Commission
18	10-24	1000	10004	20		102450		60130		1,738	1,738		Fringe T1
19	10-24	1000	10004	20		102450		60140		360	360		Insurance
20										0			
21	60-00	1000	60000	50		600000		60000		18,547	18,547		Per Salary Commission
22	60-00	1000	60000	50		600000		60130		6,662	6,662		Fringe T1 P&F
23	60-00	1000	60000	50		600000		60140		1,669	1,669		Insurance
24										0			
25	19	1000	95000	20		9500001000		60470		(78,954)	(78,954)	<b>78,954</b>	Reduce Contingency
26										0			
27	72-10	3500		20		705210		50316		(3,962)	(3,962)		Increase Insurance SR
28	72-10	3500		20		705210		60330		3,962	3,962		Increase Insurance SR
29													
											0	<b>78,954</b>	Total - Page 1
											0	<b>78,954</b>	GRAND TOTAL



**Department of County Management**  
**MULTNOMAH COUNTY OREGON**

Budget Office

501 SE Hawthorne Blvd., Suite 531  
Portland, Oregon 97214  
(503) 988-3312 phone  
(503) 988-5758 fax  
(503) 988-5170 TDD

TO: Board of County Commissioners

FROM: Julie Neburka, Principal Budget Analyst

DATE: October 7, 2008

SUBJECT: General Fund Contingency Request for \$78,954 to fund salary adjustments for the Board of County Commissioners and the Sheriff (Budget Modification NOND-02).

The Board of County Commissioners and the Sheriff's Office request \$78,954 from the General Fund contingency to pay for Salary Commission-required increases to Board of County Commissioner salaries, effective July 1<sup>st</sup>, 2008.

In 2004, the voters approved a ballot measure submitted by the Multnomah County Charter Review Commission that modified the language of the County Charter, Section 4.30 to read as follows:

"The auditor shall appoint a five-member salary commission, composed of qualified human resource professionals with compensation experience, by January 1 of each even year. The salary commission shall *set the salaries* for the chair of the board of county commissioners and the county commissioners, documenting the basis of its decisions."

Under the authority of Section 4.30 of the Multnomah County Home Rule Charter as amended November 2, 2004, the 2008 Multnomah County Salary Commission (Commission) was appointed by the County Auditor and convened to set the salaries for the Board of County Commissioners (BCC), specifically the positions of Multnomah County Commissioner (Commissioner) and Chair of the Board of County Commissioners (Chair). The Commission met this past spring, and issued its recommendations for Chair and Board of County Commissioner salaries on May 23<sup>rd</sup>, 2008.

Additionally, in 1991 a County Counsel's opinion stated that the Salary Commission may also make recommendations regarding the salaries of the Sheriff and District Attorney, if requested. This is the first year the Sheriff has requested the Salary Commission make a salary recommendation. The Commission was given the authority, under the BOCC Resolution No. 05-169 dated October, 2005, to recommend salary adjustments to the District Attorney's salary in future years. In 2006, the Commission made the first recommendation regarding the District Attorney's salary and the 2008 Commission, in accordance with the 2005 Resolution, will again make a recommendation.

The Salary Commission set the Chair's salary at the midpoint of the Multnomah County Department Director II 2008/09 salary range, or at \$137,262 annually. The Commission set the Board of County Commissioners' salaries at \$88,000 annually. Additionally, the Commission recommends that the salary of the Sheriff be increased to \$135,000 annually for 2008/09, and it recommends that the salary of the District Attorney be retained at the 75<sup>th</sup> percentile of the Department Director II salary range for fiscal years 2008/09 and 2009/10, for no change in FY 2009.

The amounts for the commissioners and the Sheriff are higher than what was included in the FY 2009 budgets for elected official salaries. This action is needed to allow the County to comply with the Salary Commission actions without overspending appropriations in FY 2009.

The County typically funds these required salary adjustments from the General Fund contingency. For example, an FY 2008 bud mod requested contingency funding for the Legislatively-set Auditor salary increase. That request was approved by the Board of County Commissioners.

#### **General Fund Contingency Policy Compliance**

The Budget Office is required to inform the Board if contingency requests submitted for approval satisfy the general guidelines and policies for using the General Fund Contingency. The request is consistent with County Policy Criteria #2 as it was an unanticipated cost.

- Criteria 1 States contingency requests should be for one-time-only purposes. This request is not one time only and requires funding in the future.
- Criteria 2 Addresses emergencies and unanticipated situations. *This expenditure meets this requirement as it was unanticipated due to the timing of the Salary Commission's work this past spring.*
- Criteria 3 Addresses items identified in Board Budget Notes. This item was not identified in a budget note.



# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (revised 09/22/08)

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # 2-4 DATE 10-16-08  
ANA KARNES, ASST BOARD CLERK

### Board Clerk Use Only

Meeting Date: 10/16/08  
Agenda Item #: R-4  
Est. Start Time: 9:42 AM  
Date Submitted: 10/02/08

### BUDGET MODIFICATION:NOND- 06

**BUDGET MODIFICATION NOND-06 Transferring Funds from Multnomah County Health Department to Commission on Children, Families & Community**  
**Agenda for the Provision of Video and New Media Services for the Health Equity**  
**Title: Initiative**

*Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.*

Requested Meeting Date:	<u>October 16, 2008</u>	Amount of Time Needed:	<u>5 min</u>
Department:	<u>Non-Departmental</u>	Division:	<u>CCFC</u>
Contact(s):	<u>Joshua Todd</u>		
Phone:	<u>503-988-5839</u>	Ext.	<u>85839</u>
	I/O Address: <u>167/200/1</u>		
Presenter(s):	<u>Joshua Todd (CCFC), Tricia Tillman (MCHD), Seth Evans (Youth Commissioner)</u>		

### General Information

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

Approval of a budget modification which transfers \$4,990.00 from the Multnomah County Health Department's Health Equity Initiative (HEI) to the Multnomah County Commission on Children, Families & Community (CCFC) for provision of video and new media services to benefit the HEI.

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

The Multnomah Youth Commission, a committee of and housed at the CCFC, will engage local youth to film 2 HEI report back sessions, interview MCHD staff, HEI facilitators, and community members. This "collateral" will be used to create at least 1 public service announcement for the HEI as well as a 3-5 minute documentary of the Initiative and their process. This documentary will be used to expand the community awareness about not only the HEI but also more broadly, health disparities in Multnomah County. All interviews will also be edited into short 1-minute testimonials. All videos will be produced so MCHD staff can post them to their website and

increase visibility for the project. MYC will also provide guidance and technical support to help distribute this video content via new media channels, including YouTube, Facebook, Myspace, and other peer-to-peer electronic networking sites.

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

This budget modification will increase the CCFC budget by \$4,990.00 through a journal entry transfer between MCHD and CCFC. The transfer is budget neutral for the overall County budget.

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

Videos produced could be used to help inform community members about proposed policy options developed through the HEI community process. By utilizing nontraditional methods of engaging the public we increase the amount of engagement in the HEI process and in turn could produce more informed policy choices.

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

The HEI has been rooted in community engagement and education. This media project looks to expand the reach of the community engagement by creating short videos that community members could view to learn more about HEI, even if they were unable to attend any of the report back sessions.

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## ATTACHMENT A

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### Budget Modification

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

- What revenue is being changed and why?

None.

- What budgets are increased/decreased?

CCFC's General Fund budget is increased by \$4990.00. MCHD's HEI budget is decreased by \$4,990.

- What do the changes accomplish?

Provide training and support for a group of 6 young people to utilize existing media equipment owned by the Multnomah Youth Commission. These young people will work with a local media consultant to build their film and production skills and produce video content for the HEI as outlined in the Service-Level Agreement between MCHD and CCFC (see attached).

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

No personnel actions for county employees will result from this budget modification. The CCFC will work with a local media consultant to provide training and technical assistance to the Youth Commission media team.

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

All costs associated with this project will be paid out of this budget modification or absorbed by the CCFC under its current budget.

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

This is a one-time project. While future projects may develop from this partnership none are currently planned.

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

N/a

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

N/a

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

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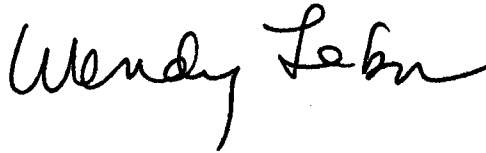
**BUDGET MODIFICATION: NOND - 06**

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### Required Signatures

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



**Date:** 10/01/08

**Budget Analyst:**



**Date:** 10/02/08

**Department HR:**

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

**Countywide HR:**

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

**MULTNOMAH COUNTY HEALTH DEPARTMENT**  
**SERVICE LEVEL AGREEMENT**

**This Service Level Agreement (SLA) represents the understanding between**

**Multnomah County Health Department**

**And**

**Multnomah County Commission On Children, Families and Community through its  
Multnomah Youth Commission**

**For the delivery of**

**Videography and New Media Services**

**During**

**Fiscal Year 2008 - 2009**



**Agreement Number XXXXX**

**MULTNOMAH COUNTY HEALTH DEPARTMENT**

**AND**

**MULTNOMAH COUNTY COMMISSION ON CHILDREN, FAMILIES AND  
COMMUNITY through its MULTNOMAH YOUTH COMMISSION**

**SERVICE LEVEL AGREEMENT**

**TABLE OF CONTENTS**

1.	Purpose and Parties to the Agreement-----	2
2.	Effective Date and Term -----	2
3.	Definitions-----	2
4.	Description of Services -----	2
5.	Special Conditions-----	2
6.	Performance Objectives -----	2
7.	Reporting Requirements-----	2
8.	Compensation -----	3
9.	Signature Page -----	3

## **SERVICE LEVEL AGREEMENT**

**Agreement Number XXXXXXXX**

### **Between:**

This Service Level Agreement (SLA) represents the understanding between Multnomah County Health Department (MCHD) and Multnomah County Commission on Children, Families and Community (CCFC) for the delivery of Videography and New Media services.

### **Purpose:**

The departments agree that CCFC will provide or subcontract to provide Videography and new media services and MCHD will provide funding for these services through its Health Equity Initiative (HEI).

1. **Term:** This agreement is effective upon receipt of all necessary signatures and until all terms of the agreement are met, which shall not be later than June 30, 2009.
2. **Description of Services:** CCFC will provide or subcontract to provide Filmography and new media services.

CONTRACTOR or its subcontractor will include the following specific services, program outcomes, and reporting requirements:

A. CONTRACTOR or its subcontractor will provide the following videography services:

- 1) Film at least 2 HEI community report back sessions, to be identified in advanced so the public may be notified.
- 2) Conduct on camera interviews, scheduled by CONTRACTOR with:
  - a. Health Department Management and line staff
  - b. HEI facilitators
  - c. HEI Community Partners
  - d. Members of the public familiar with the HEI, (to be filmed at HEI report back sessions).
- 3) Produce at least 1 -30 second Public Service Announcement regarding the HEI.
- 3) Produce 1 documentary in length of 3-5 minutes about the HEI.

- 4) Interviews filmed for documentary shall be packaged and produced so that each interview could be uploaded separately to the MCHD website, YouTube Channel, Facebook, or Myspace profiles
  - 5) Provide assistance and support to HEI in the creation of a "YouTube," "Facebook," and "MySpace" account and page for the HEI as deemed necessary by the HEI staff.
- B. CONTRACTOR or its subcontractor will provide training and stipends for local youth to conduct all interviews and serve as the primary film crews for the entirety of this contract.
- C. CONTRACTOR or its subcontractor agrees that future funding of this project will depend, in part, on MCHD's assessment of the projects' success in meeting service outputs and outcomes.

**3. Subcontractor Program Performance Measures:**

N/A

**4. Reporting Requirements:** CCFC will submit the following reports as deliverables:

- Budget report detailing all expenditures of Health Department funds. Due upon completion of project.
- Final report detailing work accomplished, contacts made, and reflections of youth and adult participants on the project and key elements that led to success and areas for improvement. Due with media deliverables.

Deliverables shall be sent to:

Trisha Tillman, Health Equity Initiative Manager  
Multnomah County Health Department  
3653 SE 34<sup>th</sup> Avenue  
Portland, OR 97202-3034

5. **Compensation:** MCHD will transfer funds via journal entry to CCFC in one lump sum to be paid no later than 10 business days after the effective date of this agreement. CCFC will provide to MCHD the WBS element to transfer funds to and the name of the CCFC staff person to contact regarding funds transfer. Total compensation will not exceed \$4,990.00.

**This Is The Entire Service Level Agreement:**

This Service Level Agreement (SLA) constitutes the entire agreement between CCFC and MCHD. This SLA may be modified or amended only by the written agreement of CCFC and MCHD.

---

Lillian Shirley, Director  
Multnomah County Health Department

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Date

---

Tricia Tillman, Program Manager  
Health Equity Initiative

---

Date

---

Wendy Lebow, Director  
Commission On Children, Families and Community

---

Date

Budget Modification ID: **NOND-06****EXPENDITURES & REVENUES**

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

**Budget/Fiscal Year: 2009**

Line No.	Fund Center	Fund Code	Func. Area	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Cost Center	WBS Element						
1	40-30	1000	30			43560-GF	60210	4,000	1,505	(2,495)		Rentals
2	40-30	1000	30			43560-GF	60260	4,000	1,505	(2,495)		Travel & Training
3	10-50	1000	40			CCFC.YOUTH.1000	60170	0	4,990	4,990		Professional services
4											0	
5									0			
6									0			
7									0			
8									0			
9									0			
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										0	0	Total - Page 1
										0	0	GRAND TOTAL



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST short form

### Board Clerk Use Only

Meeting Date: 10/16/08  
Agenda Item #: R-5  
Est. Start Time: 9:45 AM  
Date Submitted: 10/02/08

**Agenda Title:** PUBLIC HEARING Authorizing the Transfer of a Tax Foreclosed Property to Oregon Sustainable Agriculture Land Trust (OSALT), for Open Space and Natural Areas, for Perpetual Public Use

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

<b>Date Requested:</b>	October 16, 2008	<b>Time Requested:</b>	5 minutes
<b>Department:</b>	Community Services	<b>Division:</b>	Tax Title
<b>Contact(s):</b>	Gary Thomas		
<b>Phone:</b>	503-988-3590	<b>Ext.</b>	22591
<b>Presenter(s):</b>	Gary Thomas		
<b>I/O Address:</b>	503/4/TT		

### General Information

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

Approve the transfer of a tax foreclosed property described in the attached deed without monetary consideration to Oregon Sustainable Agriculture Land Trust (OSALT), for open space, or natural areas, for perpetual public use.

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

The subject property is a vacant lot more or less 25' wide x 135' long located between 5272 NE 8<sup>th</sup> Ave and 828 NE Emerson St that came into county ownership through the foreclosure of delinquent tax liens on July 16, 1991. A single family residence was formerly sited on the lot but was demolished in 1991. On 7/22/2000, the Portland Brownfield Showcase Policy Committee selected the subject property as a Showcase Demonstration site. In October 2000, the City of Portland, Bureau of Environmental Services completed a Phase I Environmental Site Assessment of the property. The results concluded that the site was clean except for elevated levels of lead and arsenic in certain areas of the lot.

Our office received a letter dated 11/1/2000 from Oregon Sustainable Agriculture Land Trust (OSALT) dated November 11, 2000 expressing an interest in the subject parcel. OSALT agreed to undertake remediation of the contaminated areas of the site but, instead of simply removing the soil,

they proposed to clean the site by bio remediation. Considering the liability issues associated with transferring a contaminated property, a requirement was made of OSALT to obtain DEQ approval of any remediation plan.

Over the course of the next few years, numerous meetings took place between DEQ and representatives from OSALT regarding the proposed bio remediation plan. In February of 2007 we received a letter from DEQ stating that the site has been entered into DEQ's Independent Cleanup Pathway program to meet DEQ requirements for securing a No Further Action determination. The letter ends by endorsing the transfer of the property from Multnomah County to OSALT.

The County Attorney's Office recommended that a Performance Agreement as well as an Action Plan be agreed to by OSALT and included as part of the transfer to OSALT. The Action Plan is attached as Exhibit E.

The attached Exhibit A, a plat map, shows the location of the lot. Exhibit B, an aerial photo shows characteristics of the neighborhood. Exhibit C includes two photos of the lot. Exhibit D is a letter from DEQ recommending transfer of the site to OSALT.

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

The Transfer of the property to OSALT will allow for a use of the land that will benefit the surrounding community as well as generate interest in sustainable practices.

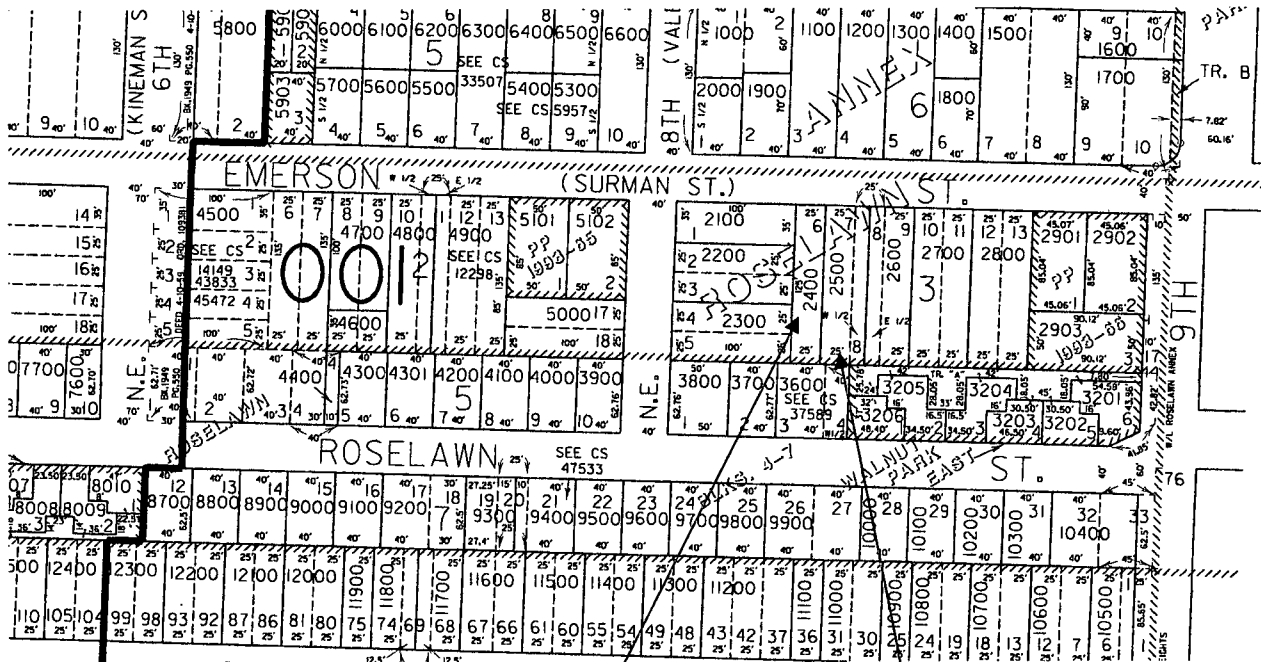
**4. Explain any legal and/or policy issues involved.**

No legal issues are expected.

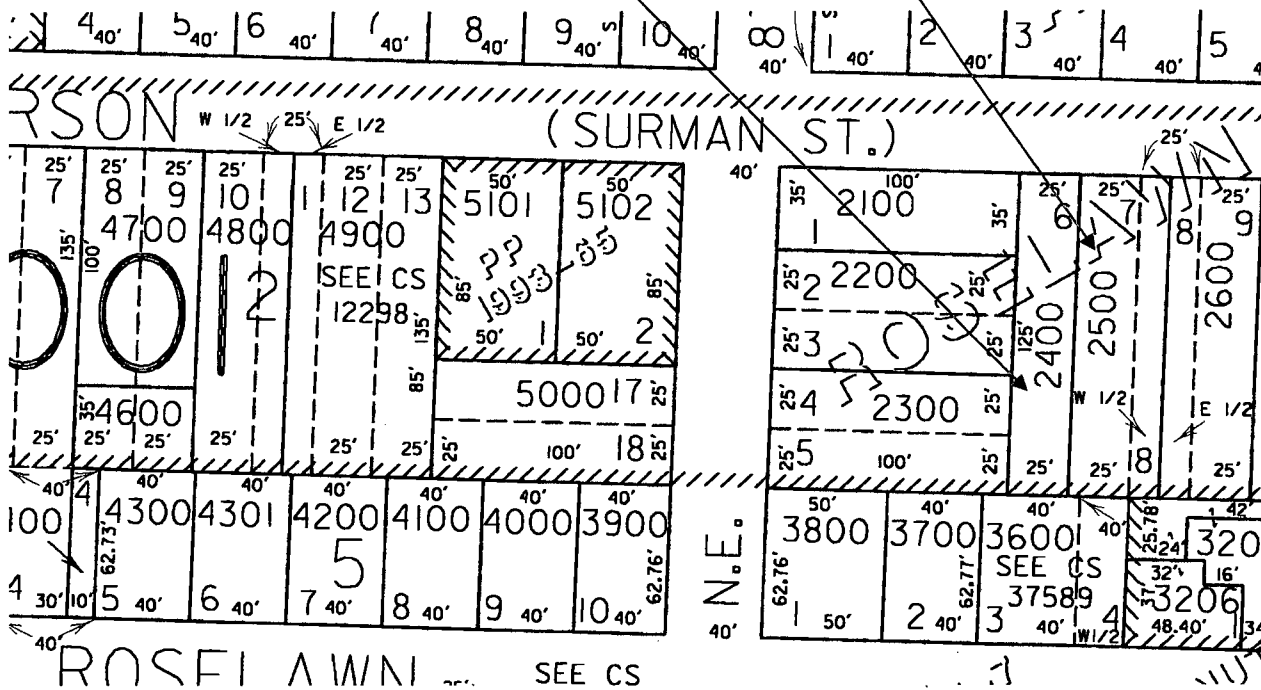
**5. Explain any citizen and/or other government participation that has or will take place.**

Notice of this public transfer hearing will be published in The Daily Journal of Commerce, Public Notice Section for one day in two successive weeks.

# EXHIBIT A



Subject 828 NE Emerson





## EXHIBIT B



Subject Lot

828 NE Emerson

EXHIBIT C



## EXHIBIT D



**Oregon**

Theodore Kulongoski, Governor

### Department of Environmental Quality

Northwest Region Portland Office

2020 SW 4<sup>th</sup> Avenue, Suite 40

Portland, OR 97201-498

(503) 229-526

FAX (503) 229-694

TTY (503) 229-547

February 7, 2007

Gary Thomas  
Multnomah County Tax Title Department  
PO Box 2716  
Portland, OR 97208

RE: **Independent Cleanup**  
**OSALT Community Garden Site**  
**822 NE Emerson, Portland, Oregon**  
**DEQ ECSI File No. 4754**

Dear Mr. Thomas,

It is our understanding that Multnomah County intends to transfer the subject property located at 822 NE Emerson St, Portland, Oregon to the Oregon Sustainable Agricultural Land Trust (OSALT) for eventual conversion to a community garden. It will do so once it receives assurance that OSALT has created a plan that will guide the site's future in manner consistent with Oregon Department of Environmental Quality (DEQ) requirements.

The site has been entered into DEQ's Independent Cleanup Pathway (ICP) program to meet DEQ requirements for securing a No Further Action (NFA) determination. I have been assigned project manager for the site. OSALT is working with assistance and guidance from the City of Portland Brownfield Program along with qualified environmental professionals and has submitted a plan to DEQ that provides a pathway toward cleanup and regulatory compliance. Given the qualifications of the organization, its partners, and the remediation plan submitted to DEQ, I believe the site can provide a great community benefit, and protect human health and the environment.

I am happy to recommend transfer of the property from Multnomah County to OSALT. Please contact me directly at 503-229-6802 or [Williams.robert.k@deq.state.or.us](mailto:Williams.robert.k@deq.state.or.us) if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Robert Williams".

Robert Williams  
Project Manager

Cc: Mr. Clark Henry, City of Portland  
Mr. Will Newman, OSALT  
Mr. Sean Regain, GeoEngineers

## **EXHIBIT E**

### **OSALT ACTION PLAN**

#### **GOALS:**

- 1) To utilize the usable, and eventually all of the Property as community-based agricultural and/or garden space, through re-disbursement and/or complexing the lead present in the soil at the site.
- 2) Using the Property to conduct a research and education program to assess and test the use of composting to mitigate unacceptable on-site levels of the common contaminants lead and petroleum hydrocarbons, using a natural approach, so that contaminants are no longer present in unacceptable levels.

#### **OVERVIEW:**

The main proposal is that concentrations of petroleum hydrocarbons will be mitigated through the application of bio- and phyto-remediation. Based on the relatively low concentration of petroleum hydrocarbons, it is expected that improving the total biomass of soil micro- and macro-biology, and increasing the diversity of this biomass, combined with the subsequent planting described below, will be sufficient to aerobically biodegrade the residual hydrocarbons over time.

Since lead is elemental, further breakdown is not possible. Moving the lead to another location simply transfers the problem and is not a preferred solution from OSALT's perspective, as it is not a sustainable approach.

We will attempt to do accomplish Goal No. 1, by growing annual plants that uptake up but not concentrate the lead, then compost these on site and spread the resulting material across the site. It is posited that this will help both to disburse and to complex the lead. Periodic testing of the composted material will reveal how effective this approach is. If this method fails to lower concentrations to acceptable levels, more traditional approaches will be tried. First, growing plants that concentrate lead, then remove them from the site. As a last resort, soil will be removed and transported to an approved disposal site.

The following sections describe the specific actions that OSALT will undertake to assess current conditions, design and operate our remediation program and the monitoring program we will undertake to assess our progress.

#### **TASK 1 - DETERMINE EXTENT AND DISTRIBUTION OF EXISTING CONTAMINANTS**

OSALT will augment the existing environmental data set through the completion of additional soil sampling and analysis. Up to twenty shallow exploratory borings advanced using a hand-auger and soil samples will be collected from the surface and on one-foot intervals to a total

depth of three feet. Borings will be located around areas of known contamination in a “step-out” manner and along the perimeter of the former structure. Boring locations will be flagged in the field for future reference. Samples will be submitted to Test America, who has agreed to donate its analytical services to OSALT. Surface samples from borings surrounding areas of known contamination will be analyzed first. If analytical results suggest the presence of lead and/or petroleum hydrocarbons in excess of the most-conservative Oregon Risk-based Concentrations (RBCs), analyses will be completed on both deeper samples and those from the “step-out” borings until the lateral and vertical extent of existing contamination is adequately defined. IN the event that this initial sampling event fails to determine the extent, additional sampling and analysis will be completed.

## **TASK 2 - SOIL REMOVAL AND TREATMENT CELL CONSTRUCTION**

Using the data gathered in Task 1, OSALT plans to consolidate any contaminated soils into a single common location for further treatment. This approach will allow for the remaining portions of the parcel to be placed into active use as a community garden while remediation research efforts are contracted on a relatively small footprint. The volume of soil requiring removal, and thereby the size of the treatment cells, have not been determined. All contaminated soils will be excavated using a qualified contractor(s) utilizing workers with current HAZWOPER (COMMENT: Acronym needs to be explained) certification. Hazardous Waste Operations and Emergency Response Standard

Three cells will be constructed: one to consolidate soils containing primarily petroleum hydrocarbons; one for soils containing primarily lead; and one for the composting of annuals used in the research cells. Soil will be piled in “lifts” of no more than one-foot in thickness and organic-rich compost will be placed between each lift. As compost is not available on-site, the material will likely be provided from one of the organic farms in the OSALT network (i.e. Natural Harvest, Tryon Creek or Adiadne). The pile height will not exceed three feet in height to provide easy access for future sampling.

Hay bales or other organic berms will be installed about each berm to preclude run-off and the entire area will be fenced to a height of 6-feet to preclude access by future community growers and the general public. Appropriate placards will be installed to warn the public of the presence of environmental contaminants. Informational signs describing OSALT’s research will likely also be displayed.

## **TASK 3 - PHYTOREMEDIATION PLANTING AND COMPOSTING**

Each of the two cells will be divided into “sub-cells” using non-biodegradable rope and numbered for future reference. The number of sub-cells will be determined based on the total volume of soil that is stockpiled.



Each cell will then be planted with a variety of annuals. Our research into plant selection is not finalized however, our choices will be based on 1) a review of existing research into the ability of some plants to uptake lead 2) growth rates (aggressive leafy and root systems growth is preferred); 3) root depth (which should extend to the depth of the treatment cell); and 4) availability and price. The project team will update the DEQ on initial plant selection as part of our periodic project reporting (see Task 4).

We anticipate that most if not all of the plants used in our research will be of an annual nature. As such, each fall the plant and root system will be removed to the degree practical, the soils in the root system shaken loose (and those soils returned to the treatment cell), and then placed in a the composting cell. The organic material may be mixed with soil from the garden portion of the site. The mixture will be composted until deemed fit for reincorporation in the community garden area and then spread as widely as possible throughout the gardens.

#### **TASK 4 - PERIODIC SAMPLING, TESTING AND REPORTING**

Soils in each cell will be tested initially and then bi-annually for concentrations of TPH-O and lead to monitor progress. Additional analyses may include, but may not be limited to, such as pH, total organic carbon (TOC) and concentrations of pore-space gases such as oxygen, carbon-dioxide, and methane. The need for and frequency of additional testing will be based on OSALT's ongoing research and our ability to find those analytical services on a pro-bono basis.

Depth discrete samples will be collected from each soil sub-cell during each sampling period and submitted to a certified laboratory for analysis. Sample results will be cross referenced to the planting selection in each sub-cell to monitor the effectiveness of each plant regime to uptake lead and biodegrade the petroleum hydrocarbons from the soil profile.

The project team will submit semi-annual reports to the DEQ to relate changes in the planting plans; the ongoing results of our research; any proposed modifications to the program; and analytical laboratory results. The effort will be considered complete when concentrations of lead fall below RBC for residential direct contact. Final sample results will be provided to the DEQ for review and approval. Following receipt of the DEQ's approval, soils from the cells will be reintroduced to the common growing area and the infrastructure associated with the treatment area will be dismantled and removed.

#### **PROJECT SCHEDULE**

OSALT would like to complete Task 1, the sampling associated with determining the nature and extent of existing contaminants, in \_\_\_\_\_ 2008. In so doing, OSALT can then complete the design the construction of the cells during the dry summer months and conduct a fall planting prior to the rainy season.

The overall duration of the project cannot be determined at this time; however, OSALT anticipates that the research phase of this project will require a minimum of five (5) growing seasons to adequately document a wide range of planting scenarios and to gather a statistically-viable set of laboratory analytical data.

Data will be reviewed annually. In the event that our research suggests that the process of lead update, composting and redistribution is not viable to adequately remediate affected site soils (in the treatment cells) to levels below EPA Region IX Preliminary Remediation Goals (PRG) for lead in a residential setting within eight (8) years of project initiation, OSALT is committed to completing a removal action. The removal action will involve removal and off-site disposal of the soils stockpiled in the treatment cells.

## **EXHIBIT F**

### **PROPOSED PROPERTY LIST FOR NONPROFIT TRANSFER FISCAL YEAR 2009**

**Oregon Sustainable Agriculture Land Trust (OSALT)**

**LEGAL DESCRIPTION:**

ROSELAWN LOT 6, BLOCK 3

<b>Multnomah County Deed No.:</b>	D082168
<b>Tax Account No.:</b>	R261271
<b>Type Or Use:</b>	Community Garden
<b>Taxes:</b>	\$9,625.12
<b>Expenses:</b>	\$14,173.51



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**Required Signature**

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**Department/  
Agency Director:**

*M. Cecilia Johnson*

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**Date:** 10/01/08

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BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

**Authorizing the Transfer of a Tax Foreclosed Property to a Nonprofit, Oregon Sustainable Agriculture Land Trust (OSALT) for Perpetual Public Use**

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

- a. MCC § 27.405 and ORS 271.330(3) allows for transfer of real property to a nonprofit corporation for the creation of open space, parks, or natural areas, for perpetual public use. OSALT, a nonprofit corporation, has requested transfer of a certain tax foreclosed property (the "property") described as follows:

ROSELAWN LOT 6 BLOCK 3

- b. To address reported environmental contamination at the property OSALT proposes to clean by bio remediation which includes the use of plants to extract contamination. OSALT has entered into DEQ's Independent Cleanup Pathway program to meet DEQ requirements for securing a No Further Action determination with the eventual goal of using the property as a community garden.
- c. The County in compliance with ORS 271.330(3) and MCC 27.406 has prepared a deed with the requisite reservation of rights if the property is not used for the authorized purposes; a copy of the proposed deed is attached identified as Exhibit A.
- d. Based on the agreement format the County uses in the Affordable Housing Development Program for properties donated for low income housing purposes; the County developed a "Performance Agreement" between the County and OSALT that covers OSALT's use of the property after the transfer to ensure the property is used for the intended and required purposes. The Performance Agreement is attached as Exhibit B.
- e. The Board finds that use of the property for a community garden qualifies as the creation of open space for perpetual public use as required by ORS 271.330 and MCC §27.405.
- f. On October 2, 2008 the Board scheduled a public hearing for October 16, 2008 for consideration of the proposed transfer and directed the Tax Title Division (Division) to publish notice of the hearing. The Division published the notice as required by ORS 271.330 (5) and MCC § 27.406 (B).
- g. After holding the public hearing, the Board determined this property is no longer needed by the County and is eligible for transfer for perpetual public use; the transfer will serve the public interest, and will be without monetary consideration.

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

1. The transfer of the property without monetary consideration to OSALT is approved subject to the requirements of ORS 271.330(3) and MCC 27.406(E) regarding the restriction on the use of the property and that title shall revert back to the County if the property is not used in conformance with the restriction.

2. The Chair is directed to execute the deed for the property substantially in conformance with the form of the deed attached as Exhibit A.
3. The Chair is directed to execute the Performance Agreement substantially in conformance with form of said Agreement attached as Exhibit B.

ADOPTED this 16th day of October, 2008.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

---

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

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

SUBMITTED BY:

M. Cecilia Johnson, Director, Dept. of Community Services

Until a change is requested, all tax statements

Shall be sent to the following address:

OSALT

ATTENTION WILL NEWMAN

PO BOX 1106

CANBY OR 97013

After recording return to:

Multnomah County Tax Title 503/4

**Deed D082168 For R261271**

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to OREGON SUSTAINABLE AGRICULTURE LAND TRUST (OSALT), a nonprofit corporation of the State of Oregon, Grantee, the following real property, located in , Multnomah County, Oregon:

ROSELAWN LOT 6 BLOCK 3

PROVIDED, Grantee's use of the above described property shall be restricted and limited to the creation of open space, parks or natural areas for perpetual public use, and if any time said property is not used in conformance with this restriction, the interests of the Grantee under this conveyance shall immediately and automatically terminate and title shall revert to the Grantor.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

The transfer is without monetary consideration.

IN WITNESS WHEREOF, the Multnomah County Board of Commissioners, by authority of a Resolution of the Board entered of record, has caused this deed to be executed by the Chair of the Board.

Dated this 16th day of October 2008

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

STATE OF OREGON            )  
                                      ) ss  
COUNTY OF MULTNOMAH    )

This Deed was acknowledged before me this 16th day of October 2008, by Ted Wheeler, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

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

REVIEWED:  
AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

ACCEPTED:  
OREGON SUSTAINABLE AGRICULTURE  
LAND TRUST

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

By \_\_\_\_\_  
Will Newman

**Exhibit B**  
**PERFORMANCE AGREEMENT**

**DATE:** August \_\_\_\_\_, 2008

**TRANSFEROR:** MULTNOMAH COUNTY, OREGON  
501 SE Hawthorne Blvd  
Portland, Oregon 97214

**TRANSFeree:** OREGON SUSTAINABLE AGRICULTURAL LAND TRUST  
PO Box 1106  
Canby, Oregon, 97013-1106

**Recitals**

- A. As allowed under ORS 271.330 and Multnomah County Code Sections 27.401-27.406, Transferor has the authority to transfer ownership in real property to qualified and eligible entities for open space use including agricultural uses.
- B. The Transferee is an Oregon non-profit corporation which is acquiring from the Transferor certain tax-foreclosed property located in the City of Portland, Multnomah County and more particularly described as follows:  

ROSELAWN LOT 6 BLOCK 3

(hereinafter "the Property"). The Transferee applied for and was awarded the right to acquire the Property from the Transferor under the above cited statute and code.
- C. The purpose of this Performance Agreement ("the Agreement") is to establish the terms and conditions of the transfer.
- D. Of even date herewith Transferor has executed a deed to Transferee for the Property.

**Agreement**

THIS AGREEMENT is made and entered into between Transferee and Transferor upon the following terms and conditions.

- 1. Recitals. The above Recitals are contractual and incorporated into this Agreement by this reference.
- 2. Agreement to Transfer. Transferor hereby agrees to convey to Transferee, and Transferee agrees to acquire from Transferor, the Property, commonly known as the former 822 NE Emerson Street, Portland, Oregon. (Tax ID No. 72500-0440).
- 3. Consideration and Closing. The consideration for this transfer of the Property is Transferee's agreement to comply with the terms and conditions of this Agreement. At Closing the Transferee and Transferor shall execute this Agreement and the deed as further explained in Section 4.
- 4. Title. Transferor shall execute a deed to Transferee for the property which shall contain a provision regarding the right of reversion for the benefit of the Transferor in compliance with ORS 271.330(3) and MCC 27.406(E).

**5. As-Is Transfer; Indemnification.** Transferee is acquiring the Property in "AS-IS" condition, subject to the following:

- a. Transferor disclaims the making of any representations or warranties, express or implied, regarding the Property or matters affecting the Property, including, without limitation, the physical condition of the Property, title to or boundaries of the Property, pest control matters, soil condition, hazardous waste, toxic substances or other environmental matters, compliance with building, health, safety, land use and zoning laws, regulations and orders, structural and other engineering characteristics, traffic patterns, and all other information pertaining to the Property.
- b. Transferee acknowledges that Transferee is (i) a sophisticated investor, knowledgeable and experienced in the financial and business risks attendant to an investment in real property and capable of evaluating the merits and risks of entering into this Agreement and purchasing the Property; and that (ii) Transferee has entered into this Agreement with the intention of making and relying upon its own (or its 'experts') investigation of the physical, environmental, economic and legal condition of the Property, including, without limitation, the compliance of the Property with laws and governmental regulations; and (iii) that Transferee is not relying upon any representations and warranties made by Transferor or anyone acting or claiming to act on Transferor's behalf concerning the Property.
- c. Transferee further acknowledges that it has not received from Transferor any accounting, tax, legal, architectural, engineering, property management or other advice with respect to this transaction and is relying upon the advice of its own accounting, tax, legal, architectural, engineering, property management and other advisors.
- d. Upon transfer on the Closing Date, Transferee assumes the risk that adverse physical, environmental, economic, or other legal conditions may not have been revealed by its investigations. It is the express intent of the parties to transfer to Transferee, as between Transferor and Transferee, any liability that may now or in the future exist under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") 42 U.S.C. § 9601 *et seq.*, the Resource Conservation and Recovery Act of 1976 ("RCRA") 42 U.S.C. § 6901 *et seq.*, The Oregon Superfund Law, ORS 465.00, The Oregon Hazardous Waste Law, ORS 466, or other similar environmental laws, for known or unknown environmental conditions on, under or relating to the Property. Transferee hereby agrees to defend, indemnify and hold Transferor harmless from any such liability following the closing date.
- e. Transferee further agrees to defend, indemnify and hold the Transferor harmless against any and all claims arising out of the Transferee's performance of, or failure to perform, its obligations under this Agreement. Transferor shall have no liability for any subsequently discovered defects, whether latent or patent.

**6. Transferee's Representations and Warranties.** In addition to any express agreements of Transferee contained herein, the following constitute representations and warranties of Transferee to Transferor:

- a. The Transferee is (i) a duly organized non-profit corporation under the laws of the State of Oregon, (ii) qualified to transact business in the State of Oregon, (iii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iv) has the full legal right, power, and authority to execute and deliver this Agreement.
- b. The execution and performance of this Agreement by the Transferee (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Transferee is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.
- c. The individuals executing this Agreement and the instruments referenced herein on behalf of Transferee have the legal power, right, and actual authority to bind Transferee to the terms and conditions hereof and thereof.
- d. This Agreement and all documents required hereby to be executed by Transferee are and shall be valid, legally binding obligations of, and enforceable against Transferee in accordance with their terms except as the same may be limited by bankruptcy, insolvency, reorganization, or similar laws or general principals of equity affecting creditors' rights generally.
- e. There is no action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or other agency now pending, or to the knowledge of the Transferee, threatened against or affecting it, or any of its properties or rights, which if adversely determined, might materially adversely affect Transferee's ability to perform its obligations hereunder.
- f. Transferee is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

**7. Conditions to Closing.** Prior to Closing, the following conditions shall be satisfied by Transferee:

- a. Receipt by Transferor from Transferee of a binder for a policy of "all perils" hazard insurance with extended coverage from an insurance company acceptable to the Transferor, naming Transferor as an additional insured, together with public liability insurance with coverage in a minimum amount of \$1,000,000 and property damage and rent loss in amounts satisfactory to Transferor.
- b. Receipt by Transferor of a copy of the determination letter received by Transferee from the Internal Revenue Service, in full force and effect as of the date hereof, determining that such party is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code.
- c. **Fees and Costs.** Transferee shall be responsible for the payment of the premium of any Title Insurance Policy and for any of the transfer tax or documentary stamps required to record the deed. All other Closing expenses shall be paid by the Transferee. Transferee shall pay all costs associated with any loan, including

recording and tax service fees. Transferee shall not be entitled to reimbursement from the Transferor for any cost or expense of Transferee in connection with the acquisition of the Property.

- d. General Proration. In general, all credit or debit items to be prorated shall be prorated as of the Closing.
- e. No Tax Proration. Transferee shall pay all general taxes, assessments, and special assessments on the Property which are due and payable prior to, on, or after the closing date.
- f. Sales, Use, Privilege Taxes. Notwithstanding any other provisions of this Agreement, Transferee shall be liable for and shall pay all sales, use, intangibles, privilege or similar or related taxes resulting from or assessed with respect to the Property or any of the transactions contemplated by this Agreement. Transferee hereby agrees to hold Transferor harmless from and agrees to indemnify and defend Transferor against any and all claims by anyone at any time regarding any such taxes or assessment.
- g. Further Documents. The parties agree to execute all additional documents, papers and instruments and to take such further actions which are necessary or appropriate or reasonably required to complete this transaction.

**8. Transferee Obligation and Operation Plan.**

**a. Transferee will do the following:**

- 1. Comply with all of the covenants, terms and conditions set forth in this Agreement.
- 2. Upon the transfer of title to the Property to Transferee, enter into "Intent to Participate Agreement" with the Oregon Department of Environmental Quality (DEQ), and enroll the property in DEQ's "Voluntary Cleanup Program" ("Program") and establish a negotiated level of DEQ oversight or an approved "Independent Cleanup Pathway" under the Program
- 3. Complete all the tasks listed in the "Action Plan" attached herein, identified as Exhibit 1.
- 4. Upon completion of the Action Plan tasks, Transferee will develop a sustainable operation plan to operate and use the property as an open space or public garden for the benefit of the community ("Operation Plan").
- 5. Transferee shall provide a draft of the Operation Plan to Transferor for review and approval as provided under Subsection 8b.
- 6. Upon receipt of Transferor's approval of the Operation Plan, Transferee shall implement and abide by the Operation Plan for the term of this Agreement.

- b. Transferor shall review and approve such Operation Plan in good faith in furtherance of the purpose(s) of this Agreement, as stated in Exhibit 1. In the event Transferor denies the Operation Plan, Transferor must provide Transferee with specific reasons for such



denial and Transferee shall have 120 days, or other mutually agreed time, to revise and resubmit the Operation Plan.

c. In the event Transferor denies the resubmitted proposed Operation Plan, Transferee or Transferor shall have the right to elect to mediate any remaining disagreement over the terms of such Plan. The parties shall bear their own costs of any mediation.

d. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this Section through this mediation process.

e. If a party requests mediation and the other party fails to respond within ten (10) days, or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Multnomah County Circuit Court upon the request of either party.

**9. Events of Default.** The occurrence of any one or more of the following shall be an event of default under this Agreement:

- a. Transferee fails to perform or comply with any term, covenant or condition of this Agreement or the Declaration within 30 days after written notice from Transferor to Transferee to perform or satisfy the covenant or condition, or if the performance or compliance cannot be completed within such 30-day period through the exercise of reasonable diligence, the failure to commence the required performance or compliance with diligence to completion.
- b. Transferee fails to comply with any requirement of any governmental authority having jurisdiction over the Property within 30 days after receipt of notice in writing of such requirement, or if such compliance cannot be completed within such 30-day period through the exercise of reasonable diligence, the failure to commence the required performance or compliance with diligence to completion.
- c. Any representation or warranty herein or in any agreement executed pursuant hereto or in connection with this transaction shall prove to have been false or misleading in any material respect.
- d. The occurrence of a default under any lien instrument secured by the Property or any agreement imposing restrictive covenants with respect to the Property which is not cured within any cure period provided in such lien instrument or agreement.
- e. The filing by Transferee of a petition for relief under the Federal Bankruptcy Code, or any other applicable federal or state law or regulation, or the consent by it to the filing of any such petition or the consent to the appointment of a receiver, liquidator, assignee, trustee, or other similar official, of Transferee, or of any substantial part of its property, or the making by Transferee of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due or the taking of corporate action by Transferee in furtherance of any such action.

- f. The commencement of an action against Transferee seeking any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar relief under any applicable federal or state law or regulation, which action is not dismissed within 60 days after commencement, or the appointment without the consent or acquiescence of Transferee of any trustee, receiver or liquidator of Transferee, or of all or any substantial part of the properties of Transferee, which appointment is not vacated within 60 days after such appointment.
10. Remedies. If an event of default occurs, Transferor may, but shall not be required to, exercise any remedies authorized by law. Provided, if the default shall be the result of the Transferee's failure to use the property for the open space purposes as required herein, in addition to any other remedies available to Transferor, the Title to the property shall revert automatically to the Transferor.
11. Notices. Any notices required or permitted to be given by this Agreement shall be mailed via regular mail, forwarded via facsimile or shipped via "next day" courier service to the parties at the addresses first set forth above. Notice shall be deemed given: 1) three calendar days following mailing via certified mail, return receipt requested, or 2) one business day after deposit with courier for "next day" delivery, or 3) upon actual receipt of notice, whichever is earlier. The parties shall promptly give written notice to each other of any change of address, and mailing or shipment to the addresses stated herein shall be deemed sufficient unless written notification of a change of address has been received.
12. Delivery of Possession. Possession of the Property shall be delivered to Transferee at time of Closing.
13. Risk of Loss. Risk of loss from fire or other hazards shall remain with Transferor until the Closing.
14. Survival of Obligations. All covenants, warranties, representations, agreements, and indemnities contained in this Agreement shall be made as of the date of the execution hereof, unless otherwise specified herein. All representations and warranties made pursuant to the terms of this Agreement, and any cause of action resulting from the breach of such representations and warranties, whether at law or equity, shall survive the Closing of this transaction. All terms, covenants, and conditions to be performed or to exist after Closing shall survive the Closing and transfer of title to Transferee.
15. Actions Through Agents. Any action or exercise of rights or duties required or permitted to be taken or done by Transferor hereunder or under the Declaration relative hereto may be taken by an agent, officer, attorney, employee, or other person duly designated and authorized by Transferor in writing or otherwise under Transferor's customary policies and procedures to take such action in its behalf. This section shall not be construed to delegate authority to any such person or to entitle Transferee or any other person to rely upon any purported authority exercised by any person purporting to represent Transferor, but shall solely be interpreted as permitting Transferor to so delegate its actions, exercise of rights, and exercise of duties as provided above.
16. Severability. The use of headings and sections in this document is for convenience only and is not intended to create a severable contract.

- IN WITNESS WHEREOF, Transferee and Transferor have executed this Agreement as of the date first set forth above.**

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

Print Name: \_\_\_\_\_

**Title:**

**STATE OF OREGON** )  
 ) ss.  
**County of** )

**Notary Public for Oregon**  
**My Commission expires:**

**TRANSFEROR:**

**BOARD OF COMMISSIONERS  
MULTNOMAH COUNTY, OREGON**

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

Name: Ted Wheeler

Title: Chair

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

This Performance Agreement was acknowledged before me this 16th day of October 2008, by Ted Wheeler, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

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

**REVIEWED:  
AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON**

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

## Food in the City is for you!

This is something everyone can be part of. Take back control of your food and your community. The more we come together, the better it will be, because the best place to begin to re-knit your neighborhood is in your neighborhood: you have the people, the interest, the knowledge, the skill, and the time.



Susan W. Clark - Broadacre Nursery

Help Oregon Sustainable Agriculture Land Trust spread Food in the City throughout your city.

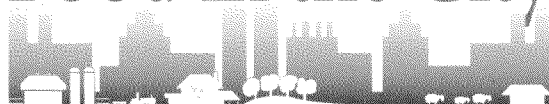
All you have to do is get involved. Help us locate and acquire land. Help us plan and create the growing spaces and the neighborhood centers.

Get involved with Food in the City today, to build a better tomorrow, beginning in your neighborhood.

## Oregon Sustainable Agriculture Land Trust (OSALT)

OSALT is a statewide charitable organization dedicated to keeping rural and urban agricultural lands in agricultural use, making them available for future generations of growers, and conducting research and education focused on the sustainable production and distribution of agricultural bounty: food, fiber, building materials, medicinals, nursery stock, etc.

## Food in the City



Oregon Sustainable Agriculture Land Trust

You can find out more about OSALT programs on the web at [www.osalt.org](http://www.osalt.org)

Help build Food in the City today

Contact OSALT at [info@osalt.org](mailto:info@osalt.org)  
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# Food in the City



A program that brings food back into the neighborhood and brings neighborhoods back together



Susan W. Clark - Natural Harvest Farm

## Imagine that!

Kim McDodge - Ariadne Garden



**Visualize** a number of small gardens scattered throughout the city, glorious with bountiful fruit and vegetables, tended by the people who live next door and down the street.

**Picture** community orchards, trees heavy with fruit, offering a hands-on learning experience for local residents to discover how to care for fruit trees, and a source of fruit for shared canning and baking.

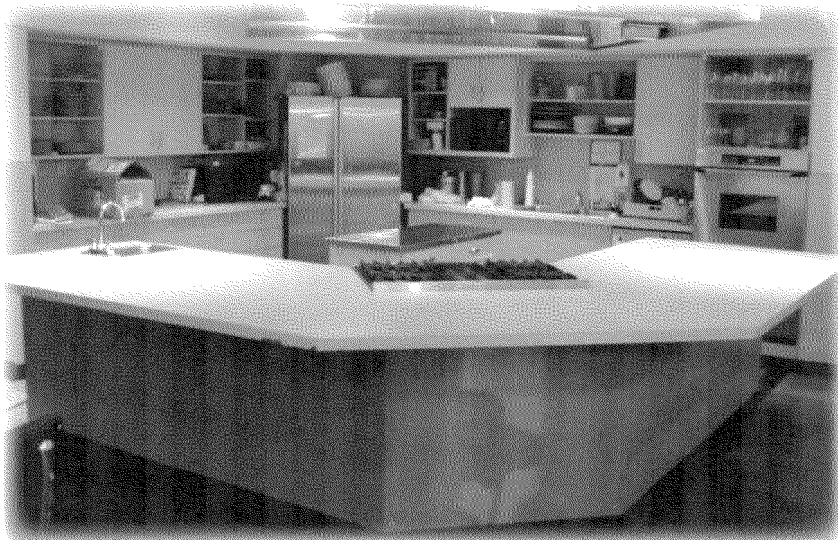


Susan W. Clark - Natural Harvest Farm

**Imagine** that these places are linked to a neighborhood center with a teaching kitchen – where neighbors show each other how to prepare healthful, tasty, nutritious meals from the fruits and vegetables they have grown themselves; to cook and can, to freeze and dry, and to store the bounty of their gardens, vineyards and orchards.

Neighbors gather in the meeting room of the center to share food and talk, to re-knit the fabric of the community: a restoration of the mixing of cultural traditions and experiences which is the foundation of this region's greatness, by re-introducing young and old, native-born and recent arrival, hearty and frail, expert and novice in common endeavor and mutual benefit.

Will Newman II - courtesy of Wild Oats



The kitchen also serves local residents as an "incubator space" – a place where they can start their own commercial food businesses, helped by mentors with business experience who work with them to create local enterprises like catering or turning their family's favorite recipe into a commercially viable product.

Now, imagine that all of this exists at no cost to the taxpayers of the city or county or state, all held for the use of the neighborhood residents, generation after generation, not subject to economic fortune or political whim.

## Welcome to "Food in the City"

## Food in the City is for you!

This is something everyone can be part of. Take back control of your food and your community. The more we come together, the better it will be, because the best place to begin to re-knit your neighborhood is in your neighborhood: you have the people, the interest, the knowledge, the skill, and the time.



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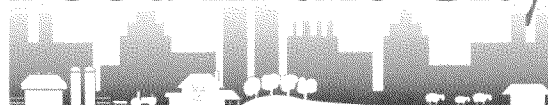
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## Food in the City



Oregon Sustainable Agriculture Land Trust

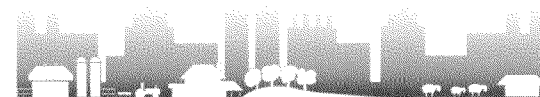
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## Welcome to "Food in the City"



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 08-139**

Authorizing the Transfer of a Tax Foreclosed Property to a Nonprofit, Oregon Sustainable Agriculture Land Trust (OSALT) for Perpetual Public Use

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

- a. MCC § 27.405 and ORS 271.330(3) allows for transfer of real property to a nonprofit corporation for the creation of open space, parks, or natural areas, for perpetual public use. OSALT, a nonprofit corporation, has requested transfer of a certain tax foreclosed property (the "property") described as follows:

ROSELAWN LOT 6 BLOCK 3

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- d. Based on the agreement format the County uses in the Affordable Housing Development Program for properties donated for low income housing purposes; the County developed a "Performance Agreement" between the County and OSALT that covers OSALT's use of the property after the transfer to ensure the property is used for the intended and required purposes. The Performance Agreement is attached as Exhibit B.
- e. The Board finds that use of the property for a community garden qualifies as the creation of open space for perpetual public use as required by ORS 271.330 and MCC §27.405.
- f. On October 2, 2008 the Board scheduled a public hearing for October 16, 2008 for consideration of the proposed transfer and directed the Tax Title Division (Division) to publish notice of the hearing. The Division published the notice as required by ORS 271.330 (5) and MCC § 27.406 (B).
- g. After holding the public hearing, the Board determined this property is no longer needed by the County and is eligible for transfer for perpetual public use; the transfer will serve the public interest, and will be without monetary consideration.

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

1. The transfer of the property without monetary consideration to OSALT is approved subject to the requirements of ORS 271.330(3) and MCC 27.406(E) regarding the restriction on the use of the property and that title shall revert back to the County if the property is not used in conformance with the restriction.

2. The Chair is directed to execute the deed for the property substantially in conformance with the form of the deed attached as Exhibit A.
3. The Chair is directed to execute the Performance Agreement substantially in conformance with form of said Agreement attached as Exhibit B.

ADOPTED this 16th day of October, 2008.




BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:

M. Cecilia Johnson, Director, Dept. of Community Services

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

OSALT  
ATTENTION WILL NEWMAN  
PO BOX 1108  
CANBY OR 97013

After recording return to:  
Multnomah County Tax Title 503/4

**Deed D082168 For R261271**

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to OREGON SUSTAINABLE AGRICULTURE LAND TRUST (OSALT), a nonprofit corporation of the State of Oregon, Grantee, the following real property, located in , Multnomah County, Oregon:

ROSELAWN LOT 6 BLOCK 3

PROVIDED, Grantee's use of the above described property shall be restricted and limited to the creation of open space, parks or natural areas for perpetual public use, and if any time said property is not used in conformance with this restriction, the interests of the Grantee under this conveyance shall immediately and automatically terminate and title shall revert to the Grantor.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

The transfer is without monetary consideration.

IN WITNESS WHEREOF, the Multnomah County Board of Commissioners, by authority of a Resolution of the Board entered of record, has caused this deed to be executed by the Chair of the Board.

Dated this 16th day of October 2008



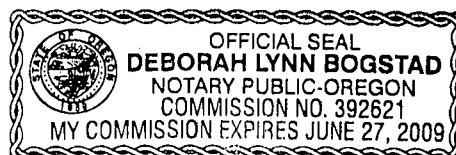
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

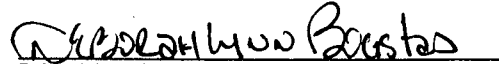
  
Ted Wheeler, Chair

STATE OF OREGON )

COUNTY OF MULTNOMAH ) ss

This Deed was acknowledged before me this 16th day of October 2008, by Ted Wheeler, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



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

REVIEWED:  
AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney

ACCEPTED:  
OREGON SUSTAINABLE AGRICULTURE  
LAND TRUST

By \_\_\_\_\_  
Will Newman

**Exhibit B**  
**PERFORMANCE AGREEMENT**

**DATE:** \_\_\_\_\_, 2008

**TRANSFEROR:** MULTNOMAH COUNTY, OREGON  
501 SE Hawthorne Blvd  
Portland, Oregon 97214

**TRANSFeree:** OREGON SUSTAINABLE AGRICULTURAL LAND TRUST  
PO Box 1106  
Canby, Oregon, 97013-1106

**Recitals**

- A. As allowed under ORS 271.330 and Multnomah County Code Sections 27.401-27.406, Transferor has the authority to transfer ownership in real property to qualified and eligible entities for open space use including agricultural uses.
- B. The Transferee is an Oregon non-profit corporation which is acquiring from the Transferor certain tax-foreclosed property located in the City of Portland, Multnomah County and more particularly described as follows:  

ROSELAWN LOT 6 BLOCK 3

(hereinafter "the Property"). The Transferee applied for and was awarded the right to acquire the Property from the Transferor under the above cited statute and code.
- C. The purpose of this Performance Agreement ("the Agreement") is to establish the terms and conditions of the transfer.
- D. Of even date herewith Transferor has executed a deed to Transferee for the Property.

**Agreement**

THIS AGREEMENT is made and entered into between Transferee and Transferor upon the following terms and conditions.

- 1. Recitals. The above Recitals are contractual and incorporated into this Agreement by this reference.
- 2. Agreement to Transfer. Transferor hereby agrees to convey to Transferee, and Transferee agrees to acquire from Transferor, the Property, commonly known as the former 822 NE Emerson Street, Portland, Oregon. (Tax ID No. 72500-0440).
- 3. Consideration and Closing. The consideration for this transfer of the Property is Transferee's agreement to comply with the terms and conditions of this Agreement. At Closing the Transferee and Transferor shall execute this Agreement and the deed as further explained in Section 4.
- 4. Title. Transferor shall execute a deed to Transferee for the property which shall contain a provision regarding the right of reversion for the benefit of the Transferor in compliance with ORS 271.330(3) and MCC 27.406(E).

5. As-Is Transfer; Indemnification. Transferee is acquiring the Property in "AS-IS" condition, subject to the following:

- a. Transferor disclaims the making of any representations or warranties, express or implied, regarding the Property or matters affecting the Property, including, without limitation, the physical condition of the Property, title to or boundaries of the Property, pest control matters, soil condition, hazardous waste, toxic substances or other environmental matters, compliance with building, health, safety, land use and zoning laws, regulations and orders, structural and other engineering characteristics, traffic patterns, and all other information pertaining to the Property.
- b. Transferee acknowledges that Transferee is (i) a sophisticated investor, knowledgeable and experienced in the financial and business risks attendant to an investment in real property and capable of evaluating the merits and risks of entering into this Agreement and purchasing the Property; and that (ii) Transferee has entered into this Agreement with the intention of making and relying upon its own (or its 'experts') investigation of the physical, environmental, economic and legal condition of the Property, including, without limitation, the compliance of the Property with laws and governmental regulations; and (iii) that Transferee is not relying upon any representations and warranties made by Transferor or anyone acting or claiming to act on Transferor's behalf concerning the Property.
- c. Transferee further acknowledges that it has not received from Transferor any accounting, tax, legal, architectural, engineering, property management or other advice with respect to this transaction and is relying upon the advice of its own accounting, tax, legal, architectural, engineering, property management and other advisors.
- d. Upon transfer on the Closing Date, Transferee assumes the risk that adverse physical, environmental, economic, or other legal conditions may not have been revealed by its investigations. It is the express intent of the parties to transfer to Transferee, as between Transferor and Transferee, any liability that may now or in the future exist under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") 42 U.S.C. § 9601 *et seq.*, the Resource Conservation and Recovery Act of 1976 ("RCRA") 42 U.S.C. § 6901 *et seq.*, The Oregon Superfund Law, ORS 465.00, The Oregon Hazardous Waste Law, ORS 466, or other similar environmental laws, for known or unknown environmental conditions on, under or relating to the Property. Transferee hereby agrees to defend, indemnify and hold Transferor harmless from any such liability following the closing date.
- e. Transferee further agrees to defend, indemnify and hold the Transferor harmless against any and all claims arising out of the Transferee's performance of, or failure to perform, its obligations under this Agreement. Transferor shall have no liability for any subsequently discovered defects, whether latent or patent.

6. Transferee's Representations and Warranties. In addition to any express agreements of Transferee contained herein, the following constitute representations and warranties of Transferee to Transferor:

- a. The Transferee is (i) a duly organized non-profit corporation under the laws of the State of Oregon, (ii) qualified to transact business in the State of Oregon, (iii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iv) has the full legal right, power, and authority to execute and deliver this Agreement.
- b. The execution and performance of this Agreement by the Transferee (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Transferee is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.
- c. The individuals executing this Agreement and the instruments referenced herein on behalf of Transferee have the legal power, right, and actual authority to bind Transferee to the terms and conditions hereof and thereof.
- d. This Agreement and all documents required hereby to be executed by Transferee are and shall be valid, legally binding obligations of, and enforceable against Transferee in accordance with their terms except as the same may be limited by bankruptcy, insolvency, reorganization, or similar laws or general principals of equity affecting creditors' rights generally.
- e. There is no action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or other agency now pending, or to the knowledge of the Transferee, threatened against or affecting it, or any of its properties or rights, which if adversely determined, might materially adversely affect Transferee's ability to perform its obligations hereunder.
- f. Transferee is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

**7. Conditions to Closing.** Prior to Closing, the following conditions shall be satisfied by Transferee:

- a. Receipt by Transferor from Transferee of a binder for a policy of "all perils" hazard insurance with extended coverage from an insurance company acceptable to the Transferor, naming Transferor as an additional insured, together with public liability insurance with coverage in a minimum amount of \$1,000,000 and property damage and rent loss in amounts satisfactory to Transferor.
- b. Receipt by Transferor of a copy of the determination letter received by Transferee from the Internal Revenue Service, in full force and effect as of the date hereof, determining that such party is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code.
- c. **Fees and Costs.** Transferee shall be responsible for the payment of the premium of any Title Insurance Policy and for any of the transfer tax or documentary stamps required to record the deed. All other Closing expenses shall be paid by the Transferee. Transferee shall pay all costs associated with any loan, including

recording and tax service fees. Transferee shall not be entitled to reimbursement from the Transferor for any cost or expense of Transferee in connection with the acquisition of the Property.

- d. General Proration. In general, all credit or debit items to be prorated shall be prorated as of the Closing.
- e. No Tax Proration. Transferee shall pay all general taxes, assessments, and special assessments on the Property which are due and payable prior to, on, or after the closing date.
- f. Sales, Use, Privilege Taxes. Notwithstanding any other provisions of this Agreement, Transferee shall be liable for and shall pay all sales, use, intangibles, privilege or similar or related taxes resulting from or assessed with respect to the Property or any of the transactions contemplated by this Agreement. Transferee hereby agrees to hold Transferor harmless from and agrees to indemnify and defend Transferor against any and all claims by anyone at any time regarding any such taxes or assessment.
- g. Further Documents. The parties agree to execute all additional documents, papers and instruments and to take such further actions which are necessary or appropriate or reasonably required to complete this transaction.

8. Transferee Obligation and Operation Plan.

a. Transferee will do the following:

- 1. Comply with all of the covenants, terms and conditions set forth in this Agreement.
- 2. Upon the transfer of title to the Property to Transferee, enter into "Intent to Participate Agreement" with the Oregon Department of Environmental Quality (DEQ), and enroll the property in DEQ's "Voluntary Cleanup Program" ("Program") and establish a negotiated level of DEQ oversight or an approved "Independent Cleanup Pathway" under the Program.
- 3. Complete all the tasks listed in the "Action Plan" attached herein, identified as Exhibit 1.
- 4. Upon completion of the Action Plan tasks, Transferee will develop a sustainable operation plan to operate and use the property as an open space or public garden for the benefit of the community ("Operation Plan").
- 5. Transferee shall provide a draft of the Operation Plan to Transferor for review and approval as provided under Subsection 8b.
- 6. Upon receipt of Transferor's approval of the Operation Plan, Transferee shall implement and abide by the Operation Plan for the term of this Agreement.

b. Transferor shall review and approve such Operation Plan in good faith in furtherance of the purpose(s) of this Agreement, as stated in Exhibit 1. In the event Transferor denies the Operation Plan, Transferor must provide Transferee with specific reasons for such

denial and Transferee shall have 120 days, or other mutually agreed time, to revise and resubmit the Operation Plan.

c. In the event Transferor denies the resubmitted proposed Operation Plan, Transferee or Transferor shall have the right to elect to mediate any remaining disagreement over the terms of such Plan. The parties shall bear their own costs of any mediation.

d. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this Section through this mediation process.

e. If a party requests mediation and the other party fails to respond within ten (10) days, or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Multnomah County Circuit Court upon the request of either party.

**9. Events of Default.** The occurrence of any one or more of the following shall be an event of default under this Agreement:

- a. Transferee fails to perform or comply with any term, covenant or condition of this Agreement or the Declaration within 30 days after written notice from Transferor to Transferee to perform or satisfy the covenant or condition, or if the performance or compliance cannot be completed within such 30-day period through the exercise of reasonable diligence, the failure to commence the required performance or compliance with diligence to completion.
- b. Transferee fails to comply with any requirement of any governmental authority having jurisdiction over the Property within 30 days after receipt of notice in writing of such requirement, or if such compliance cannot be completed within such 30-day period through the exercise of reasonable diligence, the failure to commence the required performance or compliance with diligence to completion.
- c. Any representation or warranty herein or in any agreement executed pursuant hereto or in connection with this transaction shall prove to have been false or misleading in any material respect.
- d. The occurrence of a default under any lien instrument secured by the Property or any agreement imposing restrictive covenants with respect to the Property which is not cured within any cure period provided in such lien instrument or agreement.
- e. The filing by Transferee of a petition for relief under the Federal Bankruptcy Code, or any other applicable federal or state law or regulation, or the consent by it to the filing of any such petition or the consent to the appointment of a receiver, liquidator, assignee, trustee, or other similar official, of Transferee, or of any substantial part of its property, or the making by Transferee of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due or the taking of corporate action by Transferee in furtherance of any such action.



- f. The commencement of an action against Transferee seeking any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar relief under any applicable federal or state law or regulation, which action is not dismissed within 60 days after commencement, or the appointment without the consent or acquiescence of Transferee of any trustee, receiver or liquidator of Transferee, or of all or any substantial part of the properties of Transferee, which appointment is not vacated within 60 days after such appointment.
10. Remedies. If an event of default occurs, Transferor may, but shall not be required to, exercise any remedies authorized by law. Provided, if the default shall be the result of the Transferee's failure to use the property for the open space purposes as required herein, in addition to any other remedies available to Transferor, the Title to the property shall revert automatically to the Transferor.
11. Notices. Any notices required or permitted to be given by this Agreement shall be mailed via regular mail, forwarded via facsimile or shipped via "next day" courier service to the parties at the addresses first set forth above. Notice shall be deemed given: 1) three calendar days following mailing via certified mail, return receipt requested, or 2) one business day after deposit with courier for "next day" delivery, or 3) upon actual receipt of notice, whichever is earlier. The parties shall promptly give written notice to each other of any change of address, and mailing or shipment to the addresses stated herein shall be deemed sufficient unless written notification of a change of address has been received.
12. Delivery of Possession. Possession of the Property shall be delivered to Transferee at time of Closing.
13. Risk of Loss. Risk of loss from fire or other hazards shall remain with Transferor until the Closing.
14. Survival of Obligations. All covenants, warranties, representations, agreements, and indemnities contained in this Agreement shall be made as of the date of the execution hereof, unless otherwise specified herein. All representations and warranties made pursuant to the terms of this Agreement, and any cause of action resulting from the breach of such representations and warranties, whether at law or equity, shall survive the Closing of this transaction. All terms, covenants, and conditions to be performed or to exist after Closing shall survive the Closing and transfer of title to Transferee.
15. Actions Through Agents. Any action or exercise of rights or duties required or permitted to be taken or done by Transferor hereunder or under the Declaration relative hereto may be taken by an agent, officer, attorney, employee, or other person duly designated and authorized by Transferor in writing or otherwise under Transferor's customary policies and procedures to take such action in its behalf. This section shall not be construed to delegate authority to any such person or to entitle Transferee or any other person to rely upon any purported authority exercised by any person purporting to represent Transferor, but shall solely be interpreted as permitting Transferor to so delegate its actions, exercise of rights, and exercise of duties as provided above.
16. Severability. The use of headings and sections in this document is for convenience only and is not intended to create a severable contract.

17. Time is of the Essence. Time is of the essence in the performance of all terms and conditions herein set forth to be performed.
18. Governing Law. The performance and interpretation of this Agreement shall be governed by the laws of the State of Oregon from time-to-time in force.
19. Illegality. In the event any provision of this Agreement shall be deemed illegal or unenforceable, the remaining provisions shall nevertheless be carried into effect and the defective provision shall be deemed amended to comply with such rule, law, or statute rendering same illegal or unenforceable.
20. Waiver. The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or another provision of this Agreement.
21. Successors and Assigns.
  - a. This Agreement shall benefit and burden each party's legal successors including any individual party's heirs, administrators, and personal representatives.
  - b. Notwithstanding the foregoing, Transferee may not assign any rights under this Agreement without the consent of Transferor, which consent may not be unreasonably denied.
22. Final Agreement. Transferor and Transferee agree that this Agreement states their entire agreement and declare that no promises, representations, or agreements other than those herein contained have been made or relied upon. Any changes or amendments hereto must be made in writing, signed by both parties.
23. The Transferor shall be entitled to make reasonable and periodic inspections of the Property for the purpose of determining compliance with the terms and conditions of this Agreement by the Transferee.

IN WITNESS WHEREOF, Transferee and Transferor have executed this Agreement as of the date first set forth above.

**TRANSFEEE:**

**OREGON SUSTAINABLE AGRICULTURAL LAND TRUST**

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OREGON                     )  
   ) ss.  
County of \_\_\_\_\_                     )

On this \_\_\_\_ day of \_\_\_\_\_, 2008, before me personally appeared \_\_\_\_\_ the \_\_\_\_\_ of the OREGON SUSTAINABLE AGRICULTURAL LAND TRUST, an Oregon non-profit corporation; and acknowledged the foregoing instrument to be the voluntary act and deed of the corporation, executed by authority of its board of directors.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires:

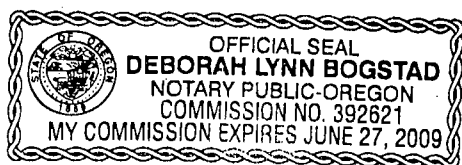
**TRANSFEROR:**

**BOARD OF COMMISSIONERS  
MULTNOMAH COUNTY, OREGON**

By: Ted Wheeler  
Name: Ted Wheeler  
Title: Chair

STATE OF OREGON                     )  
  ) ss  
COUNTY OF MULTNOMAH         )

This Performance Agreement was acknowledged before me this 16th day of October 2008, by Ted Wheeler, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



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

**REVIEWED:**

**AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON**

By: Matthew O. Ryan  
Matthew O. Ryan, Assistant County Attorney



# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (revised 09/22/08)

### Board Clerk Use Only

Meeting Date: 10/16/08  
Agenda Item #: R-6  
Est. Start Time: 9:50 AM  
Date Submitted: 10/02/08

**Agenda Title:** **PROCLAMATION Declaring the Week of October 20, 2008 Save for Retirement Week in Multnomah County, Oregon**

*Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.*

Requested Meeting Date: October 16, 2008 Amount of Time Needed: 10 minutes  
Department: DCM Division: Finance & Risk Management  
Contact(s): Mindy Harris  
Phone: 503.988.3786 Ext. 83786 I/O Address: 503/531  
Presenter(s): Mindy Harris

### General Information

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

Adoption of Proclamation

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

National Save for Retirement Week is the first congressionally endorsed, national event formally calling on employers to promote the benefits of saving for retirement, and encourage their employees to take full advantage of employer-sponsored plans.

Goals for National Save for Retirement Week are:

- Help raise employee awareness of the need to save now for their future financial security
- Promote the benefits of getting started early saving for retirement
- Encourage employees to take full advantage of their employer-sponsored plans by increasing their contributions

- Creating a culture that promotes and values saving in the workplace and the community

This proclamation declares the week of October 20, 2008 as Save for Retirement in Multnomah County, with the goal and intent of helping raise awareness and understanding by County employees and workers throughout our community of the importance of taking personal responsibility for saving for their future.

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

None

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

None

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

The County's financial services providers for our Deferred Compensation Plan and representatives from Social Security, PERS, Employee Health Benefits and other partners are supporting our employee brown bag education and a financial fitness fair open to all employees during the designated week.

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**Required Signature**

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

*Mindy Hume*

**Date:** 10/02/08

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON**

**PROCLAMATION NO. \_\_\_\_\_**

Declaring the Week of October 20, 2008 Save for Retirement Week in Multnomah County, Oregon

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

- a. The week of October 20, 2008 has been designated National Save for Retirement Week by the United States Senate, the United States House of Representatives, and as Oregon Save for Retirement Week by Governor Kulongoski.
- b. The current national economic situation underscores the need to plan for long term savings and income, and to take personal responsibility for saving for retirement.
- c. The cost of retirement continues to rise, and Americans are living longer than ever before, thereby requiring higher rates of saving for longer periods of time to meet their income needs in retirement.
- d. Social Security remains the bedrock of retirement income for the great majority of Americans, but was never intended to be the sole source of retirement income for American families.
- e. Recent data from the Employee Benefit Research Institute indicates that two-thirds of American workers and/or their spouses are currently saving for retirement, yet the actual amount of retirement savings of the American worker lags far behind the amount that is realistically needed to adequately fund retirement. Other data indicates that 75% of workers who have saved for retirement expect to have to continue working during their retirement years.
- f. Multnomah County has a voluntary deferred compensation savings plan that offers employees a wide variety of investment options and a robust educational program. The Plan enjoys participation and savings rates that are generally double the national averages for state and local government plans.

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

The week of October 20, 2008 is Save for Retirement Week in Multnomah County, Oregon. Multnomah County supports the goals and ideals of National Save for Retirement Week, including raising public awareness about the importance of adequate retirement savings and the availability of employer sponsored retirement plans.

ADOPTED this 16th day of October, 2008.

**BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON**

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

\_\_\_\_\_  
Maria Rojo de Steffey,  
Commissioner District 1

\_\_\_\_\_  
Jeff Cogen,  
Commissioner District 2

\_\_\_\_\_  
Lisa Naito,  
Commissioner District 3

\_\_\_\_\_  
Lonnie Roberts,  
Commissioner District 4

SUBMITTED BY:  
Carol M. Ford, Director, Dept. of County Management

**BOGSTAD Deborah L**

---

**From:** WITKA Vanessa C on behalf of DEFERRED COMP

**Sent:** Tuesday, October 14, 2008 9:08 AM

**Subject:** October 20th Save for Retirement Week Schedule

**\*\*\* Please Delete if Not Interested \*\*\***

**National Save for Retirement Week** is the first congressionally endorsed, national event formally calling on employers to promote the benefits of saving for retirement, and encouraging their employees to take full advantage of employer-sponsored plans. Goals for National Save for Retirement Week are:

- Make employees more aware of how critical it is to save now for their financial future
- Promote the benefits of getting started saving for retirement today
- Encourage employees to take full advantage of their employer-sponsored plans by increasing their contributions
- Overall, National Save for Retirement is meant to create a culture that promotes and values savings in the workplace and the community

October 20<sup>th</sup> starts off "National Save for Retirement week" for 2008. The County's deferred compensation program is offering several events to help you learn about our retirement savings program, and how you can take advantage of important building blocks to meet your dreams after you leave employment. Open the above attachment for a schedule of events, dates, location, and times; also note any special instructions indicated on the schedule.

**Multnomah County Deferred Compensation Program**  
**2008 Financial Fair Event Schedule**

Date	Time	Class Title	Description	Location	Street Address	Presenter
October 20, 2008	12pm to 1pm	Intro to 457 Deferred Comp Plan	Participants will learn the basics of the County's Deferred comp plan and how deferred compensation contributions affect net take-home pay.	Central Library US Bank Room	801 SW 10th Ave Portland OR 97210	Hartford
October 21, 2008	12pm to 1pm	Basic Budgeting	Participants in this class will learn basic budgeting techniques, how to live within their monthly income, & how to budget for retirement savings.	Central Library US Bank Room	801 SW 10th Ave Portland OR 97210	ING
October 22, 2008	10:30 am to 2:30pm	Financial Fair	Various booth set up by ING, Hartford, Advantis CU, Point West Credit Union, PERS, Multnomah County Retiree Benefits, health benefits, & employee benefits, HRA/VEBA, & social security.	Central Library US Bank Room	801 SW 10th Ave Portland OR 97210	Various
October 23, 2008	10am to 2pm	Financial Fair	Various booth set up by ING, Hartford, Advantis CU, Point West Credit Union, PERS, Multnomah County Retiree Benefits, health benefits, & employee benefits, HRA/VEBA, & social security.	Multnomah County Basement General Training Rm	501 SE Hawthorne Blvd Portland OR 97214	Various
October 24, 2008	12pm to 1pm	Assest Allocations in Turbulent times	Asset allocation is the strategy of diversifying investment dollars over a variety of asset classes, such as equities, fixed income, and cash equivalents. Lifestyle Investment Options are diversified investment options that strive to meet a specific risk tolerance.	Central Library 5th Fl Conf Rm <b>Meet at Welcome Desk - You will be escorted to 5th fl conf rm</b>	801 SW 10th Ave Portland OR 97210	Hartford

revised 10/2008



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON**

**PROCLAMATION NO. 08-140**

Declaring the Week of October 20, 2008 Save for Retirement Week in Multnomah County, Oregon

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

- a. The week of October 20, 2008 has been designated National Save for Retirement Week by the United States Senate, the United States House of Representatives, and as Oregon Save for Retirement Week by Governor Kulongoski.
- b. The current national economic situation underscores the need to plan for long term savings and income, and to take personal responsibility for saving for retirement.
- c. The cost of retirement continues to rise, and Americans are living longer than ever before, thereby requiring higher rates of saving for longer periods of time to meet their income needs in retirement.
- d. Social Security remains the bedrock of retirement income for the great majority of Americans, but was never intended to be the sole source of retirement income for American families.
- e. Recent data from the Employee Benefit Research Institute indicates that two-thirds of American workers and/or their spouses are currently saving for retirement, yet the actual amount of retirement savings of the American worker lags far behind the amount that is realistically needed to adequately fund retirement. Other data indicates that 75% of workers who have saved for retirement expect to have to continue working during their retirement years.
- f. Multnomah County has a voluntary deferred compensation savings plan that offers employees a wide variety of investment options and a robust educational program. The Plan enjoys participation and savings rates that are generally double the national averages for state and local government plans.

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

The week of October 20, 2008 is Save for Retirement Week in Multnomah County, Oregon. Multnomah County supports the goals and ideals of National Save for Retirement Week, including raising public awareness about the importance of adequate retirement savings and the availability of employer sponsored retirement plans.

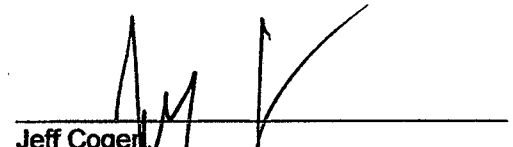
ADOPTED this 16th day of October, 2008.

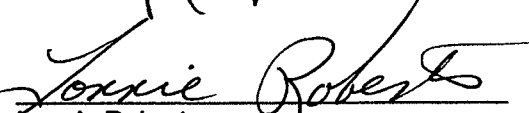
**BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON**

  
Ted Wheeler, County Chair

  
Maria Rojo de Steffey,  
Commissioner District 1

  
Lisa Naito,  
Commissioner District 3

  
Jeff Coger,  
Commissioner District 2

  
Lonnie Roberts,  
Commissioner District 4



SUBMITTED BY:  
Carol M. Ford, Director, Dept. of County Management



# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (revised 09/22/08)

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # 2-7 DATE 10/16/08  
ANA KARNES, ASST BOARD CLERK

### Board Clerk Use Only

Meeting Date: 10/16/08  
Agenda Item #: R-7  
Est. Start Time: 10:00 AM  
Date Submitted: 10/08/08

### BUDGET MODIFICATION: DCM- 08

**BUDGET MODIFICATION DCM-08 Requesting Use of \$85,000 of Facilities**  
**Agenda Fund Contingency for Multnomah County Costs Associated with Metro's**  
**Title: Gleason Boat Ramp Project**

*Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.*

Requested Meeting Date:	<u>October 23, 2008</u>	Amount of Time Needed:	<u>5 minutes</u>
Department:	<u>County Management</u>	Division:	<u>Facilities &amp; Prop Mgt</u>
Contact(s):	<u>Bob Thomas, Wanda Yantis</u>		
Phone:	<u>503-988-4283</u>	Ext.	<u>84283</u>
	I/O Address:		<u>503 / 531</u>
Presenter(s):	<u>Bob Thomas</u>		

### General Information

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

The Department of County Management requests approval to utilize \$85,000 of Facilities Management Fund Contingency to cover County costs associated with a Metro project at the Gleason Boat Ramp on the Columbia River.

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

The Multnomah County Sheriff's Office operates a River Patrol facility on the Columbia River at the Gleason Boat Ramp owned by Metro. This property was formerly owned and operated by Multnomah County, but transferred over to Metro in 1996, through an intergovernmental agreement. For several years Metro has planned to rebuild the pier and wave attenuators at the boat ramp as part of a larger project at the site. Multnomah County (MCSO and Facilities) has participated in project planning meetings with Metro over the past one to two years. Metro has obtained necessary permits to perform the work in the river beginning in the next few weeks. These permits are for a limited period of time.

Metro's \$2.4 million dollar project includes removing the current docks and wave attenuators, replacing these structures with safer facilities. Metro has recently specified to the County a cost responsibility for the temporary relocation of three MCSO boat houses and pilings associated with those moorings in order to perform the work on the main pier. This information was conveyed to the County after the adoption of its FY 2009 Budget. The County believes the cost of the boat house related work to be \$85,000.

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

This is a one time only expense. Currently the Facilities Fund contingency amount is \$1,075,000. This request reduces available contingency to \$990,000. During the budget process, Facilities & Property Management intends to re-establish the fund contingency back to an appropriate level for FY 2010.

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

The County Attorney's Office agrees that the costs described in this request are the County's responsibility.

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

Metro has been working with Multnomah County on this matter.

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## ATTACHMENT A

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### Budget Modification

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

- **What revenue is being changed and why?**  
None
- **What budgets are increased/decreased?**  
Facilities Fund Contingency decreases by \$85,000 and the operating budget increases by this amount.
- **What do the changes accomplish?**  
See section 2.
- **Do any personnel actions result from this budget modification? Explain.**  
None.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**  
Not applicable.
- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**  
Not applicable.
- **If a grant, what period does the grant cover?**  
Not applicable.
- **If a grant, when the grant expires, what are funding plans?**  
Not applicable

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### Contingency Request

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If the request is a **Contingency Request**, please answer all of the following in detail:

- **Why was the expenditure not included in the annual budget process?**  
At the time that the Fiscal Year 2009 budget was prepared, it was not believed that Multnomah County would be responsible for the costs described in this request.
- **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**  
The MCSO River Patrol does not have funds budgeted to cover this expenditure.
- **Why are no other department/agency fund sources available?**  
No other funding options have been identified.
- **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account. What are the plans for future ongoing funding?**  
This is a one time only request. There is no revenue generated, no cost savings or payback to the County. The Metro project associated with this request will provide the River Patrol and the public with a safer pier for continued use.
- **Has this request been made before? When? What was the outcome?**  
This request has not been made before.

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

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**BUDGET MODIFICATION: DCM - 08**

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### Required Signatures

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

*Carol M. Ford*

**Date:** 10/07/08

**Budget Analyst:**

*Kayne Dargatz*

**Date:** 10/08/08

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**

Budget Modification ID: **DCM-08****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2009

Line No.	Fund Center	Fund Code	Program #	Func. Area	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
						Cost Center	WBS Element						
1	72-50	3505		0020		902575		60470	1,075,000	990,000	(85,000)		Facilities Fund Contingency
2	72-50	3505		0020			B307 COLUMBIABOATRMP PRJ	60220	0	205,000	205,000		Repairs & Maintenance
3										0			
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# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (Budget Modification)

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-8 DATE 10-16-08  
ANA KARNES, ASST BOARD CLERK

### Board Clerk Use Only

Meeting Date: 10/16/08  
Agenda Item #: R-8  
Est. Start Time: 10:05 AM  
Date Submitted: 09/29/08

### BUDGET MODIFICATION: HD-06

**Budget Modification HD-06 Appropriating \$172,870 from the Department of Health and Human Services Health Resources and Services Administration for**  
**Title: "Special Projects of National Significance - Ryan White Part A Program"**

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

Requested Meeting Date: October 9, 2008 Amount of Time Needed: 5 minutes  
Department: Health Division: Community Health Services  
Contact(s): Lester A. Walker, Finance and Budget Manager  
Phone: (503) 988-3674 Ext. 26457 I/O Address: 167/2/210  
Presenter(s): Graham Harriman, Interim Mgr HIV Programs and Health Equity Initiative

### General Information

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

We are requesting approval of appropriation of \$172,870 in grant funding from the Department of Health and Human Services Health Resources and Services Administration for the "Special Projects of National Significance – Ryan White Part A Program."

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

The HIV Care Services Program (HCS) manages contracts with community agencies to provide high quality primary care and support services for more than 2,300 low income persons living with HIV/AIDS. The federal Ryan White Treatment Modernization Act of 2006 provides the ongoing funding for these services. This new grant will support improvements in the program's client data management system, TOURS (Title One Unduplicated Reporting System). TOURS collects client demographic, service utilization, and outcomes data to meet federal reporting requirements, to monitor contractor performance, and to evaluate the impact of program services. Currently, aggregate client data is submitted to the Health Resources & Services Administration (HRSA); in

2009, HRSA will require that all grantees submit client level demographic, service utilization, and clinical data.

This action supports FY09 Program Offer #40012 – Services for Persons Living with HIV. The HIV Health Services Clinic (HHSC) and HIV Care Services Program (HCS) provide community-based primary care and support services to highly vulnerable populations living with HIV. TOURS system changes must be implemented to meet new federal reporting requirement.

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

Approval of this budget modification will increase the Health Department's FY09 budget by \$172,870. The total award is \$198,977 with \$26,127 to be used in FY10.

**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.**

HCS works with a community-based HIV Services Planning Council to plan the regional care system and contracts with ten community agencies including other governmental entities (OHSU, Clark and Yamhill County Health Departments) to deliver services. The Planning Council and the community agencies have been integrally involved in the development and implementation of the TOURS system.



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## ATTACHMENT A

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### Budget Modification

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

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

The Health Department's federal/state revenue budget will increase by \$172,870 in FY09 as a result of the work performed under this award.

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

The Health Department's Community Health Services FY09 federal/state budget will increase by \$172,870. Temporary personnel (Research Evaluation Analyst 2) will increase by \$6,809, Pass-Thru Program Support (OHSU HIV Clinic to modify EPIC-HIV registry) by \$18,934, Internal Service Data Processing (upgrade of TOURS) by \$133,775 and Indirect by \$13,352.

- **What do the changes accomplish?**

This one-year grant has the following goals:

**Goal:** To meet new federal client-level demographic and service reporting requirements for all services. This grant will support the programming necessary to make additions and changes to the current data elements within TOURS in order to collect all required client demographic and service utilization data.

**Goal:** To meet outpatient medical care client-level reporting requirements regarding clinical service indicators and to increase the program's ability to measure the quality of its clinical care programs. This grant will support the programming necessary to add client-level clinical indicators to TOURS and to modify the current OHSU and MCHD contractor data systems to enable export of the clinical data into TOURS. Regular medical care performance reports will be generated to support client treatment decisions and ongoing assessment of the quality of services.

**Goal:** To increase the stability and security of the TOURS database. This grant will move TOURS from a Microsoft Access platform to SQL 2005 and will increase data storage capacity for the system.

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

No new FTE are being added.

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

The revenue covers these costs.

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

The Multnomah County Information Technology Division projects a \$5,000 increase in HCS annual IT maintenance costs to support the improvements funded by this grant. HCS will incorporate this additional cost into its ongoing federal grant budget.

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

The grant covers budget period 9/1/08 – 8/31/09.

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

HCS will incorporate the \$5,000 increase in annual IT maintenance costs needed to support this improvement into its ongoing federal grant budget.

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## ATTACHMENT B

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**BUDGET MODIFICATION: HD-06**

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### Required Signatures

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

*Lillian Shirley*

**Date:** 09/26/08

**Budget Analyst:**

*Angela Burdine*

**Date:** 09/29/08

**Department HR:**

*Theresa Fuller Poe*

**Date:** 09/23/09

**Countywide HR:**

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

Budget Modification ID: **HD-09-06****EXPENDITURES & REVENUES**

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

**Budget/Fiscal Year: 2009**

Line No.	Fund Center	Fund Code	Program #	Func. Area	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
						Cost Center	WBS Element						
1	40-30	32300	40012	30			4FA55-01-1	50170	0	(172,870)	(172,870)		HRSA-SPNS Grant
2	40-30	32300	40012	30			4FA55-01-1	60100	0	5,159	5,159		Temporary (Research Eval Analyst 2)
3	40-30	32300	40012	30			4FA55-01-1	60135	0	1,495	1,495		Non-base Fringe
4	40-30	32300	40012	30			4FA55-01-1	60145	0	155	155		Non-base Insurance
5	40-30	32300	40012	30			4FA55-01-1	60160	0	18,934	18,934		Pass-Thru & Program Support
6	40-30	32300	40012	30			4FA55-01-1	60380	0	133,775	133,775		Intl Svc Data Proc
7	40-30	32300	40012	30			4FA55-01-1	60350	0	3,302	3,302		Central Indirect
8	40-30	32300	40012	30			4FA55-01-1	60355	0	10,050	10,050		Departmental Indirect
9	19	1000	40012	20		9500001000		50310			(3,302)		Indirect reimbursement revenue in GF
10	19	1000	40012	20		9500001000		60470			3,302		CGF Contingency expenditure
11	40-90	1000	40012	30		409050		50370	4,597,837	4,587,787	(10,050)		Indirect Dept reimbursement revenue in GF
12	40-90	1000	40012	30		409001		60000	321,899	331,949	10,050		Offsetting Dept expenditure in GF
13	72-10	3500	40012	20		705210		50316		(155)	(155)		Insurance Revenue
14	72-10	3500	40012	20		705210		60330		155	155		Offsetting expenditures
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# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (Budget Modification)

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-9 DATE 10-16-08  
ANA KARNES, ASST BOARD CLERK

### Board Clerk Use Only

Meeting Date: 10/16/08  
Agenda Item #: R-9  
Est. Start Time: 10:07 AM  
Date Submitted: 09/29/08

### BUDGET MODIFICATION: HD-07

**Agenda Title:** Budget Modification HD-07 Appropriating \$25,000 in Revenue for the Fiscal Year 2009 Meaningful Care Conference

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

Requested Meeting Date:	<u>October 9, 2008</u>	Amount of Time Needed:	<u>5 minutes</u>
Department:	<u>Health</u>	Division:	<u>Community Health Services/Director's Office</u>
Contact(s):	<u>Lester A. Walker</u>		
Phone:	<u>503-988-3674</u>	Ext.	<u>26457</u>
	I/O Address:		<u>167/2/210</u>
Presenter(s):	<u>Graham Harriman, Interim Manager HIV Programs and Health Equity Initiative</u>		

### General Information

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

The Health Department requests approval of Bud Mod HD-04, which increases the Health Department's appropriation by \$25,000 for this year's Meaningful Care Conference. The FY09 Adopted Budget includes \$2,700 for this conference. This day-long conference, scheduled to take place on Friday, March 13, 2009, promotes cultural competency in health care for the lesbian, gay, bisexual, transgender, and queer (LGBTQ) community. It is held in conjunction with the National LGBTQ Health Awareness Week.

This conference will be funded through registration fees and donations from local organizations. The expected revenue for this event is \$10,500 from donations and \$14,500 in from registration fees.

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

The Meaningful Care Conference provides cultural competence training as a means to mitigate health disparities in the LGBTQ community. This community faces a number of health disparities including the following:

- LGBTQ youth are much more likely to be victimized in school and to attempt suicide than heterosexual youth.
- LGBTQ people are often reluctant to seek care or to "come out" to health providers, leading to under-screening and intervention likely to result in poor health.
- Transgender care is not commonly taught in medical schools.
- Gay men and lesbian women are at increased risk for certain cancers (lung, cervical, breast and anal cancer), due to a higher prevalence of smoking and inadequate risk assessment and screening by providers.
- HIV/AIDS continues to devastate LGBTQ populations, particularly men of color, transgender women (male to female) and LGBTQ injection drug users.

Recent years have brought advancements in best practice guidelines designed to improve LGBTQ cultural competency within a variety of health and service provision fields. However much work remains to be done toward dissemination of best practice knowledge. Currently, little training is provided to health professionals to improve cultural competency skills in treating LGBTQ consumers. The LGBTQ Health Awareness Week Access to Meaningful Care Conference is a key step in local efforts to improve health care access, satisfaction, and outcomes for LGBTQ consumers through expanding access to culturally competent care.

This action affects Program Offer 40000 – Health Department Leadership Team. The conference will be funded through a combination of registration fees and donations from local organizations.

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

This budget modification adds \$25,000 in donations, small foundation grants, and registration fees to cover the costs of operating the conference this year. Future Meaningful Care Conferences are under consideration at this time.

**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.**

Community collaboration is fundamental to the success of integrating LGBTQ cultural competency into health care. So far this year, current collaborators include: Multnomah County Chair Ted Wheeler, Multnomah County Commissioner Maria Rojo de Steffey, Q Center, Kaiser Permanente, Breathe Free: Oregon LGBTQ Coalition Against Tobacco, Cascade AIDS Project, Multnomah County Health Department, Multnomah County Department of Community Justice, Multnomah Department of County Human Services, the OHSU Partnership Project, Quest Center for Integrative Health, Unity Project of Oregon, Kaiser Permanente, Outside In, HIV Alliance and Pride Foundation.

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## ATTACHMENT A

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### Budget Modification

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

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

Miscellaneous General Fund donations, small grants, and registration fees revenues are being increased by \$25,000.

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

The Health Department's Director's Office FY09 budget will increase by \$25,000. Temp/On-Call (Community Health Specialist II to support conference registration, outreach and marketing) will increase by \$3,995, printing will increase by \$2,000; advertising by \$1,500, space rental by \$10,410, supplies (includes interpreter and photos) by \$3,990, travel/lodging (for keynote and speakers) by \$3,000, and dues and subscriptions by \$105.

- **What do the changes accomplish?**

These changes allow the County to plan and pay for costs associated with hosting the Meaningful Care Conference this year.

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

None.

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

These costs will be absorbed within existing resources. This is a relatively small conference and is not anticipated to generate significant overhead costs.

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

This is the second year of the conference. Both last year and this year, small bequests and donations will completely cover the cost of the event. Conference participants will be asked to pay registration fees in the amount of \$65 (\$50 for students with student identification). Future Meaningful Care Conferences are under consideration at this time.

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

N/A.

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

N/A.

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

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**BUDGET MODIFICATION: HD-07**

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### Required Signatures

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

*Lillian Shirley*

**Date:** 09/26/08

**Budget Analyst:**

*Angela Birdine*

**Date:** 09/29/08

**Department HR:**

*Theresa Fuller Poe*

**Date:** 09/23/08

**Countywide HR:**

**Date:**

Budget Modification ID: **HD-09-07****EXPENDITURES & REVENUES**

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

**Budget/Fiscal Year: 2008**

Line No.	Fund Center	Fund Code	Program #	Func. Area	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
						Cost Center	WBS Element						
1	40-90	1000	40000	30			4CA69-8	50235		(14,500)	(14,500)		Meaningful Care Conference Reg Fees
2	40-90	1000	40000	30			4CA69-8	50300		(10,500)	(10,500)		Donations/Small grants
3	40-90	1000	40000	30			4CA69-8	60100		3,024	3,024		Temp/On-Call CHS2
4	40-90	1000	40000	30			4CA69-8	60135		877	877		Fringe
5	40-90	1000	40000	30			4CA69-8	60145		94	94		Insurance
6	40-90	1000	40000	30			4CA69-8	60180		2,000	2,000		Printing
7	40-90	1000	40000	30			4CA69-8	60200		1,500	1,500		Advertising
8	40-90	1000	40000	30			4CA69-8	60210		10,410	10,410		Space Rental
9	40-90	1000	40000	30			4CA69-8	60240		3,990	3,990		Supplies (Interpreter/photos)
10	40-90	1000	40000	30			4CA69-8	60260		3,000	3,000		Travel/lodging for Keynote/speakers)
11	40-90	1000	40000	30			4CA69-8	60340		105	105		Dues and Subscriptions
12	72-10	3500	40012	20		705210		50316		(94)	(94)		Insurance Revenue
13	72-10	3500	40012	20		705210		60330		94	94		Offsetting expenditures
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# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-10 DATE 10-16-08  
ANA KARNES, ASST BOARD CLERK

### Board Clerk Use Only

Meeting Date: 10/16/08  
Agenda Item #: R-10  
Est. Start Time: 10:09 AM  
Date Submitted: 09/30/08

**NOTICE OF INTENT to Submit a Grant Application to Kaiser Permanente**  
**Agenda Requesting \$50,000 to Expand Access to Dental Services for Uninsured**  
**Title: Medically Compromised Patients**

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

Requested Meeting Date: October 16, 2008 Amount of Time Needed: 5 minutes  
Department: Health Division: Integrated Clinical Services  
Contact(s): Alyssa Franzen, Dental Director  
Phone: 503-988-3674 Ext. 24705 I/O Address: 160/9  
Presenter(s): Alyssa Franzen/Pam Olbrich/Tom Waltz

### General Information

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

Authorize the Director of the Health Department to submit a grant application to Kaiser Permanente to provide \$50,000 to support dental services for medically compromised uninsured residents that would benefit from oral health care.

**NOTE:** The subject grant application was submitted during the week of September 15, 2008 by Dental Services staff at the urging of Kaiser Permanente representatives. If the Board of Commissioners feels that this application is not in the interest of the County, the request can be withdrawn.

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

The Multnomah County Health Department's Dental Program provides oral health services to uninsured and underinsured residents. The demand for dental services by these residents far exceeds the resources available. The requested grant funds would enable the Health Department to expand access to dental services for uninsured clients who suffer from chronic health conditions (e.g., suffering from diabetes, HIV disease or other conditions that would benefit from comprehensive oral care). These clients typically have no access points to oral care because they lack sufficient income

and/or experience other barriers to care.

This project will enhance the Department's ability to deliver dental services as described in Program Offer #40017 (Dental Services).

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

No County funding is requested.

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

None identified; providing dental services is consistent with County policy to meet the health care needs of Multnomah County low income medically underserved residents.

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

This project will be conducted in collaboration with Health Department physicians who will refer patients whose chronic condition would benefit from oral care.

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## ATTACHMENT A

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### Grant Application/Notice of Intent

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If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

- **Who is the granting agency?**  
Kaiser Permanente.
- **Specify grant (matching, reporting and other) requirements and goals.**  
No match is required for this grant. Grantees are required to monitor expenses, report activities on regular intervals as established in the grant agreement, and provide a final report upon completion of the project.
- **Explain grant funding detail – is this a one time only or long term commitment?**  
This is a one time commitment.
- **What are the estimated filing timelines?**  
The filing timeline was not published, and subsequently application was submitted during the week of September 15, 2008 at the urging of Kaiser Permanente representatives. If the Board of Commissioners feels that this grant application is not in the interest of the County, the request can be withdrawn.
- **If a grant, what period does the grant cover?**  
If funded, the grant will be for a period of one year, or until funds have been expended.
- **When the grant expires, what are funding plans?**  
This is one-time funding that will be used to meet the needs of patients with chronic health conditions. Once the funding is expended additional grant resources will be sought as necessary and if available.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**  
Administrative costs will be covered in the grant.

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## ATTACHMENT B

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### Required Signatures

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

*Lillian Shirley*

**Date:** 09/29/08

**Budget Analyst:**

*Angela Burdine*

**Date:** 09/30/08



# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-11 DATE 10-16-08  
ANA KARNES, ASST BOARD CLERK

### Board Clerk Use Only

Meeting Date: 10/16/08  
Agenda Item #: R-11  
Est. Start Time: 10:11 AM  
Date Submitted: 09/30/08

**Agenda Title:** NOTICE OF INTENT to Submit a \$10,000 Grant Request to the Oregon Community Foundation to Support Cultural Competency Training for Nurses

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

Requested Meeting Date: October 16, 2008 Amount of Time Needed: 5 minutes  
Department: Health Division: Director's Office  
Contact(s): Bonnie Kostecky  
Phone: 503-988-3674 Ext. 24299 I/O Address: 160/9  
Presenter(s): Bonnie Kostecky/Tom Waltz

### General Information

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

Authorize the Director of the Health Department to submit a \$10,000 grant request to the Oregon Community Foundation to support cultural competency training for the Department's nursing staff.

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

The Health Department's 54,000 primary care clients represent a diverse mix of racial groups, ethnicities and cultures. Health services are delivered by teams of physicians, nurse practitioners, nurses, social workers and medical assistants; nurses represent the largest segment of the Department's health care workforce. With a client base that is increasingly racially and ethnically diverse, the cultural competency of nurses is increasingly important in order to ensure the delivery of effective, safe, and high quality care.

The Department's Nursing Program is responsible for providing nurses with the necessary training, skills and knowledge to provide safe and high quality patient care. The purpose of this grant request is to provide training to ensure that patient care is provided in a manner that is culturally competent. Training would include the following topics:

1. Issues addressed by immigrants and refugees before they enter the US.
2. Health issues faced by immigrants and refugees once they have entered the US.

3. Emerging issues/cultures and how best to meet cultural needs.
4. Systemic/institutional issues (adaptation)
5. Other cultural issues (intergenerational cultural issues, conflicts between cultures).

The Health Department's project is consistent with the Oregon Center for Nursing's long-term goal to create supportive work environments to improve the recruitment and retention of nurses. This has also been the focus of \$1 million in grants and scholarships awarded through The Oregon Community Foundation in the past five years. The two organizations will blend their areas of expertise in providing statewide nursing workforce leadership and managing grant programs to address Oregon's nursing shortage through this innovative approach.

The grant funding program entitled "Nurturing Cultural Competence in Nursing" is a two-year small-grants project developed by the Oregon Center for Nursing and a local Nursing Workforce Diversity Task Force, a collaborative volunteer group comprising representatives of nursing schools and healthcare organizations in Oregon and southwest Washington. The program is in response to the growing diversity of the local population, which has created a pressing need for a more diverse and culturally competent nursing workforce. The program's grants will be administered in collaboration with the Oregon Community Foundation. Grants will be awarded to help practicing nurses, nursing faculty and nursing students to implement demonstration projects aimed at building cultural competency in the field.

This project will compliment work conducted under in Program Offer #40030 (Physician, Nurse Practitioner and Nursing Directors School-Based Health Centers).

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

No County funding is requested. The proposed grant will enable the Health Department to support training activities to improve the cultural competency skills of nurses.

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

None identified.

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

The Health Department's Diversity and Quality Team will be requested to provide advise and input regarding the cultural competency training opportunities presented in this proposal.

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## ATTACHMENT A

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### Grant Application/Notice of Intent

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If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

- **Who is the granting agency?**  
Oregon Center For Nursing.
- **Specify grant (matching, reporting and other) requirements and goals.**  
No match is required for this grant. Grantees are required to monitor expenses, report activities on regular intervals as established in the grant agreement, and provide a final report upon completion of the project.
- **Explain grant funding detail – is this a one time only or long term commitment?**  
This is a one-time commitment.
- **What are the estimated filing timelines?**  
Grant applications are due before November 1, 2008.
- **If a grant, what period does the grant cover?**  
Grants are for a period of one year.
- **When the grant expires, what are funding plans?**  
This is a short term project.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**  
Administrative costs will be covered in the grant.

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## ATTACHMENT B

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### Required Signatures

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Elected Official or  
Department/  
Agency Director:

*Lillian Shirley*

Date: 09/26/08

Budget Analyst:

*Angela Burdine*

Date: 09/30/08





# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-12 DATE 10-16-08  
ANA KARNES, ASST BOARD CLERK

### Board Clerk Use Only

Meeting Date: 10/16/08  
Agenda Item #: R-12  
Est. Start Time: 10:13 AM  
Date Submitted: 09/30/08

**Agenda Title:** NOTICE OF INTENT to Submit a \$20,000 Capacity Building Grant Request to the Oregon School-Based Health Care Network

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

Requested Meeting Date: October 16, 2008 Amount of Time Needed: 5 minutes  
Department: Health Division: Integrated Clinical Services  
Contact(s): Jill Daniels  
Phone: 503-988-3674 Ext. 29751 I/O Address: 160/2  
Presenter(s): Jill Daniels/Tom Waltz

### General Information

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

Authorize the Director of the Health Department to submit a \$20,000 grant request to the Oregon School-Based Health Care Network to build the capacity of School-Based Health Center Program staff to deliver effective care to students.

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

This grant will enable the Health Department's School-Based Health Center Program to increase skills of staff to enhance the quality of care they provide to students at 13 different school-based health centers. This includes providing access to training opportunities to:

- Develop skills in Motivational Interviewing to enhance providers' ability to deliver effective interventions to students.
- Use the "Five Promises" model of the national America's Promise Alliance to support skills development in areas essential to young peoples' success in life (e.g., caring adults, safe places, healthy start, effective education, and opportunities to help others).
- Utilize the new skills capacity to support effective communication techniques for healthy relationships among teen clients.

This project will enhance the Department's ability to deliver health services to youths as described

in Program Offer #40024 (School-Based Health Centers).

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

No County funding is requested. The proposed grant will enable the Health Department to support activities to address the need for improved services.

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

None identified; providing school-based health services is consistent with County policy to meet the health care needs of Multnomah County youths.

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

None.

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## ATTACHMENT A

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### Grant Application/Notice of Intent

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If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

- **Who is the granting agency?**  
Oregon School-Based Health Care Network.
- **Specify grant (matching, reporting and other) requirements and goals.**  
No match is required for this grant. Grantees are required to monitor expenses, report activities on regular intervals as established in the grant agreement, and provide a final report upon completion of the project.
- **Explain grant funding detail – is this a one time only or long term commitment?**  
This is a one-time commitment.
- **What are the estimated filing timelines?**  
Grant applications are due before October 15, 2008.
- **If a grant, what period does the grant cover?**  
Grants are for a period of one year.
- **When the grant expires, what are funding plans?**  
This is a short term project.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**  
Administrative costs will be covered in the grant.

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## ATTACHMENT B

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### Required Signatures

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Elected Official or  
Department/  
Agency Director:

*Lillian Shirley*

Date: 09/26/08

Budget Analyst:

*Angela Burdine*

Date: 09/30/08



## MULTNOMAH COUNTY

### AGENDA PLACEMENT REQUEST (short form)

#### Board Clerk Use Only

Meeting Date: 10/16/08  
Agenda Item #: R-13  
Est. Start Time: 10:15 AM  
Date Submitted: 10/08/08

**Agenda Title:** RESOLUTION Providing Hacienda Community Development Corporation (Hacienda, CDC) \$36,000 One-Time-Only Grant for Micro-Enterprise Program

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

Requested Meeting Date: October 16, 2008 Amount of Time Needed: 30 minutes  
Department: Non-Departmental Division: District 1, District 2  
Contact(s): Joanne Fuller, Marissa Madrigal, Matthew Lashua  
Phone: 503-988-6786 Ext. 86786 I/O Address: 503/600  
Presenter(s): Commissioners Maria Rojo de Steffey and Jeff Cogen, Pietro Ferrari, Micro Mercantes Participants

#### General Information

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

This resolution asks the Board of Commissioners to direct the Department of County Human Services to give a one-time only grant of \$36,000 to Hacienda Community Development Corporation for capital investment in the Micro Mercantes micro-enterprise program.

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

Recent Multnomah County budgets have prioritized one-time only investments that meet the county's mission to care for vulnerable populations, but reduce ongoing costs and provide long-term savings. Dwindling resources at the county level demand that tax-payer dollars are spent in ways that attack the root causes of poverty, giving individuals the tools they need to stop the cycle of poverty from generation to generation.

Two years ago, with private funding, Hacienda CDC launched a successful micro-enterprise program (Micro Mercantes) for low-income women living in the affordable housing projects surrounding the Ortiz Center in NE Portland's Cully neighborhood. Participants work in teams of

two, selling tamales at local farmers markets. The average participant sees their income increase by 20% to 30%, helping them achieve financial independence and reducing their need for government assistance.

Though successful, expansion of the program has been limited by the difficulty of finding a licensed commercial kitchen in which to work. The teams have also been unable to accept catering or retail orders on a regular basis because of the lack of a kitchen.

This grant would pay for an upgrade of an existing kitchen at the Ortiz Center, allowing an expansion of the Micro Mercantes program to more individuals and extending the program from a seasonal to year-round endeavor.

A public purpose will be served by this grant because Micro Mercantes is at its core, an anti-poverty program. The Micro Mercantes program will assist participants to become financially independent and less reliant on government resources.

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

This one-time only grant will be paid for by general fund salary savings in the Department of County Human Services' current FY 08/09 budget.

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

N/A

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

N/A

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**Required Signature**

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

*Maria Rojo de Steffen*

**Date:** 10/08/08

*JH S*

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BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

Providing Hacienda Community Development Corporation (Hacienda, CDC) \$36,000 One-Time-Only Grant for Micro-Enterprise Program

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

- a. Multnomah County's dwindling resources demand that taxpayer funds not only treat the symptoms, but the root causes of poverty.
- b. In recent Multnomah County budgets, Commissioners have prioritized one-time only investments that meet the county's mission to care for vulnerable populations, but reduce ongoing costs and provide long-term savings. These programs often aim to give adults the tools to lift themselves out of poverty and give children the opportunities for enrichment that will last a lifetime.
- c. Two years ago, with private funding, Hacienda CDC launched a successful micro-enterprise program (Micro Mercantes) for low-income Latina women living in the affordable housing projects surrounding the Ortiz Center.
- d. The Micro Mercantes program trains women in business skills including management, finance, marketing, securing licenses and compliance. Once trained, participants use these new skills to augment their income by selling prepared food at local farmer's markets.
- e. Participants in the Micro Mercantes program typically see their household incomes increase by 20% to 30%, helping them achieve financial independence and reducing their need for government assistance.
- f. Though successful, expansion of the program has been limited by the seasonal nature of farmer's markets, lack of childcare and the unavailability of commercial kitchens in which to cook. Participants have been unable to accept catering and retail orders because of the difficulty of finding a consistent, clean commercial space in which to prepare food.
- g. A one-time-only grant would leverage private funds and in-kind donations to upgrade an existing kitchen in the Ortiz Center, Northeast Portland's Latino Community Center. This one-time upgrade would allow expansion of the Micro Mercantes program to more individuals and allow participants to sell their products on a year-round basis, further lessening the need for government assistance.
- h. A public purpose will be served by this grant because it is an anti-poverty program. The Micro Mercantes program will assist participants to become financially independent and less reliant on government resources.

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

1. The Multnomah County Board of Commissioners directs the Department of County Human Services to:
  - a. Provide up to \$36,000 to Hacienda CDC for capital investments in the Micro Mercantes Program.
  - b. Draft an agreement to be signed by Hacienda CDC as a condition of receiving grant funds that contains the following:
    - i. Detailed and transparent accounting of the expenditure of grant funds.
    - ii. A report detailing the extent that the capital improvements increase the number of Micro Mercantes participants and increase the ability of the participants to take advantage of catering and retail opportunities.
    - iii. A requirement that the Ortiz Center kitchen and its improvements will be used only for the Micro Mercantes program, other anti-poverty programs, nutrition classes or other community activities.
    - iv. A prohibition on selling, leasing or encumbering the Ortiz Center kitchen or any of its improvements, appliances or equipment without the prior written approval of Multnomah County.
    - v. A provision permitting Multnomah County to use the Ortiz Center kitchen upon request with approval from Hacienda CDC for nutrition classes or other community activities.

**BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON**

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**Ted Wheeler, Chair**

**REVIEWED:**

**AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON**

By \_\_\_\_\_  
**Patrick W. Henry, Assistant County Attorney**

**SUBMITTED BY:**

**Maria Rojo de Steffey, Commissioner, District 1  
Jeff Cogen, Commissioner, District 2**



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 08-141**

Providing Hacienda Community Development Corporation (Hacienda, CDC) \$36,000 One-Time-Only Grant for Micro-Enterprise Program

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

- a. Multnomah County's dwindling resources demand that taxpayer funds not only treat the symptoms, but the root causes of poverty.
- b. In recent Multnomah County budgets, Commissioners have prioritized one-time only investments that meet the county's mission to care for vulnerable populations, but reduce ongoing costs and provide long-term savings. These programs often aim to give adults the tools to lift themselves out of poverty and give children the opportunities for enrichment that will last a lifetime.
- c. Two years ago, with private funding, Hacienda CDC launched a successful micro-enterprise program (Micro Mercantes) for low-income Latina women living in the affordable housing projects surrounding the Ortiz Center.
- d. The Micro Mercantes program trains women in business skills including management, finance, marketing, securing licenses and compliance. Once trained, participants use these new skills to augment their income by selling prepared food at local farmer's markets.
- e. Participants in the Micro Mercantes program typically see their household incomes increase by 20% to 30%, helping them achieve financial independence and reducing their need for government assistance.
- f. Though successful, expansion of the program has been limited by the seasonal nature of farmer's markets, lack of childcare and the unavailability of commercial kitchens in which to cook. Participants have been unable to accept catering and retail orders because of the difficulty of finding a consistent, clean commercial space in which to prepare food.
- g. A one-time-only grant would leverage private funds and in-kind donations to upgrade an existing kitchen in the Ortiz Center, Northeast Portland's Latino Community Center. This one-time upgrade would allow expansion of the Micro Mercantes program to more individuals and allow participants to sell their products on a year-round basis, further lessening the need for government assistance.
- h. A public purpose will be served by this grant because it is an anti-poverty program. The Micro Mercantes program will assist participants to become financially independent and less reliant on government resources.

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

1. The Multnomah County Board of Commissioners directs the Department of County Human Services to:
  - a. Provide up to \$36,000 to Hacienda CDC for capital investments in the Micro Mercantes Program.
  - b. Draft an agreement to be signed by Hacienda CDC as a condition of receiving grant funds that contains the following:
    - i. Detailed and transparent accounting of the expenditure of grant funds.
    - ii. A report detailing the extent that the capital improvements increase the number of Micro Mercantes participants and increase the ability of the participants to take advantage of catering and retail opportunities.
    - iii. A requirement that the Ortiz Center kitchen and its improvements will be used only for the Micro Mercantes program, other anti-poverty programs, nutrition classes or other community activities.
    - iv. A prohibition on selling, leasing or encumbering the Ortiz Center kitchen or any of its improvements, appliances or equipment without the prior written approval of Multnomah County.
    - v. A provision permitting Multnomah County to use the Ortiz Center kitchen upon request with approval from Hacienda CDC for nutrition classes or other community activities.

DATED this 16th day of October, 2008

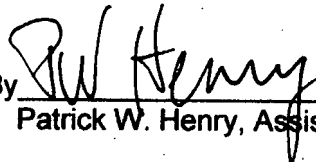
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON



  
Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Patrick W. Henry, Assistant County Attorney

SUBMITTED BY:

Maria Rojo de Steffey, Commissioner, District 1  
Jeff Cogen, Commissioner, District 2