MULTNOMAH COUNTY, OREGON

BOARD OF COMMISSIONERS

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ANY QUESTIONS? CALL BOARD CLERK DEB BOGSTAD @ 248-3277
Email: deborah.l.bogstad@co.multnomah.or.us

INDIVIDUALS WITH DISABILITIES PLEASE CALL THE BOARD CLERK AT 248-3277, OR MULTNOMAH COUNTY TDD PHONE 248-5040, FOR INFORMATION ON AVAILABLE SERVICES AND ACCESSIBILITY.

JULY 1, 1999
BOARD MEETING

FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:30 a.m. Thursday Resolution in Support of Issuance of Industrial Revenue Bonds to Dove Lewis Emergency Animal Hospital
Pg 2	9:40 a.m. Thursday Ratification of County Painters Union Contract
Pg 3	9:45 a.m. Thursday Two Library Lease Agreements
Pg 3	9:55 a.m. Thursday Vacation of a Portion of SE Burnside Road
Pg 3	10:00 a.m. Thursday Criminal Court Workgroup Report on Operation of Alcohol & Drug Treatment Center
✷	**Check the County Web Site: http://www.co.multnomah.or.us/**

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

Thursday, 9:30 AM, (LIVE) Channel 30
Friday, 10:00 PM, Channel 30
Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community Television

Thursday, July 1, 1999 - 9:30 AM
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:30 AM

DEPARTMENT OF SUPPORT SERVICES

C-1 Renewal of Intergovernmental Agreement 500016-3 with the Oregon State Fire Marshal and the City of Gresham for Participation in the Regional Hazardous Materials Emergency Response Team for the 1999-2001 Biennium

DEPARTMENT OF ENVIRONMENTAL SERVICES

C-2 Intergovernmental Revenue Agreement 9910799 with the Oregon Department of Transportation for the Morrison Bridge East Ramps Bent Cap Repairs and Deck Overlay Projects

REGULAR AGENDA

PUBLIC COMMENT - 9:30 AM

R-1 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

NON-DEPARTMENTAL - 9:30 AM

R-2 RESOLUTION in Support of Issuance of Industrial Development Revenue Bonds by the State of Oregon to Dove Lewis Emergency Animal Hospital

DEPARTMENT OF SUPPORT SERVICES - 9:35 AM

R-3 Ratification of Memorandum of Understanding with AFSCME, Local 88, AFL-CIO, Implementing the Second Phase of Information Technology Classification Study and Market Adjustments

R-4 Ratification of 1998-01 Collective Bargaining Agreement with the International Brotherhood of Painters and Allied Trades, Local 1094, District Council 5 of Oregon, Washington and Idaho, AFL-CIO

DEPARTMENT OF LIBRARY SERVICES - 9:40 AM

R-5 Staff to Report to Board on Purchase Option Negotiation Regarding Retail Lease 9910771 with South Market Square LLC for Operation of a Multnomah County Branch Library at 1511 NE Village Street in Fairview

R-6 RESOLUTION Authorizing Execution of Lease 9910722 with MLQ Physical Therapy, Inc. for Lease of Certain Real Property for the Storage of Library Books, Materials, Equipment and Furniture During Renovation of Nine Branch Libraries

DEPARTMENT OF ENVIRONMENTAL SERVICES - 9:55 AM

R-7 Public Hearing and Consideration of an RESOLUTION Vacating a Portion of SE Burnside Road

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE - 10:00 AM

R-8 Criminal Court Workgroup Report Regarding Development of Protocols and Procedures Governing Operation of the Secure Alcohol and Drug Treatment Center and Finalization of the Draft Operational Guidelines. Presented by Judge Julie Frantz, Ginger Martin, Lt. Bobbi Luna, and Jacquie Weber. 30 MINUTES REQUESTED.

COMMISSIONER COMMENT/LEGISLATIVE ISSUES - 10:30 AM

R-9 Opportunity (as Time Allows) for Commissioners to Comment on Non-Agenda Items or to Discuss Legislative Issues.

SUPPLEMENTAL BOARD MEETING AGENDA

Thursday, July 1, 1999 - 10:30 AM
OR IMMEDIATELY FOLLOWING AGENDA ITEM R-8
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

EXECUTIVE SESSION

E-1 Prior to Board Consideration of Agenda Item R-5 Regarding Retail Lease 9910771 with South Market Square LLC for Operation of a Multnomah County Branch Library at 1511 NE Village Street in Fairview, the Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(E) to Deliberate with Persons Designated to Negotiate Real Property Transactions. Only Representatives of the News Media and Designated Staff shall be Allowed to Attend. Representatives of the News Media are Specifically Directed Not to Report on Any of the Deliberations During the Executive Session. Immediately Following the Executive Session the Board Will Reconvene its Regular Meeting to Decide Agenda Item R-5 in Open Session. Presented by Bob Oberst. 15 MINUTES REQUESTED.

MEETING DATE: JUL 01 1999
AGENDA NO.: C-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement/Regional Hazardous Materials Team

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING Date Requested: July 1, 1999

Amount of Time Needed: Consent

DEPARTMENT: Support Services DIVISION: Emergency Management

CONTACT: Mike Gilsdorf TELEPHONE #: 618-2363

BLDG/ROOM#: 313/EM

PERSON(S) MAKING PRESENTATION: Mike Gilsdorf

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [X] APPROVAL [] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Intergovernmental Agreement 350016-3 between the State of Oregon, acting by and through the State Fire Marshal and the City of Gresham/Multnomah County for participation in the Regional Hazardous Materials Response Team for the 1999-2001 biennium.

7/6/99 ORIGINAL to Maria Kintaro

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Vicki L. Ebke

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk at 248-3277

99 JUN 23 AM 8:59
MULTNOMAH COUNTY OREGON
BOARD OF COUNTY COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MIKE GILSDORF
MULTNOMAH COUNTY EMERGENCY MANAGEMENT

TODAY'S DATE: June 15, 1999

REQUESTED PLACEMENT DATE: **July 1, 1999**

RE: Intergovernmental agreement #500016-3 between the State of Oregon, acting By and through the State Fire Marshal and the City of Gresham/Multnomah County for participation in the Regional Hazardous Materials Emergency Response Team.

I. Recommendation/Action Requested:

Approval of intergovernmental agreement.

II. Background/Analysis:

This agreement is being submitted for approval to allow for continuation of the Regional Hazardous Materials Response Unit. This agreement shall be for the 1999-2001 biennium.

III. Financial Impact:

This agreement allows us to receive reimbursement for hazardous materials response within a designated area within the State. It also provides money for training, equipment and medical exams.

IV. Legal Issues:

The regional hazardous materials emergency response services are authorized under ORS 453.374 to 453.390.

V. Controversial Issues:

None.

VI. Link to Current County Policies:

None.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

The State of Oregon Fire Marshal's Office and City of Gresham.

Rev. 5/92

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500016-3

Amendment # _____

CLASS I	CLASS II	CLASS III
☐ Professional Services under $25,000	☐ Professional Services over $25,000 (RFP, Exemption) ☐ PCRB Contract ☐ Maintenance Agreement ☐ Licensing Agreement ☐ Construction ☐ Grant ☐ Revenue	☒ Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-1 DATE 7/1/99 DEB BOGSTAD BOARD CLERK

Department SUPPORT SERVICES Division EMERGENCY MNGMT. Date 6/15/99

Contract Originator MIKE GILSDORF Phone 618-2526 Bldg/Room 313/EM

Administrative Contact MARIA KINTARO Phone 618-2363 Bldg/Room 313/EM

Description of Contract Intergovernmental Agreement between the State of Oregon, acting through the State Fire Marshal and the City of Gresham/Multnomah County for participation in the regional Hazardous Materials Emergency Response Team.

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

ORS/AR # Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name OREGON STATE FIRE MARSHAL'S OFFICE

Mailing Address 300 MARKET ST. PLAZA, SUITE 534
SALEM, OR. 97310-0198

Phone _____

Employer ID# or SS# _____

Effective Date _____

Termination Date June 30, 2001

Original Contract Amount $ _____

Total Amount of Previous Amendments $ _____

Amount of Amendment $ _____

Total Amount of Agreement $ 300,000.00

Remittance Address (If Different) _____

Payment Schedule / Terms

☐ Lump Sum $_____ ☐ Due on receipt

☐ Monthly $_____ ☐ Net 30

☐ Other $_____ ☐ Other_____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed $_____

Encumber: Yes ☐ No ☐

REQUIRED SIGNATURES:

Department Manager Vicki S. Gates Date June 15, 1999

Purchasing Director (ClassII Contracts Only) _____ Date _____

County Counsel [signature] Date 6/22/99

County Chair / Sheriff [signature] Date July 1, 1999

Contract Administration (Class I, Class II Contracts Only) _____ Date _____

VENDOR CODE	VENDOR NAME	TOTAL AMOUNT	$	

LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.											
02.											
03.											
*	* If additional space is needed, attach separate page. Write contract # on top of page.										

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

INTERGOVERNMENTAL AGREEMENT FOR REGIONAL HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM SERVICES

Between

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

And

CITY OF GRESHAM
MULTNOMAH COUNTY

STATE OF OREGON
John Kitzhaber, Governor

Robert Panuccio, State Fire Marshal

July 1, 1999

TABLE OF CONTENTS

INTERGOVERNMENTAL AGREEMENT FOR REGIONAL HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM SERVICES

General Agreement Information

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

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

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

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

1.2 Agreement Term: This Agreement shall be from the date of the last required signature to June 30, 2001. Subject to Legislative approval, future Agreements will be awarded on a biennial basis. The OSFM has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement within the OSFM's biennial appropriation or limitation. Contractor understands and agrees that the OSFM's payment of amounts under this Agreement attributable to work performed after the last day of the current biennium is contingent upon the OSFM receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow the OSFM, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

Standard Agreement Terms and Conditions

2.0 Definitions:

"Agreement" means this intergovernmental agreement and Addenda.

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

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

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

"Emergency Response" means:

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

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

"Hazardous Materials" means "hazardous substance" as that term is defined in ORS 453.307(4).

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

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

"Local Government Agency" means a city, county, special district or subdivision thereof.

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

"ORS" means Oregon Revised Statutes.

"Primary Response Area" means that geographical region where the Contractor is principally responsible for providing regional hazardous materials emergency response services.

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

"Release" shall have the same meaning as that in ORS 465.200(14).

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

"State" means the State of Oregon acting by and through the State Fire Marshal.

"State Owned Equipment" means all vehicles, equipment, and supplies provided to Regional Hazardous Materials Emergency Response Teams as described in this agreement.

"State Spill Response Fund" means the response fund established under ORS 453.390 et seq.

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

"Team Response Costs" means those Contractor expenses which are expressly allowed under this Agreement and are approved by the OSFM. Team Costs under this Agreement do not include the wide range of emergency response costs associated with hazardous materials emergency, but shall be limited to approved expenses directly related to Regional Hazardous Materials Emergency Response Team operations.

2.1 Statement of Work:

2.1.1 Services to be Provided by Contractor: During the term of this Agreement the Contractor agrees to provide regional hazardous material emergency response team services within the boundaries of Contractor assigned Primary Response Area as generally depicted and described in "Exhibit A", and Addendum #1, and by this reference incorporated herein. Contractor is hereby designated "HazMat 03.

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

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

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

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

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

2.1.3 Personnel: Contractor shall provide an adequate number of trained, medically monitored, competent, and supervised Regional Hazardous Materials Emergency Response Team (RHMERT) personnel as is necessary to operate within the safety levels of a regional hazardous materials emergency response team as specified in OR-OSHA's OAR 437, Division 2. Contractor shall limit its team activities to that within the safety and training levels specified by Oregon-OSHA for a hazardous materials response team.

2.1.4 Vehicles and Equipment: Contractor may utilize such vehicles and equipment as it currently has available as provided in 2.1.2 herein. The Contractor will operate a hazardous materials emergency response team using one (1) or (2) hazmat vehicle(s) and emergency response team equipment as specified in Exhibit "B" of this agreement, on loan from the OSFM. State owned vehicles shall meet or exceed all regulatory requirements. Routine maintenance of state owned and local vehicles and equipment shall be the sole responsibility of the Contractor. Contractor shall limit its activities to that which can be safely accomplished within the technical limitations of the vehicles and equipment provided by the Contractor or the OSFM.

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

A. Apparatus and Vehicles
   1. Daily/weekly/monthly checks of vehicle and equipment.
   2. Semiannual and/or mileage-related lubrication, oil and filter changes.
   3. Annual tune-up as required for preventive maintenance.

B. Equipment checks and testing as outlined in the Oregon-OSHA standards and manufacturer's recommendations.

C. Protective Clothing to be tested as per Oregon-OSHA standards and manufacturer's recommendations.

D. Communications equipment checked regularly.

The Contractor may use state owned emergency response vehicles and equipment in conjunction with other non-hazardous materials emergency response activities. The vehicle and equipment shall at all times be immediately available for emergency response with hazardous materials incidents having highest priority. State owned vehicle(s) and equipment shall not be used by other than Contractor RHMERT employees, except as approved by the team leader/administrator.

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

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

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

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

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

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

2.2.1 Contractor Stand-by Costs: Contractor shall be compensated by the OSFM under this Agreement for its OSFM approved stand-by costs. Such stand-by costs include:

Specialized Training Costs: The OSFM will provide funding for advanced training and education to Contractor RHMERT employees as specified in Exhibit "D" and if approved by the OSFM in advance. All such training and selection of training/training providers must comply with all federal, state and local rules and regulations. If training is approved, the OSFM agrees to pay the cost of tuition, and per diem/travel expenses at OSFM approved rates.

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

Vehicle(s) and Equipment Loans: The OSFM agrees to loan the Contractor (one) or (two) team vehicle(s) and emergency response team equipment as specified in Exhibit "B" of this Agreement. Equipment and materials will be provided by the OSFM as specified in Exhibit "C" of this Agreement.

2.2.2 Contractor's Team Response Costs: Contractor shall be compensated by the OSFM under this Agreement for its OSFM-approved Team response costs. The funding available for team response costs as specified in Exhibit "J" of this Agreement is in addition to Contractor stand-by costs as specified in section 2.2.1. Such team response costs shall be limited only by the funds available in the State Spill Response Fund established under ORS 453.390 et seq. for the 1999-2001 biennium. Such Team response costs may include, but are not limited to:

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

Compensation for Contractor Personnel Response Costs: Contractor RHMERT personnel response costs which are approved and authorized under this Agreement are compensable at the rates described in Exhibit "G". Hourly personnel rates for the 1999-2001 biennium will be based on actual personnel costs plus a per person per hour overhead charge for indirect costs identified by local departments that are directly related to the operation of their hazardous material team. These overhead charges will be negotiated on an individual basis with each team. Contractor will be required to document both personnel rates, and the indirect costs they are factoring into the hourly overhead rates. That documentation will be entered into this agreement as addendum #2. Contractor RHMERT personnel response costs shall be billed to the nearest one-fourth (1/4) hour period worked.

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

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

2.2.4 Billing System: Contractor will notify OSFM Regional Teams Program Coordinator at (503) 373-1540, ext. 227 within 24 hours of a hazardous materials emergency response. An incident number will be assigned to the response at that time. Contractor shall leave a voice-mail message if notification is made after business hours. Contractor call will be returned the next business day. Contractor will provide an estimate of team response costs to the OSFM within 10 working days of the response. An expenditure report and invoice shall be submitted to the OSFM within 30 days of the response. Contractor claim for reimbursement shall be on OSFM approved forms and shall contain such documentation as is necessary to support OSFM cost-recovery operations and financial audits. The State shall then bill the responsible party or parties within 30 days of receipt of Contractor invoice. The OSFM agrees to bill responsible parties for team response costs and may bill for the total emergency response costs. Team response costs include such items as vehicle and equipment use, expendables, and personnel costs. Normally Contractor team response costs shall be collected by the OSFM from the responsible party or parties before payment is made to the Contractor. Where payment has not been received by the OSFM within 30 days after the second billing to the responsible party or parties, then the Contractor approved team response costs shall be paid to the Contractor from the State Spill Response Fund. In no case shall the OSFM payment to the Contractor exceed 63 days after receipt of the Contractor invoice by OSFM, provided responsible party information supplied by the Contractor is correct to the best of the Contractor knowledge or belief.

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

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

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

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

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

2.2.5 Interest: If the OSFM fails to make timely payments to Contractor as described in 2.2.2, interest shall be paid to Contractor by the OSFM on amounts past due at the rate of interest specified in ORS 293.462(3). Interest payments will be made only if response costs are invoiced by the Contractor on OSFM-approved forms and responsible party information supplied by the Contractor is correct to the best of the Contractor knowledge or belief.

2.2.6 State Funding available: The OSFM believes that sufficient funds will be available and authorized within the OSFM 1999-2001 appropriation or limitation. **State funding for standby costs available under this Agreement for the 1999-2001 biennium shall be the sum of the amounts specified in exhibits C, D, E and H to this Agreement and are summarized in Exhibit I of this Agreement.**

The funding available as specified in Exhibits C, D, E and H to this Agreement does not include Contractor team response costs as specified in 2.2.2. Such team response costs are available in addition to Contractor standby costs and shall be limited only by the funds available in the State Spill Response Fund established under ORS 453.390 et seq. for the 1999-2001 biennium and identified in Exhibit J to this Agreement.

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

2.2.7 Prior Approval: Contractor, when acting under this Agreement, may not respond without prior written or verbal approval by OSFM as set forth in Section 2.1.5. Granting of response approval by the OSFM Duty Officer constitutes the OSFM agreement to pay Contractor team response costs from the State Spill Response Fund if recovery from a

responsible party or parties is not obtained in a timely manner. Contractor agrees to make reasonable and good faith efforts to minimize responsible party and/or OSFM expenses.

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

If the Contractor has *not* received state authority for automatic response or if the emergency response request does not meet the Standard Operating Guideline criteria, the Contractor shall refer the response request to the OSFM Duty Officer who will evaluate the situation and either authorize the Contractor response or decline the response request.

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

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

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

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

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

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

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

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

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

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

2.8 Compliance With Government Regulations: Contractor agrees to comply with federal, state and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement including, but not limited to, OAR 437-02-100(q) and its Appendix B. Contractor specifically agrees that the provisions of ORS 279.312 and 279.316 are conditions of this Agreement. Failure to comply with such requirements shall constitute a breach of this Agreement and shall be grounds for termination.

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

2.10 State Tort Claims Act:

2.10.1 Scope: During operations authorized by this contract, Contractor and Contractor's RHMERT employees shall be agents of the state and protected and defended from liability under ORS 30.260 to 30.300. For purposes of this section, operations means activities directly related to a particular emergency response involving a hazardous material by a regional hazardous materials emergency response team. Operations also includes advanced training activities provided under this contract to the Contractor's hazardous materials emergency response team employees, but does *not* include travel to and from the training.

2.10.2 Limitations: Except as provided in Section 2.1.4, this Agreement in no way limits a Contractor from responding with State owned vehicles, equipment and supplies under local authority, mutual-aid Agreements, or other contracts under local authority.

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

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

(After "beep," enter telephone number to which call should be returned)

Copies of such written reports shall also be sent to:

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

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

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

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

2.13.1 Confidentiality: Except as otherwise provided by law, each party to this Agreement mutually agrees that they shall not in any way, disclose each others confidential information to a third party. The rights and obligations set forth in this section shall survive termination of the Contract.

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

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

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

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

2.18 Payment for Medical Care: Contractor agrees to make payment promptly, as due, to any person, partnership, association or corporation furnishing medical, surgical, hospital or other needed medical care to Contractor employees, except as noted in 2.2.1, Medical Surveillance. Such payment shall be made from all sums, which Contractor has agreed to pay for such services, and from all sums, which Contractor has collected or deducted, from the wages of employees pursuant to any law, contract or Agreement for the purpose of providing or paying for such service.

2.19 Insurance Coverage:

2.19.1 Worker Compensation: Contractor, its subcontractors, if any, and all employers providing work, labor or materials, under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Nothing in this Agreement is intended or shall be construed to create the relationship of employer and employee as between the OSFM and Contractor. If, however, the Contractor Workers' Compensation costs increase as a direct result of an injury, illness or participation as regional hazardous materials emergency response team, the OSFM will compensate the Contractor for the increased costs.

2.19.2 Commercial General Liability: Contractor shall obtain at contractor's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance, or its equivalent for self-insured Contractor, covering bodily injury and property damage. This insurance shall include personal injury coverage, contractual liability coverage for the indemnity provided under this agreement and products/completed operations liability. Combined single limit per occurrence shall not be less the $500,000 or the equivalent. Each annual aggregate limit shall not be less than $500,00, when applicable.

2.19.3 Automobile Liability: Contractor shall obtain and keep in effect during the term of this agreement, Automobile Liability Insurance, or its equivalent for self-insured Contractor, covering owned, non-owned and/or hired vehicles as applicable. The Contractor shall obtain separate automobile liability insurance providing primary coverage for OSFM vehicles when Contractor uses OSFM vehicles as provided in Section 2.10.2 of the Agreement. This coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less the $500,000, or the equivalent.

2.19.4 Notice of Cancellation or Change: There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without 30 days written notice from the contractor or its insurer(s) to the Office of State Fire Marshal. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Oregon, the Office of State Fire Marshal and it's divisions, officers and employees.

2.19.5 Certificate(s) of Insurance: As evidence of the insurance coverages required by this contract, the Contractor shall furnish Certificate(s) of Insurance to the Office of State Fire Marshal prior to its issuance of a Notice to Proceed. The Certificate(s) will specify all of the parties who are Additional Insureds (or Loss Payees). Insurance coverages required under this contract shall be obtained from acceptable insurance companies or

entities. The contractor shall be financially responsible for all deductibles, self-insured retentions and/or self insurance included hereunder.

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

2.20 Remedies: This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon as interpreted by the Oregon courts. Any litigation arising out of this Agreement shall be conducted in the courts of the State of Oregon.

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

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

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

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

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

a. if the other party fails to provide services called for by this Agreement within the time specified herein or extension thereof; or,

b. if the other party fails to perform any other provision of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and, after receipt of written notice from the other party, fails to correct such failures within 10 days or such longer period as the notice may authorize.

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

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

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

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

Local Authorities (Note: Signatory for each unit of local government signing the agreement)

EXHIBIT A

Regional Teams Map and Primary Response Area Boundary Descriptions

EXHIBIT B
HM03
Revised 7/98

INVENTORY OF OSFM-PROVIDED VEHICLES AND EQUIPMENT

The following vehicle(s) and equipment are on loan from the OSFM to the Contractor:

I. LIBRARY		QUANTITY
NFPA Fire Protection Guide on Hazardous Materials	1 ea	ER1735
Hawleys Chemical Dictionary	1 ea	ER0148
DOT Guidebook	2ea	
GATX Tank Car Manual	1 ea	ER0034
B.O.E. Emergency Handling of Hazardous Materials in Surface Transportation	1 ea	
Farm Chemical Handbook	1 ea	ER0940
CHRIS Response Methods Handbook	1ea	ER1365
Firefighters Handbook to Hazardous Material	1 ea	ER0004
American Railroad Emergency Action Guide	1 ea	ER0024
SAX Manual	1 ea	ER0131
NIOSH (TLVS) Manual	1 ea	
ACGIH Guidebook (Manual)	1 ea	
Matheson Gas Book and First Aid	1 ea	ER1140
Radiological Health Handbook		
State Clandestine Lab Book - 4th Edition	1 ea	
Merck Index - 10th Edition	1 ea	ER0136
Firefighter Hazardous Materials Reference Book	1 ea	ER1475
Pestline	1 ea	ER0954
Handbook of Compressed Gases	1 ea	ER0973

II. MAPS AND MISC. EQUIPMENT

Binoculars	1 ea	ER0181
Spotting Scope	1 ea	ER0189
First Aid Kit	1 ea	ER0737
Traffic Cones	20 ea	ER0175
Flashing Strobe Lights	4 ea	Same As Above
Hand Held Portable Radios	8 ea	ER0335,0336,0347,0353, 0356,0358,0362,0372
6 Unit Charger	1 ea	ER0293
Single Unit Charger	2 ea	ER1172, 1173
Mobile Telephone	2 ea	ER2797, 2798

Cellular Connection	1 ea	ER2799
Video Camera & Tripod with color TV Monitor	1 ea	Camera ER0413, Monitor ER0419
35mm Camera	1 ea	ER0071
Polaroid Land Camera	1 ea	ER0075
Streamlight Lantern	2 ea	ER2692 - 2693
Weather Station	1 ea	ER1352
Weather PAK	1 ea	ER1746
Wheel Chocks - (2)	2 ea	
Suit to suit Communication	8 ea	ER1020,1000,1016,1019, 1299,0996,1348,1021
Hand Truck	1 ea	ER0200
Drum Truck	1 ea	ER0205
Drum Up Ender	1 ea	ER1005
Tire Pump - Electric	1 ea	ER2649
Pagers **(RETURNED 5-96) now renting pagers**	15 ea	ER0817 - 0831

III. PROTECTIVE EQUIPMENT

DuraFab Comfort Guard III - 1993	18 total	9 Lg, 9 Xlg
Chemtex-Sijal - 1992	3 doz	12 ea Lg, Xlg, XXlg
Pacesetter II - 1992	12 ea	ER2302 - 2312, 2316
Chemtex Training Suits	6 ea	
SCBA Packs & Bottles	8 ea	Packs:0769,0768,0767,0765 ,0770,0771,0766,0764, Bottles:0753,0754,0755, 0757,0751,0752,0756, 0758
Spare SCBA Tanks	16 ea	ER1049 - 1064
Trelleborg - 1991	6 ea	ER1816 thru ER1821
Trelleborg Test Kit	1 ea	ER1850
Trelleborg Repair Kit	1 ea	ER2500
Chemtex Training Suits	6 ea	
MSA SCBA	8 ea	Frame 1762-1769/Bottle 1770-1777
Spare MSA SCBA Tanks	16	ER1085,1084,1083,1082, 1095,1094,1093,1092, 1091,1090,1087,1089,1096, 1081,1080,1086
MSA Spectacle Kits	5 ea	
Goggles		4 ea
Chemical Resistant Boots	24 pr	4 pr ea 8, 9, 10, 11, 12, 13
Full Firefighting Turnouts with Nomex Hoods	16 sets	
Ranger Firefighting Boot	6 sets	3 pr 10 1/2 - 1 pr 9 1/2 - 2 pr 1

Nomex Jumpsuits	15 ea	
Hard Hats	6 ea	
Gear Bags	15 ea	
PASS Device	8 ea	ER0684,0689,0702,0698, 0682,0701,0705,0686
Tympanic Thermometer	1 ea	ER1910
Polycarb Face Shields	2 ea	
Vinyl Coat Apron	6 ea	

IV. LEAK CONTROL EQUIPMENT

Chlorine Kit "A"	1 ea	ER1132
Chlorine Kit "B"	1 ea	ER1136
Chlorine Kit "C"	1 ea	ER1137
Air Bag Systems	1 set	ER2783
Dome Cover Clamps 3/set	2 sets	ER2716, 2717
Overpack Drums	1 ea	95gl, 55gl, 30gl, 14gl

V. TOOLS

Hand Tools:		
Basic 215 piece set	1 ea	
Open End/Box End Wrenches - Large	6 ea	
Pliers	1 ea	
Locking Pliers	1 ea	
Arc Joint Pliers	1 ea	
Utility Knife	1 ea	
Putty Knife	1 ea	
Wire Brush	1 ea	
Screwdriver Set	1 ea	
Chisel & Punch Set	1 ea	
Drill Index	1 ea	
Non-Sparking Tools:		
2 lb Maul	1 ea	
55 Gal Drum Bung Wrench (2)	2 ea	
Dead Blow Hammer	1 ea	
Scoop Shovel (2) - Aluminum	2 ea	
Pinch Bar - 18"	1 ea	
Pipe Wrench (2) - 24"	2 ea	
Pipe Wrench (2) - 36"	2 ea	
Scraper	1 ea	
Screw Driver - Straight tip, large	1 ea	
10" Non Spark Adjustable Wrench	1 ea	
Tool Box	4 ea	
Air Drill w/drill bit, auto oiler	1 ea	ER2119
3 1/8" Hole Saw	2 ea	

Air Hose - 3/8" x 50'	2 ea	
Scissors	1 ea	
Shovels - Roundpoint	2 ea	
Shovels - Squarepoint	2 ea	
Grounding Equipment/Bonding Equipment	4 sets	ER2610 - 2 sets ea 25 ft., 50 ft.
Pulaski - (2)	2 ea	
Pry Bar - 54"	1 ea	
Bolt Cutters - 18"	1 pr	
Rotary Rescue Saw	1 ea	ER1636
Easy-Outs/Stud Extractors	2 sets	
Plastic Milk Crates	5 ea	
Hydraulic Jack	1 ea	
Aviation Shears - Right, Left, Straight	3 pr	
Lockout/Tagout Kit	1 ea	
Welden Pump Mdl. 200 w/hose kit	1 ea	

VI. DETECTION EQUIPMENT

MSA 261 w/Calibration Equipment, Harness	1 ea	ER0439
AIM 3250	1 ea	ER1466
Sensidyne Detection Kit	1 ea	ER1370
HazCat Kit	1 ea	ER0551
CD-V777-1 Radiation Detection Monitor	3 ea	

VII. SUPRESSION EQUIPMENT

Pro Pak Foam Applicator	1 ea	

VIII. DECONTAMINATION EQUIPMENT

Decontamination Shower	1 ea	Shower ER1865, Heater ER1878
Emergency Eyewash Kit - Saline Solution	1 ea	ER0502
Garden Hose with Nozzle & Adaptor	2 ea	

IX. MISCELLANEOUS EQUIPMENT - VEHICLE

Gateway P2-266 Computer	1 ea	
Portable FAX Machine	1 ea	ER1791
Canon PC-6RE Copier w/Cartridge	1 ea	
Color Monitor 17"	1 ea	
HP 6L Laser Printer	1 ea	
Multimedia Speakers	1 ea	
Microcassette Recorder	2 ea	ER0575, 0579
Calculator	1 ea	ER0082
White Plexiglas Board	1 ea	

Plotting Board	1 ea	
Porta-Potty (Optional)	1 ea	
UPS	1 ea	ER1704
128 ChannelRadio - VHF	1 ea	ER0512
128 ChannelRadio - UHF	1 ea	ER0531
800 MHz 35 Watt Radio	1 ea	
MDT Moble Workstation	1 ea	
Tire Chains	1 set ea	Cable singles, Link singles
Duo Safety Ladder	1 ea	ER2678
Response Vehicle w/Generator & Cascade system	1 ea	

X. CONSUMABLE SUPPLIES (QUANTITIES MAY VARY)

Hand Cleaner	1 ea	
Barricade Tape	6 rl	
Cyalume Lights, 20 ea of 3 colors	60 ea	
Gloves – Neoprene	12 pr	4 pr ea Md, Lg, Xlg
Rubber Gloves	8 pr	4 pr ea 10, 12
Butyl	12 pr	4 pr ea 9, 10, 11
Pacesetter II Replacement Gloves	6 pr	
4 H Gloves	150 pr	50 pr ea 9, 10, 12
PVC	12 pr	One size fits all
Cryogenic	4 pr	2 pr ea Lg, Xlg
Disposable foot covers	75 pr	25 pr ea L, Xlg, Jumbo
Coveralls (disposable) 25/cs	2 cs	1 cs ea Lg, Xlg
Earplugs	1 cs	
Spil-fyter	1 tube	
Ammonia and Dispenser	1 ea	
PH Paper	2 rl	
Inflatable Kiddie Pool	2cs/24	
Tracing Dye (Solid and Liquid)	1 ea	

EXHIBIT C

ESTIMATED COST OF STATE-PROVIDED EQUIPMENT TO BE PURCHASED
1999-2001 Biennium Funding

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

Training Equipment, Materials and Supplies	**$1,000.00**
Replacement of capital equipment and expendable items will be provided as necessary, by prior approval of the Office of State Fire Marshal, not to exceed a maximum of	**$15,000.00**
Funding Available for Equipment	**$16,000.00**

EXHIBIT D

TRAINING
1999-2001 Biennium Funding

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

Funding Available for Training	**$30,519.00**

EXHIBIT E

MEDICAL SURVEILLANCE
1999-2001 Biennium Funding

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

Up to 18 personnel may receive medical surveillance exam(s), up to a maximum of $600 per person, not to exceed total funding available for medical surveillance shown below.

This amount shown above is the per-person maximum payable for medical surveillance exam(s) during the 1999-2001 biennium, within. It is understood that costs will vary for baseline, maintenance and exit exams, and therefore, the total funding available for medical surveillance *is not* based on the maximum per-person allowance, but rather on $600 per person *average* cost. This allows *flexibility* in the per-person cost *within* the maximum funding available for medical surveillance.

Funding Available for Medical Surveillance	**$10,800.00**

EXHIBIT F

Compensation for Vehicles and Apparatus

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

Vehicles	Rate Per Hour
Each engine	$100.00
Each aerial ladder	150.00
Each utility/staff vehicle	50.00

Contractor Equipment Charges

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

Other Associated Costs

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

EXHIBIT G

CONTRACTOR'S RESPONSE PERSONNEL

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

Personnel Category	Rate per hour
HazMat Team Members	$85.00

All other support personnel at actual costs.

EXHIBIT H

OUTREACH TRAINING
1999-2001 Biennium Funding

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

Funding Available for Outreach Training	**$5,285.00**

EXHIBIT I

Summary - 1999-2001 Biennium Funding Available for Standby Costs

Equipment Purchases - 1999-2001 Biennium Funding - (See Exhibit C)	**$16,000.00**
Training - 1999-2001 Biennium Funding - (See Exhibit D)	**$30,519.00**
Medical Surveillance - 1999-2001 Biennium Funding - (See Exhibit E)	**$10,800.00**
Outreach Training - 1999-2001 Biennium Funding	**$5,285.00**
Total 1999-2001 Biennium Funding Available for Standby Costs	**$62,604.00**

EXHIBIT J

State's Spill Response Fund

1999-2001 Biennium Funding $ 300,000.00

This is the *Total* State's Spill Response Funding limitation available for the 1999-2001 biennium RHMERT services by *all* Contracted RHMERTs. This does *not* guarantee that any Contractor will be reimbursed for any specific amount from the State's Spill Response Fund; only that funding in this amount is available for reimbursement of emergency response team costs is available within the OSFM limitation or appropriation.

ADDENDUM # 1

Primary Response Area Boundary Description

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

Approving Signatures:

On Behalf of the State of Oregon,

Dated this _____ day of _____, 1999

_____

Robert Panuccio
State Fire Marshal

On Behalf of_____
Dated this _____ day of _____, 1999

Signature_____
Printed Name_____
Title_____
Address_____
City_____**Zip**_____

On Behalf of _____

Dated this _____ day of _____, 1999

Signature_____
Printed Name_____
Title_____
Address_____
City_____**Zip**_____

On Behalf of _____

Dated this _____ day of _____, 1999

Signature_____
Printed Name_____
Title_____
Address_____
City_____**Zip**_____

On Behalf of _____

Dated this _____ **day of** _____, **1999**

Signature_____
Printed Name_____
Title_____
Address_____
City_____ **Zip**_____

On Behalf of _____

Dated this _____ **day of** _____, **1999**

Signature_____
Printed Name_____
Title_____
Address_____
City_____ **Zip**_____

On Behalf of Multnomah County, Oregon

Dated this 1st **day of** July, **1999**

Signature_____
Printed Name Beverly Stein
Title Multnomah County Chair
Address 1120 SW Fifth Avenue, Suite 1515
City Portland, OR **Zip** 97204-1914

REVIEWED:
THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY
BY _____
ASSISTANT COUNTY COUNSEL
DATE 6/22/99

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 7/1/99
DEB BOGSTAD
BOARD CLERK

On Behalf of _____

Dated this _____ **day of** _____, **1999**

Signature_____
Printed Name_____
Title_____
Address_____
City_____**Zip**_____

On Behalf of _____

Dated this _____ **day of** _____, **1999**

Signature_____
Printed Name_____
Title_____
Address_____
City_____**Zip**_____

On Behalf of _____

Dated this _____ **day of** _____, **1999**

Signature_____
Printed Name_____
Title_____
Address_____
City_____**Zip**_____

MEETING DATE: JUL 01 1999
AGENDA NO: C-2
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Oregon Department of Transportation (ODOT) Intergovernmental Agreement (IGA) to provide Highway Bridge Repair and Replacement (HBRR) funds for Morrison Bridge East Ramps Bent Cap Repairs & Deck Overlay.

BOARD BRIEFING: DATE REQUESTED:
REQUESTED BY:
AMOUNT OF TIME NEEDED:

REGULAR MEETING: DATE REQUESTED: Consent Calendar

AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: Stan Ghezzi TELEPHONE #: (503) 248-3757 ext. 225
BLDG/ROOM #: 446/Bridges

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [X] APPROVAL [ ] OTHER

SUGGESTED AGENDA TITLE:
Oregon Department of Transportation (ODOT) Intergovernmental Agreement (IGA) for Morrison Bridge East Ramps Bent Cap Repairs & Deck Overlay.

7/7/99 ORIGINALS to CATHEY KRAMER

BOARD OF COUNTY COMMISSIONERS
99 JUN 23 PM 12:07
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL:
(OR)
DEPARTMENT MANAGER: Lorn E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

OFFICE MEMORANDUM
DEPARTMENT OF ENVIRONMENTAL SERVICES
Transportation Division - Bridge Section

TO: Larry Nicholas
Harold Lasley
Stan Ghezzi

FROM: John Lindenthal

SUBJECT: Morrison Bridge East Ramp Bent Cap
ODOT Intergovernmental Agreement

DATE: June 21, 1999

Find attached the County Board Agenda Placement form, Contract Approval Form and the Oregon Department of Transportation (ODOT) Intergovernmental Agreement (IGA) to provide Highway Bridge Repair and Replacement (HBRR) funds for the Morrison Bridge East Ramp Bent cap repairs and deck overlay.

ODOT has notified Multnomah County that the bent caps on the Hawthorne Bridge east ramps and Morrison Bridge east ramps are substandard and require posting or repairs. We are required to complete repairs prior to May 27, 2000 in order to prevent posting the bridges for load restrictions below legal loads.

The IGA for the Hawthorne Bridge is already being processed for signatures.

Please initial, or sign as appropriate, this IGA for approval as soon as possible. This project is on a fast track schedule. We are attempting to make the board consent calendar on July 1, 1999.

Please call John Lindenthal @ 248-3757 ext. 246 when the IGA is ready to be forwarded to the next signatory.

If there are any questions, please notify us immediately.

Thank you, in advance, for the expeditious processing of this IGA.

cc: Ed Wortman/Ian Cannon
SMG/Bridge File/Vance File

Oregon
John A. Kitzhaber, M.D., Governor

Department of Transportation
Region 1
123 NW Flanders
Portland, OR 97209-4037
(503) 731-8200
FAX (503) 731-8259

FILE CODE:

June 16, 1999

Ian Cannon, Engr. Services Administrator
Multnomah County
1403 SE Water Avenue, Bldg. 446
Portland, OR 97214

SUBJECT: PROPOSED HBRR PROJECT
Morrison Bridge Ramps

Attached are four bound copies and one unbound copy of the proposed agreement for the subject project. Please review with your staff and with other affected personnel and if satisfactory, secure the necessary signatures and return the bound, signed copies to me at this office. The unbound copy may be retained for your reference.

A fully executed copy of the agreement will be sent to you for your files following final action by the Department of Transportation.

If you have any questions, please call me at 293-3640 or 731-8276.

Debbie Burgess

Debbie J. Burgess
Local Programs Specialist

Attachments - (Agreement No. 17,412)

c: Fran Neavoll

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Renewal ☐
County Counsel Contract Boilerplate (with pre-approved signature) ☐Attached ☒Not Attached

Contract #: 9910799
Amendment #:

CLASS I	CLASS II	CLASS III
☐ Professional Services not to exceed $50,000 ☐ Intergovernmental Agreement (IGA) not to exceed $50,000 ☐ *Architectural & Engineering not to exceed $10,000 (for tracking purposes only)* ☐ Expenditure ☐ Revenue	☐ Professional Services that exceed $50,000 (RFP, Exemption) ☐ PCRB Contract ☐ Maintenance Agreement ☐ Licensing Agreement ☐ Construction ☐ Grant ☐ Revenue	☒ Intergovernmental Agreement (IGA) that exceed $50,000 APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-2 DATE 7/1/99 DEB BOGSTAD BOARD CLERK

Department: Environmental Services Division: Transportation Date:
Originator: Stan Ghezzi Phone: 248-3757 ext. 225 Bldg/Rm: 446/Bridges
Contact: Cathey Kramer Phone: 248-5050 x22589 Bldg/Rm: ~~425~~/Trans 455/2ND

Description of Contract : Oregon Department of Transportation (ODOT) Intergovernmental Agreement (IGA) for the Morrison Bridge East Ramps bent caps and deck overlay projects.

RFP/BID : N/A RFP/BID DATE: N/A EXEMPTION NUMBER/DATE : N/A
ORIGINAL CONTRACT NO. *(only for original renewals)* EXEMPTION EXPIRATION DATE : N/A
ORS/AR # Contractor is : ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☐ NONE *Check all boxes that apply*

Contractor Name: Oregon Department of Transportation (ODOT)
Mailing Address: ODOT - Region 1, 123 NW Flanders, Portland, OR 97209-4037
Phone: (503) 731-8288
Employer ID# or SS#
Effective Date: Upon approval
Termination Date: Upon Project Completion
Original Contract Amount $: $6,800,000
Total Amt of Previous Amendments $: N/A
Amount of Amendment $: N/A
Total Amount of Agreement $: $6,800,000

Remittance address *(If different)*:

Payment Schedule / Terms
☐ Lump Sum $ ☐ Due on Receipt
☐ Monthly $ ☐ Net 30
☐ Other $ ☐ Other

☐ Requirements Not to Exceed $

Encumber ☐ Yes ☐ No

REQUIRED SIGNATURES

Department Manager: [signature] DATE 6/23/99
Purchasing Manager *(Class II Contracts Only)* DATE
County Counsel: [signature] DATE 6/23/99
County Chair: [signature] DATE July 1, 1999
Sheriff DATE
Contract Administration *(Class I, Class II Contracts only)* DATE

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT $			
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJECT/ REVENUE	SUB OBJ	RECPT CAT	LGFS DESCRIP	AMOUNT	INC DEC
01											
02											
03											

DISTRIBUTION: Original – Contract Administration, Initiator, Accounts Payable *If additional space is needed, attach separate page. Write contract # on top of page.*

Misc. Contracts & Agreements
No. 17,412

LOCAL AGENCY AGREEMENT
HIGHWAY BRIDGE REPLACEMENT AND REHABILITATION PROJECT
Morrison Bridge East Ramps (#2758A & # 8589)
PHASE 1 and 2

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and MULTNOMAH COUNTY, acting by and through its Elected Officials, hereinafter referred to as "Agency".

RECITALS

1. The Morrison Bridge is a part of the County Road System under the jurisdiction and control of Multnomah County.

2. By the authority granted in ORS 366.770 and 366.775, State may enter into cooperative agreements with the counties and cities for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency plan and propose a four-phase program for rehabilitating the Morrison Bridge East Ramps, (Bridge # 2758A & 28589). Phase 1 and 2 (this agreement) will retrofit the inadequate bent caps and repair and overlay the bridge deck, hereinafter referred to as "project". The location of the project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.

Phase 3 will repair damaged bearings and perform Phase 1 seismic retrofit and, Phase 4 will paint the superstructure. Phase 3 and 4 will be covered under separate agreement.

2. The project shall be conducted as a part of the Highway Bridge Replacement and Rehabilitation Program (HBRR), under Title 23, United States Code, and the Oregon Action Plan. The total cost for Phase 1 and 2 is estimated at $6,800,000. The HBRR funds (large bridge category) will be used for all work associated with Phase 1 and 2 of the project.

Key #09403

State shall provide one-half the match required for the federal funds, based on the maximum allowable federal fund prorata. Agency shall be responsible for all costs in excess of the combined available federal funds and State match. The estimate for the total project costs of Phase 1 and 2 is subject to change.

3. The term of this agreement shall begin on the date all required signatures are obtained and shall terminate when Phase 1 and 2 of the project is complete.

4. This agreement may be terminated by mutual written consent of both parties.

State may terminate this agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:

a. If Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof.

b. If Agency fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within 10 days or such longer period as State may authorize.

c. If Agency fails to provide payment of its share of the cost of the project.

d. If State fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the agreement.

e. If Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this agreement is prohibited or State is prohibited from paying for such work from the planned funding source.

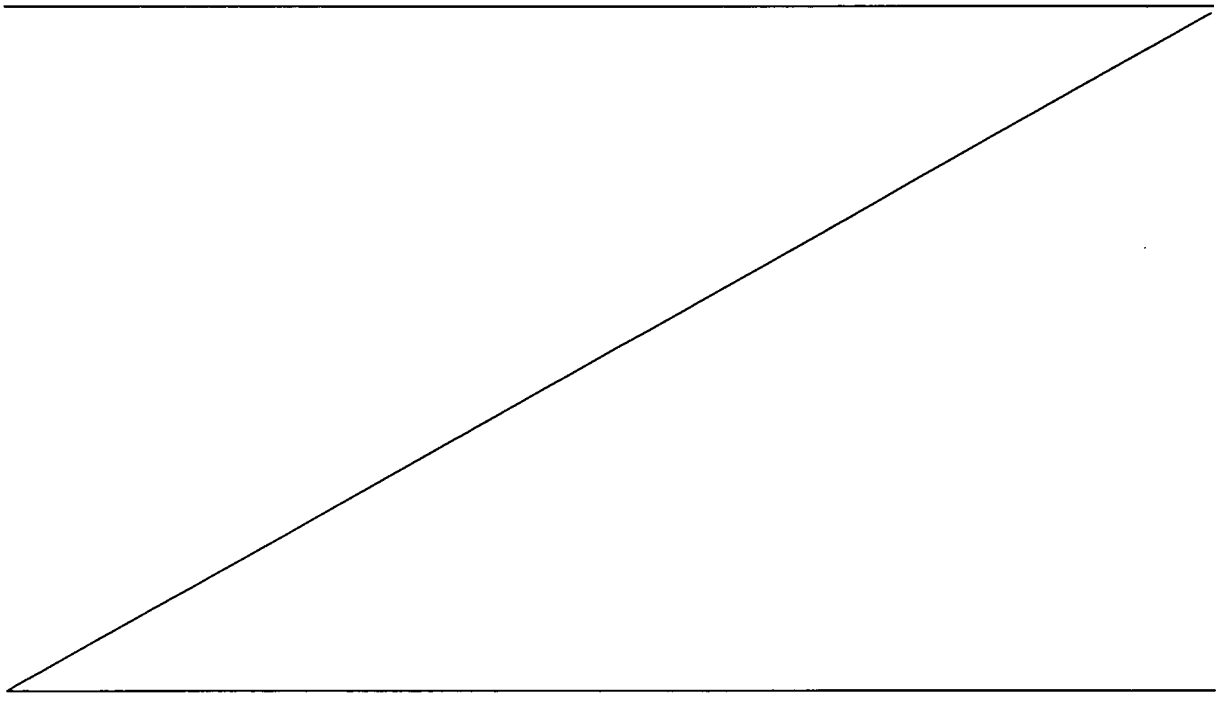
Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

5. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.

6. Agency, as a recipient of grant funds, pursuant to this agreement with the State, shall assume sole liability for Agency's breach of the conditions of the grant, and shall, upon Agency's breach of grant conditions that requires the State to return funds to FHWA, the grantor, hold harmless and indemnify the State for an amount equal to the funds received under this agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this agreement.

7. Agency shall enter into and execute this agreement during a duly authorized session of its Board of County Commissioners.

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



IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

The Oregon Transportation Commission on October 15, 1997, approved this project as a part of the 1998-2001 Statewide Transportation Improvement Program, Page 5, Key No. 09403.

The Oregon Transportation Commission on March 18, 1999, approved Subdelegation Order No. 2 in which the Director grants authority to the Executive Deputy Director to approve and execute agreements over $75,000 when the work is related to a project included in the Statewide Transportation Improvement Program.

APPROVAL RECOMMENDED

By _____
Region 1 Manager

APPROVED AS TO
LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

STATE OF OREGON, by and through its Department of Transportation

By _____
Executive Deputy Director

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

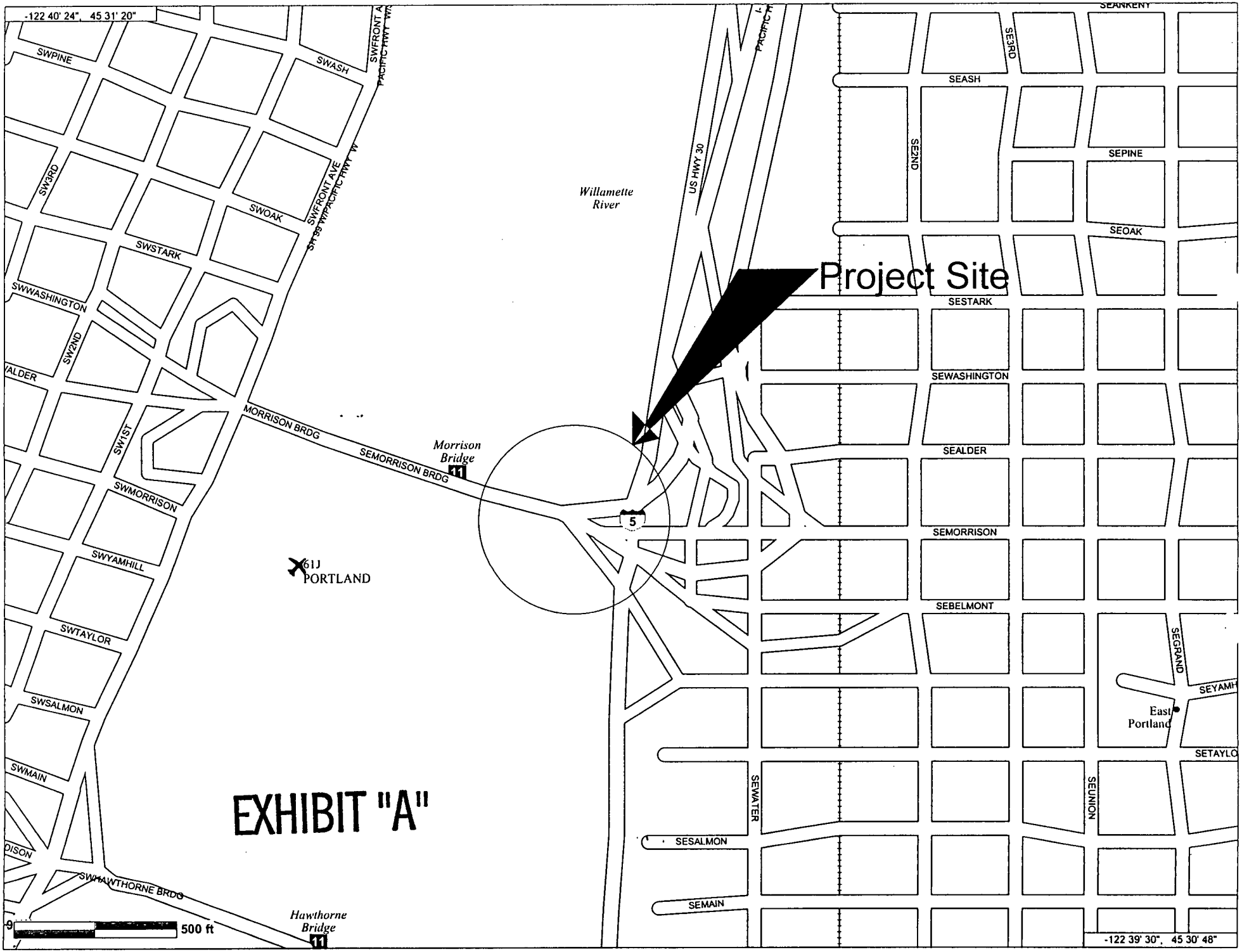
By _____
Chair

APPROVED AS TO
LEGAL SUFFICIENCY

By _____
County Counsel

Date 6/23/99

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 7/1/99
DEB BOGSTAD
BOARD CLERK



ATTACHMENT NO. 1

SPECIAL PROVISIONS

1. Agency or its consultant shall, as a federal-aid participating preliminary engineering function, conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, and hydraulic studies, identify and obtain all required permits, acquire all right of way or easements, if any, and perform all preliminary engineering and design work required to produce final plans, preliminary/final specifications and cost estimates.

2. Agency shall design the project to meet the American Association of State Highway and Transportation Officials Standards and Specifications for Highway Bridges, as modified by State's Bridge Section Office Practice Manual.

3. Agency shall, upon State's award of construction contract, furnish all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract.

4. State may make available Region 1's On-Call PE, Design and Construction Engineering Services consultant for Local Agency Projects upon written request. If Agency chooses to use said services they agree to manage the work done by the consultant and make funds available to the State for payment of those services. All eligible work shall be a federally participating cost and included as part of the total cost of the project.

5. Subject to the limitations and conditions of, and to the extent permitted by, the Oregon Constitution and the Oregon Tort Claims Act (Ors 30.260 et seq.), the Agency and State each shall be solely responsible for any loss or injury caused to third parties arising from Agency's or State's own acts or omissions under the agreement; and Agency or State shall defend, hold harmless, and indemnify the other party to this agreement with respect to any claim, litigation, or liability arising from Agency's or State's own acts or omissions under this agreement.

ATTACHMENT NO. 2

STANDARD PROVISIONS

JOINT OBLIGATIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will further act for the Agency in other matters pertaining to the project. State and Agency shall actively cooperate in fulfilling the requirements of the Oregon Action Plan. Agency shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a liaison person to coordinate activities and assure that the interests of both parties are considered during all phases of the project.

2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting for FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.

PRELIMINARY & CONSTRUCTION ENGINEERING

3. State, Agency, or others may perform preliminary and construction engineering. If Agency or others perform the engineering, State will monitor the work for conformance with FHWA rules and regulations. In the event that Agency elects to engage the services of a personal service consultant to perform any work covered by this agreement, Agency and Consultant shall enter into a State reviewed and approved personal service contract process and resulting contract document. State must concur in the contract prior to beginning any work. State's personal service contracting process and resulting contract document will follow Title 23 Code of Federal Regulations (CFR) 172, Title 49 CFR 18, ORS 279.051, the current State Administrative Rules and ODOT Personal Services Contracting Procedures as approved by the Federal Highway Administration (FHWA). Such personal service contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. Subcontracts shall contain all required provisions of Agency as outlined in the agreement. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or its consultant prior to receiving authorization from State to proceed. Any amendments to such contract(s) also require State's approval.

4. On all construction projects where State is the signatory party to the contract, and where Agency is doing the construction engineering and project management, Agency, subject to any limitations imposed by State law and the Oregon Constitution, agrees to accept all responsibility, defend lawsuits, indemnify and hold State harmless, for all tort claims, contract claims, or any other lawsuit arising out of the contractor's work or Agency's supervision of the project.

REQUIRED STATEMENT FOR USDOT FINANCIAL ASSISTANCE AGREEMENT

5. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference. That program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of the financial assistance agreement. Upon notification to the Agency of its failure to carry out the approved program, the US Department of Transportation shall impose such sanctions as noted in Title 49, Code of Federal Regulations, Part 23, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the Agency to obtain future US Department of Transportation financial assistance.

6. The Agency further agrees to comply with all applicable civil rights laws, rules and regulations, including Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.

7. The parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, incorporated herein by reference and made a part hereof; Title 49 CFR, Parts 23 and 90, Audits of State and Local Governments; 49 CFR Parts 18 and 24; 23 CFR Part 771; Title 41, USC, Anti-Kickback Act; Title 23, USC, Federal-Aid Highway Act; 42 USC, Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended; provisions of Federal-Aid Policy Guide (FAPG), Title 23 Code of Federal Regulations (23 CFR) 1.11, 710, and 140; and the Oregon Action Plan.

STATE OBLIGATIONS

PROJECT FUNDING REQUEST

8. State shall submit a project funding request to the FHWA with a request for approval of federal-aid participation in all engineering, right-of-way acquisition, eligible utility relocations and/or construction work for the project. **No work shall proceed on any activity in which federal-aid participation is desired until such approval has been obtained.** The program shall include services to be provided by State, Agency, or others. State shall notify Agency in writing when authorization to proceed has been received from the FHWA. Major responsibility for the various phases of the project will be as outlined in the Special Provisions. All work and records of such work shall be in conformance with FHWA rules and regulations and the Oregon Action Plan.

FINANCE

9. State shall, in the first instance, pay all reimbursable costs of the project, submit all claims for federal-aid participation to the FHWA in the normal manner and compile accurate cost accounting records. Agency may request a statement of costs to date at any time by submitting a written request. When the actual total cost of the project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal 100 percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the project expenditure account(s) and will be included in the total cost of the project.

PROJECT ACTIVITIES

10. State shall, if the preliminary engineering work is performed by Agency or others, review and process or approve all environmental statements, preliminary and final plans, specifications and cost estimates. State shall, if they prepare these documents, offer Agency the opportunity to review and approve the documents prior to advertising for bids.

11. The party responsible for performing preliminary engineering for the project shall, as part of its preliminary engineering costs, obtain all project related permits necessary for the construction of said project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.

12. State shall prepare contract and bidding documents, advertise for bid proposals, and award all contracts.

13. Upon State's award of a construction contract, State shall perform independent assurance testing in accordance with State and FHWA Standards, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the project.

14. The State shall, as a project expense, assign a liaison person to provide project monitoring as needed throughout all phases of project activities (preliminary engineering, right-of-way acquisition, and construction). The liaison shall process reimbursement for federal participation costs.

RIGHT-OF-WAY

15. State is responsible for proper acquisition of the necessary right-of-way and easements for construction and maintenance of the project. Agency may perform acquisition of the necessary right-of-way and easements for construction and maintenance of the project, provided Agency (or Agency's consultant) are qualified to do such work as required by the ODOT Right of Way Manual and have obtained prior approval from ODOT Region Right of Way office to do such work.

16. Regardless of who acquires or performs any of the right-of-way activities, a right-of-way services agreement shall be created by ODOT Region Right of Way office setting forth the responsibilities and activities to be accomplished by each party. State shall always be responsible for requesting project funding, coordinating certification of the right-of-way, and providing oversight and monitoring. Funding authorization requests for federal right-of-way funds must be sent through the Region Right of Way offices on all projects. All projects must have right-of-way certification coordinated through Region Right of Way offices (even for projects where no federal funds were used for right-of-way, but federal funds were used elsewhere on the project). Agency should contact the Region Right of Way office for additional information or clarification.

17. State shall review all right-of-way activities engaged in by Agency to assure compliance with applicable laws and regulations. Agency agrees that right-of-way activities shall be in accord with the Uniform Relocation Assistance & Real Property Acquisition Policy Act of 1970, as amended, State's Right of Way Manual and the Code of Federal Regulations, Title 23, Part 710 and Title 49, Part 24.

18. If any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.

19. Agency insures that all project right-of-way monumentation will be conducted in conformance with ORS 209.150.

20. State and Agency grants each other authority to enter onto the other's right-of-way for the performance of the project.

AGENCY OBLIGATIONS

FINANCE

21. Agency shall, prior to the commencement of the preliminary engineering, utility, right-of-way acquisition and miscellaneous phases, deposit with State its estimated share of each phase upon receipt of a written request from State.

22. Agency's share of construction shall be deposited in two parts. The initial deposit shall represent 65 percent of the Agency's share, based on the engineer's estimate and shall be requested three weeks prior to opening bids on the project. The contract will not be awarded until the deposit is received. Upon award of the contract, the balance of the Agency's share shall be requested and deposited with the State in a timely manner.

23. Pursuant to ORS 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (Local Government Investment Pool, and an Irrevocable Limited Power of Attorney is sent to ODOT's Financial Services Branch), or 2) an Irrevocable Letter of Credit issued by a local bank in the name of the State. The deposit may also be in the form of cash.

24. Deposits may be applied to any phase of the project under the same agreement.

25. Additional deposits, if any, shall be made as needed upon request from the State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the project.

26. Agency shall present invoices for 100 percent of actual costs incurred by Agency on behalf of the project directly to State's Liaison Person for review and approval. Such invoices shall identify the project and agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Billings shall be presented for periods of not less than one-month duration, based on actual expenses to date. All billings received from Agency must be approved by State's Liaison Person prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of FAPG, 23CFR 1.11, 710, and 140. Final billings shall be submitted to State for processing within three months from the end of each funding phase as follows: 1) award date of a construction contract for preliminary engineering 2) last payment for right-of-way acquisition and 3) third notification for construction. Partial billing (progress payment) shall be submitted to State within three months from date that costs are incurred. Final billings submitted after the three months may not be eligible for reimbursement.

27. The cost records and accounts pertaining to work covered by this agreement are to be kept available for inspection by representatives of State and the FHWA for a period of three (3) years following the date of final voucher to FHWA. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (49 CFR 18.42).

28. If Agency should cause the project to be canceled or terminated for any reason prior to its completion, Agency agrees to reimburse State within three months of billing for any costs that have been incurred by State on behalf of the project.

29. State shall request reimbursement, and Agency agrees to reimburse State, for federal-aid funds distributed to Agency if any of the following events occur:

    a) That right-of-way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the federal-aid funds were authorized;

b) That right-of-way acquisition is undertaken utilizing federal-aid funds and actual construction is not started by the close of the twentieth fiscal year following the fiscal year in which the federal-aid funds were authorized for right-of-way acquisition.

c) That construction proceeds after the project is determined to be ineligible for federal-aid funding (e.g., no environmental approval, lacking permits, or other reasons).

30. The agreement is subject to the provisions of the Single Audit Act of 1984 (49 CFR, Part 90) as stated in Circular A-128 of the United States Office of Management and Budget.

31. Agency shall maintain all project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that projects are completed in conformance with approved plans and specifications.

RAILROADS

32. Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the appropriate Region contact or Railroad & Utility Engineer. Only those costs allowable under 23 CFR 646B & 23 CFR 140I, shall be included in the total project costs; all other costs associated with railroad work will be at the sole expense of the Agency, or others. Agency may request State, in writing, to provide railroad coordination and negotiations. However, the State is under no obligation to agree to perform said duties.

UTILITIES

33. Agency shall relocate or cause to be relocated, all utility conduits, lines, poles, mains, pipes, and other such facilities where such relocation is necessary in order to conform said utilities and facilities with the plans and ultimate requirements of the project. Only those utility relocations, which are eligible for federal aid participation under the FAPG, 23 CFR 645A, shall be included in the total project costs; all other utility relocations shall be at the sole expense of the Agency, or others. State will arrange for utility relocations/adjustments in areas lying within jurisdiction of State, if State is performing the preliminary engineering. Agency may request State in writing to arrange for utility relocations/adjustments lying within Agency jurisdiction, acting on behalf of Agency. This request must be submitted no later than 21 weeks prior to bid let date. However, the State is under no obligation to agree to perform said duties.

34. Agency shall follow established State utility relocation policy and procedures. The policy and procedures are available through the appropriate Region Utility Specialist or ODOT Right of Way Section's Railroad and Utility Coordinator.

STANDARDS

35. Design standards for all projects on the National Highway System (NHS) and the Oregon State Highway System shall be in compliance to standards specified in the current ODOT Highway Design Manual and related references. Construction plans shall be in conformance with standard practices of State for plans prepared by its own staff. All specifications for the project shall be in substantial compliance with the most current "Oregon Standard Specifications for Highway Construction".

36. Agency agrees that minimum design standards for non-NHS projects shall be recommended AASHTO Standards and in accordance with the current "Oregon Bicycle and Pedestrian Plan", unless otherwise requested by Agency and approved by State.

37. Agency agrees and will verify that the installation of traffic control devices shall meet the warrants prescribed in the "Manual on Uniform Traffic Control Devices and Oregon Supplements".

38. All plans and specifications shall be developed in general conformance with the current "Contract Road Plans Guide" and the current "Guideline to Region/Consultants/Local Agency for the Preparation of Highway Contract Specifications".

39. The standard unit of measurement for all aspects of the project will be System International (SI) Units (metric). This includes, but is not limited to, right-of-way, environmental documents, plans and specifications, and utilities.

GRADE CHANGE LIABILITY

40. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.

41. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.

42. Agency, if a City, by execution of agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the project covered by the agreement.

CONTRACTOR CLAIMS

43. Agency shall, to the extent permitted by State law, indemnify, hold harmless and provide legal defense for the State against all claims brought by the contractor, or others resulting from Agency's failure to comply with the terms of this agreement.

MAINTENANCE RESPONSIBILITIES

44. Agency shall, upon completion of construction, thereafter maintain and operate the project at its own cost and expense, and in a manner satisfactory to State and the FHWA.

WORKERS' COMPENSATION COVERAGE

45. Agency, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

LOBBYING RESTRICTIONS

46. Agency certifies by signing the agreement that:

    A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

    B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, US Code.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Paragraphs 33, 34, and 44 are not applicable to any local agency on state highway projects.

SPEAKER SIGN UP CARDS

DATE 6-1-99

NAME ROGER TROEN

ADDRESS 4226 N MONTANA

PDX OR 97217

PHONE 287-7894

SPEAKING ON AGENDA ITEM NUMBER OR TOPIC BENCHMARKS R-1

GIVE TO BOARD CLERK

ANIMAL ADVOCATES

A PLEA FOR ANIMALS TO BE INCLUDED IN THE VISION OF MULTNOMAH COUNTY IN THE YEAR 2000:

The facilitators and summarisers of the meetings of the Citizens Involvement Committee I have attended seem to have a mental block when it comes to saying or writing the word "animals." They have consistently and today once again left my concerns out of their written and oral reports to the greater group of citizens expressing their own visions for the county.

For that reason I am compelled to submit this "minority report" in hopes the voiceless residents of our county may be remembered in some permanent and tangible form.

Most discussions have centered around making the county more livable for the humans residing here. All this talk of "livability" occurs while each day we destroy hundreds of dog, cats, kittens, and puppies in our so-called animal "shelters." These shelters are both public and private yet they continue to be houses of death rather than the havens they are expected to be by the taxpayers who support them with their dollars and contributions.

Understand we are simply talking here about companion animals. There are whole reports that could be submitted about the lamb ships docking here; the Greyhounds who are discarded after their racing careers are over after 3-5 years; the calves roped and yanked about for the amusement of our citizens as they attend the rodeos housed and facilitated by the county at its expo center; the piglets chased and sacked by young terrorists at their misnamed rodeo; and the rabbits, geese, chickens, and ducks sold at flee markets. These animals are destined for horrors we would not tolerate if they were done to humans.

If we cannot end the misery and killing of these innocents how dare we even hope to make Multnomah a better place by the year 2000?

I envision Multnomah County free of these animal cruelties. I see a county that is safe and pleasant for both humans AND animals. This will need both a change of attitudes by those directly involved in the life and death decisions affecting animals and by those of us who direct our visions to those we elect and hire to makle these things a reality.

I cite a recent example of the current attitude and policy held by some animal control employees and then will list suggestions that will go a long way toward realizing a change of this current focus.

P.O. BOX 3453, PORTLAND, OREGON 97208 • (503) 287-7894

ANIMAL ADVOCATES

Recently an animal protection/welfare/rights activist couple needed the services of the county or someone who cares about animal safety. A door was momentarily opened while some flower pots were set out on a porch. A vacuum cleaner noise gave the impetus for their dog Robbie to slip out and he ran down the block. He was found a couple of blocks away by an animal control crew. Apparently there was an injured animal in the truck or involved in some way so there was no time to return the dog directly to the people listed on the county licence. The responsible (unpaid) animal rescuers got to Troutdale even before their dog did. Keep in mind these are people who had spent their own funds over the years rescuing other dogs and cats in similar or worse circumstances. Now, after paying their county taxes AND the licence fees AND the rabies shots AND the neutering costs, they were charged $20 for the service the county rendered. The worst part was they were then fined $100.00 for allowing their dog to be in traffic! They went to court and pleaded not guilty and were given a court date to argue their case. This costs more money for lost work time, and energy, and time that takes them away from their regularly scheduled business of being good citizens and making this a better place for all of us.

The problem here is the county has an agency that is primarily focused on animal CONTROL not animal CARE. They should be working with rather against these kinds of people. They should be concentrating on getting everyone to IDENTIFY their animals with ANY kind of a tag with a number where people can be reached rather than focusing on regulating and controlling and punishing and killing animals. These I.D. tags would allow individual citizens to return animals who have somehow gotten seperated from their people.

Another example of the bureaucratic mind-set is the already apparent resistance to suggestions of striving for no-kill shelters in the county. In previous years the resistance was to citizen input for scaping the archaic and barbaric high-altitude de-compression chambers.

Spay and neuter programs are now the main solution to the so-called over-population problem. Using better adoption "marketing" techniques are virtually ignored. When the no-kill concept is finally accepted it will have happened because once again individual UNPAID county citizens using their own funds, time, energy, and resources will have seen it through just as the lost and found computer link has been developed and maintained by private animal protection groups and individuals.

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ANIMAL ADVOCATES

To begin changes now, in order to bring this life affirming vision into reality here is a ten point program that will be a good start toward bringing this happy day that will be enjoyed by both humans AND animals of Multnomah County by the year 2000:

1. Focus on concerns and care, not control of animals.
2. Move Animal Control from the Department of Environment to the Department of Human Services.
3. Add the phrase "Respond to complaints from animal advocates about animal abuse and neglect." to Justice Services list of duties.
4. Add non-human animals to the mission of the Department of Justice Services.
5. Grant "standing to sue" status to animal protection/welfare/rights/liberation organizations.
6. Begin to use the term "companion animals" instead of "pets."
7. Move the animal shelter closer to the population center.
8. Expand concerns to all animals in the county. Horses, lambs, pigs, calves, birds, oppossums, raccoons, and wildlife, etc.
9. Encourage no-cost identification tagging.
10. Set a goal for realizing no-kill shelters.

Submitted by Roger Troen, coordinator

13 June 1989

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ANIMAL CONTROL IN MULTNOMAH COUNTY: GOVERNMENT-SPONSORED CRUELTY

By Gail R. O'Connell-Babcock and Robert E. Babcock

Small, frightened, and alone, Jack sits shaking at the end of a dark wet cage. He is permitted no visitors. Even the comforts of a blanket and toy are denied. He is scheduled to die, about to become one of the more than 2,000 healthy dogs killed by Multnomah County each year.

Twenty-four hours before his execution, Jack is saved — not by a caring government, not by a humane society, but, instead, by three citizen volunteers who, outraged by the County's refusal to permit their delivery of a few blankets, are able to battle through county resistance and secure the 10-pound dachshund's release. Free from the terrors of death row, Jack proves to be a happy, socialized dog, playful and loving, requiring only minor obedience training.

What almost happened to Jack happens to 2,000 other dogs annually in Multnomah County. This wholesale killing is unnecessary. With proper evaluation, training, and placement, most if not all of the agency's victims can be saved. The County's resort to execution reflects a callousness — an arrogant indifference to life — that amounts to government-sanctioned animal cruelty.

Multnomah County's Animal Control Code is a badly written, poorly conceived law that is neither humane nor ethical and protects neither pets nor people. Some definitions — "aggressive," "permit" and "at large" are among the worst — are either unintelligible or unlawful. Virtually any dog can be deemed "aggressive." An animal asleep in the yard is "at large" if a child leaves the gate open. Perhaps most significantly, the Code authorizes the seizure and execution when the risk to others is merely "potential," not real and immediate, and when other preventive means would just as effectively reduce the chance of harm.

Worse, this badly conceived law is not even responsibly enforced. The over-broad discretionary powers granted the agency are routinely abused. The problems are aggravated by the failure of the County Commissioners to properly police an agency that, for far too long, has been permitted to serve as judge, jury and executioner.

We have leveled some serious charges against Multnomah County Animal Control and the County Commissioners charged with supervising the agency. The charges fall into four broad categories. So, too, do the facts.

- Death is Animal Control's preferred solution.
- The appeal process is rigged in the agency's favor.
- Death row conditions are cruel and abusive.
- Fear and secrecy are the agency's favored weapons.

Animal Control encourages the abandonment and ultimate execution of the dogs it believes to be "potentially dangerous" by:

- Imposing impossible conditions upon owners who seek their pets' return, such as $50,000 of current liability insurance (Animal Control knows this cannot be purchased), $5,000 cash bonds, or construction of facilities suited for wolves.
- Refusing to consider alternatives to death that will achieve a practical degree of public protection. Veterinarians and animal behaviorists/trainers are never asked to provide evaluations or suggest corrective measures; what they volunteer is ignored.
- Routinely embellishing facts and stretching legal definitions to bring cases into the "mandatory death" category:
  — All that occurs is deemed owner "permitted."
  — All bites are deemed "aggressive."
  — All scars are "seriously disfiguring."
  — All temporary limitations are "protracted impairments."
  — Proof of past torment is not an "extenuating factor."
- Arguing that proof of a dog's generally gentle disposition, the improbability of future incidents, and the availability of other, equally effective, corrective measures is "irrelevant."
- Usually refusing to permit the adoption of dogs it has labeled "dangerous," often because of a single, minor incident.
- Using a "carrot and stick" approach which combines exaggerated tales of future liability risks and costs of challenging agency actions with promises of waived penalties if the owner abandons the pet for execution.

Any owner who challenges an agency action receives a "quasi-judicial" hearing that is supposed to provide a fair opportunity to confront the agency and have the owner's story heard by an impartial official. In reality, the owner faces a classic "kangaroo court."

- Hearings officers are selected by Animal Control from a list of volunteers provided by a group of lawyers paid $5,000 per year for their services. The agency's lawyers "judge" the agency's cases.
- The agency's entire case file — including anonymous reports and speculative comments — is given to the officer before the "hearing" even begins.
- Although the owner is required to appear in person, the witnesses against him/her and the dog need not; the agency's report of what that person said earlier is accepted as "evidence."
- Witnesses who do appear are seldom sworn or even asked to tell the truth.
- Owners are not allowed to cross-examine agency officers past the point of the officer's willingness to answer.
- The entire hearing is usually allotted 15-30 minutes and even factually complex cases seldom are granted more than an hour.

- What the owner did or did not do is of no concern to the agency; all that concerns the process is what the dog did. Innocent owners — people who have done all that responsibility requires — may be fined and see their companion animals seized and sometimes destroyed.
- To the agency, complainants are "clients" whose versions of facts and personal agendas are prosecuted with a zeal that often worsens neighborhood disputes.

It is difficult to imagine a more unfair process. It is the result that must be expected whenever the powers to police, prosecute, and judge are joined in a single agency or person.

Dogs labeled "potentially dangerous" because of alleged "level 4" (any bite while "at large") or "level 5" (a more serious incident or a second minor offense) behavior are caged in "D" kennel, an eight-cage annex to the shelter's main buildings subject to extreme "security" restrictions. Visitors are discouraged. Even kennel attendants must be accompanied by "control officers" whenever they enter. "Out of sight, out of mind" is the predictable result.

- One dog lost one quarter of his body weight without any awareness by agency monitors, despite repeated complaints by the owner and another frequent visitor.
- Another dog lay without blankets, antibiotics, or medical attention for 48 hours after surgery before his new owner discovered widespread infection and torn stitches.
- Another went without food or water for three days in her death row cage after her scheduled execution was forgotten.
- Another languished on death row for 14 months before the agency would even consider adoption.
- Social isolation occurs even during feeding. A shunt system installed for "security" purposes prevents any human contact.
- Kennel "D" dogs are not bathed by attendants; all baths must be given by visiting owners if permission is granted.
- Death row dogs are provided with absolutely no exercise, even when caged for months. An agency that was able to pay for a $10,000 electronic security system "can't afford" a $3,500 dog run.
- Family pets accustomed to frequent human contact are completely isolated, never petted and never spoken to for as long as a year.

The actions of Animal Control demonstrate the degree to which the agency relies upon fear and intimidation to force compliance and silence criticism.

- The agency discourages appeals by threatening increased fines and liability for costs of continued imprisonment ($8 per day).
- Animal Control tells owners interested in appeal about the high costs of lawyers but refuses to advise owners that free legal assistance is available.
- Agency personnel enter private property to seize dogs under circumstances that require court warrants.
- Pets are lured off private property and seized once they become "at large."
- Some who publicly criticize the agency are threatened with lawsuits, branded "dangerous animal activists," and vilified by County Commissioners.

For 18 months, we and a few others have tried to persuade Multnomah County's Commissioners that the law and its enforcement hurt efforts to encourage responsible ownership, "criminalize" reasonable conduct, inflame neighborhood disputes and cause the unnecessary deaths of many animals. Other than threats of lawsuits by the former Animal Control Director and vilification from County Commissioner Collier, we have gotten little response and met hostile "circle the wagons" mentality. We have learned that appeals to reason fail when presented to a political body committed to the status quo. In fact, the County has responded to our efforts with attempts to impose a law which is even harsher on citizens and more lenient on those who view pets as products. The agency's motto, "Protecting Pets and People," is a cruel joke on both animals and citizens who live in Multnomah County.

Animal Control continues to kill animals that could be placed with or returned to caring and responsible owners. The County Commission remains wholly committed to past practices and the belief that education is best delivered with a stick. Unavoidable accidents continue to be criminalized. The membership of the "Citizens Advisory Committee" appointed to monitor the agency continues to be drawn from government, the pet industry, and groups vehemently opposed to all "animal activism." Conditions at the agency "shelter" remain unsatisfactory. Critics continue to be labeled "dangerous."

For change to occur, the County must learn that people care. PAR members can send that message in a variety of ways. Protest the agency's continuing endorsement of abusive animal training methods. Witness the "hearings" process. Form a "Blanket Brigade" and challenge the agency's policies by delivering comfort to the animals caged at the shelter. Participate in the hearings which the cities of Troutdale, Gresham, and Portland should hold before deciding whether to allow enforcement of the County's new law within their boundaries. Form a Confrontation Committee to keep the issues before elected officials by sending one volunteer to the "open agenda" portion of each County Commission meeting to speak about a single focused issue of concern.

Make the agency and its abuses visible. Force Multnomah County to adopt humane animal laws. Require Multnomah County Animal Control to be accountable to the citizens it is supposed to serve and the animals it is required to protect.

Liberation Collective

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October 1998, Volume II, Number 3 *A monthly newsletter published by and for those who work for positive social change*

What's Wrong With Multnomah County Animal Control?

by Gail R. O'Connell-Babcok of WATCHDOG, a network of citizens "protecting pets and people from Oregon's Animal Control Agencies"

The following are examples (not isolated events) in the last several weeks of agency ineptitude and misconduct. Correction **never** occurs.

1) Two greyhounds were put to death despite correspondence telephone calls from Greyhound Rescue that these were their dogs and they planned to place them. The agency excuse: these messages were never received--a frequent alibi.
2) Sharon Middleton ordered a dog destroyed that had been adopted--a not uncommon "mistake."
3) Sharon Middleton ordered a dog destroyed that had been left to be adopted with the **written** provision the owner would take it back--following a **minor** biting incident.
4) Linda Mantifel, the agency's legal aide officer, as well as Nicole Cherry used intimidation (fine leveraging) to coerce owners to put their dogs to death in exchange for dropped fines/charges. The owners called me about this "policy" despite statements by the agency that policy forbids against this activity. It continues with greater success against the poor and the vulnerable. I have now documented nearly 30 cases.
5) Agency policies are routinely ignored. Agents make up and do whatever they wish. There never appear to be consequences for misconduct.
6) A special needs foster dog with a history of abuse and neglect was given to a foster team (veternarian, trainer, two volunteers) with the provision that the team was responsible for rehabilitation **and** their recommendations for placement would be followed. They were ignored. The dog was placed with someone who lied to the team, lied to the agency, and was removed from rehabilitation by the agency-endorsed owner. The agency supported the owner's "rights."
7) Any dog brought to the agency is destroyed at the owner's request. There is **no** effort to counsel, to address behavioral issues, to adopt. The agency's policies reinforce and contribute to the concept of animals as disposable.
8) There is **no** effort to address adoption as a source of revenue. Instead revenue is sought through ever increasing penalties/fines and **new** crimes. These fines and penalties often result in increased **animal** abandonment and death. While public and private agencies across the country have become successful in improving relationships with the public and setting a new course, Multnomah County Animal Control (MCAC) has failed.
9) The personnel in power are either indifferent to public need or involved in their image as "tough" cops.
10) Those currently in charge have no vision, no skill for the **future**. Personnel that are at least recognized by the public as having talent have **no** authority at the agency. Only the bullies or the indifferent do. They have under-utilized staff that have vision.
11) MCAC Advisory Committee meetings are now bimonthly--a wish granted perhaps for less scrutiny.

It is evident that the leadership at MCAC is complacent or simply not there. Furthermore, I am sure any efforts to change direction or enforce internal discipline CONTINUED ON PAGE 4...

WHAT'S WRONG WITH ANIMAL CONTROL? CONTINUED FROM PAGE 3...
are met with apathy or overt hostility. If this continues, when MCAC must meet these challenges without county support it will fail. Thousands of animals continue to die, owners continue to abandon these for lack of adoption pre-counseling or efforts on the part of the agency to deal with the real problems of animal overpopulation. It is not just spay/neuter. Neither the public nor the agency tries to stop and turn around an ethic of disposability. The agency itself fails to learn from its own experience or those of other agencies that across this country have found a new path and a new vision.

Is this really an acceptable standard for this county? Business as usual?

Postscript: The policy of destroying all dogs who bite for any reason whatsoever is draconian and primitive. According to the HSUS, 80% of dogs bite in their lifetime. There are better solutions. Other cities with enlightened government have found them.

The following has been typed from a left-hand-written faxed letter from Gail R. O'Connell-Babcock, PhD. of WATCHDOG, a network of citizens "Protecting Pets and People from Oregon's Animal Control Agencies"

14520 S.W. Chesterfield Lane - Tigard, OR 97224 - (503) 590-0292
Fax 635-4354

November 3, 1998

To: Hank Miggins, Director MCAC
FAX: 248-3002

Message: Regarding MCAC's advocacy and promotion of Garret Martin's Citizens Against Insensitive Dog Owners and the agency's repeated failure despite requests for 3 years to advise owners directly of qualified volunteer assistance from attorneys and trainers.

Citizens Against Insensitive Dog Owners is an example of what does **not** work when trying to resolve owner/animal problems and conflicts. It's title alone alienates and polarizes setting up an us versus them mentality that is by long experience counter productive and harmful.

The solutions offered by this group are polemic diatribes against insensitive owners and a process that offers no solutions only anger and upset. Our own experience has repeatedly demonstrated owners are ignorant for the most part - do not know **how** to deal with animal conduct problems. How is this resolved by judging and labeling these persons negatively? The proposed solution of more coverage by the media is ludicrous. This will only set the parties further apart. When others have been labeled, pilloried and treated negatively, **how** receptive do you believe they will be from information from this group?

The proposal that an animal control staff person be assigned to mitigate between dog owner and complainant would work only if the officer were knowledgeable about animal problems, trained in interventions and possessed of mediation skills. Few, if any are. For many their role is perceived as punitive, "bring the lesson home," threaten the owner with the death of their dog should one more incident occur as the field supervisor did in a recent case, exceed their authority by compelling euthanasia. The only advice I've learned an animal control staff person (one high in the organization) gave to **her** neighbor was that the dog's vocal cords be surgically removed. **She** had no other suggestions.

These sorts of tactics and the proposal work directly against problem solving mediation, education, and prevention or recurrence. They are on the wrong track and one reason the agency is not perceived by much of the public as thoughtful, helpful, or effective. Our offers of help to the public are always delayed by your office. Our advice is always ignored and brushed aside. What we have proposed is a modest example of what has been extremely successful in other programs across the country.

It's time to move forward. Please respond to our request that members of the public receive timely notices of our services.

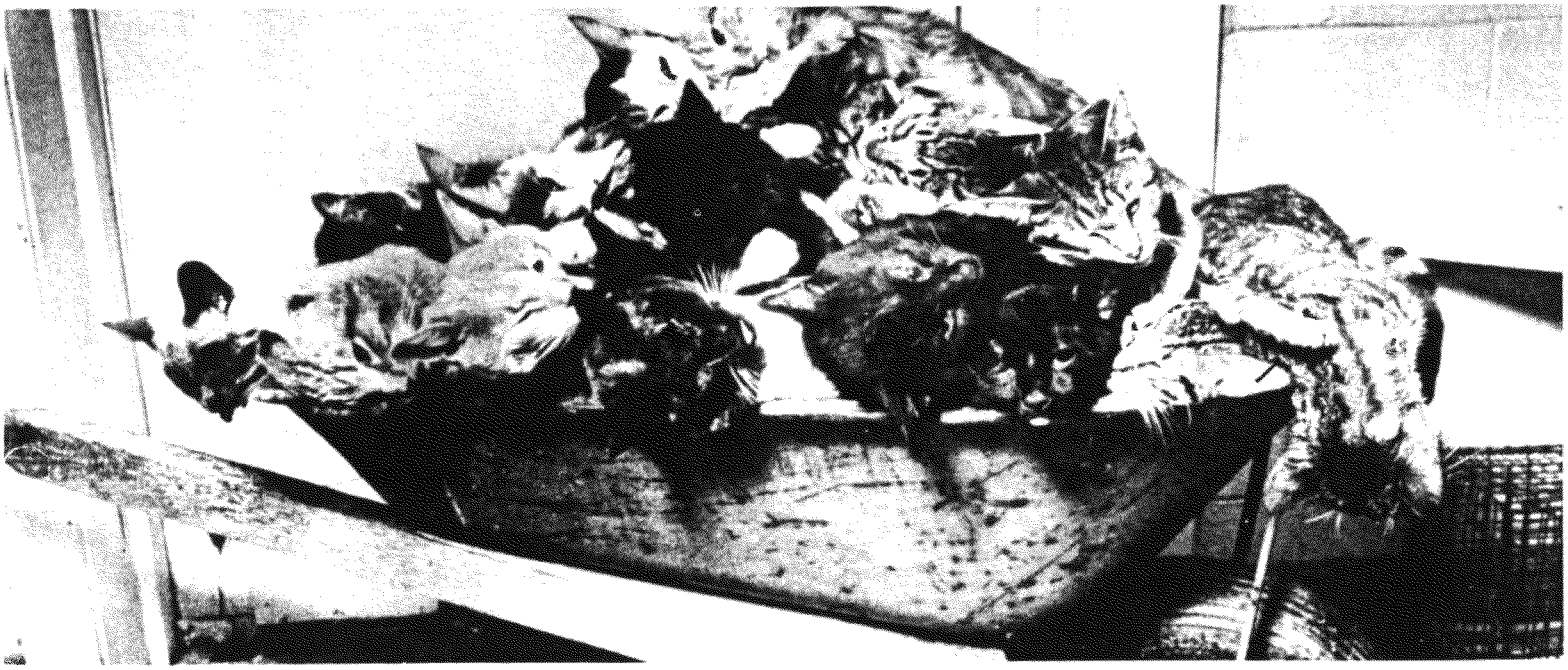
cc: Mike Oswald, Department of Environmental Services
Emilio De Bess, DVM, State Veterinary Office
Members of MCAC Advisory Committee
Media

COUNT THEM

Multiply these animals by at least three.

That is how many cats, dogs, pups, and kittens are killed every day at our animal shelters in Multnomah County.

Responsible Pet Ownership Council
P.O. Box 1419
Portland, Oregon 97207



MULTNOMAH COUNTY ANIMAL CONTROL
CONTINUES TO MOVE IN THE WRONG DIRECTION

In the near future Multnomah County Animal Control will be forced to become substantially self-supporting. To achieve that goal, it will need private funding and substantial volunteer assistance. It will obtain that help only when it is seen as a service, no longer a heavy-handed and intrusive "enforcer." MCAC's policies and practices must change if it is to survive.

There are some simple -- nearly self-evident -- truths about dogs, dog "control," and people that should drive agency policies and practices:

- Most incidents occur because dogs manage to become "at large," sometimes by simple accident and sometimes as a result of owner carelessness, not because the dogs themselves are overly aggressive.
- "Over-population" is caused by many factors that *can* be changed through education and aggressive adoption efforts. These include abandonment by owners who view their dogs as "disposable," careless breeding practices, unrealistic owner expectations, and ignorance of or unwillingness to obtain appropriate training assistance.
- Abandonment and owner-carelessness are much more common among people who obtain their dogs from shelters lacking adequate pre-adoption screening or "free from friends" and among those who have never owned a dog before.
- People who believe that they have been treated unfairly or with an unnecessarily "heavy hand" resist even good advice and are far more likely to be delinquent in payment of fees/fines.
- Owners facing fines at unaffordable levels can't afford to build the necessary fences or kennels, have no incentive to change behavior, and often abandon their animals.
- Neither potential volunteers nor donors are as willing to assist a "police" agency as they are an agency perceived to be a true public service.
- The number of dog owner "outlaws" is vastly smaller than the number who lack sufficient knowledge regarding responsible ownership.

Unfortunately, recent history (all of the following examples were drawn from personal experiences/encounters with the agency in the past 30 days) proves that these basic truths are often ignored or rejected by agency personnel. All are fully consistent with situations encountered throughout the past three years.

- A family is fined $50 and its dog labeled "potentially dangerous" because it barked at a passing dog from behind its own fence.
- A Dalmatian is abandoned at the agency because its owner received a ticket and fine when it chased a cat and feared "trouble with the law."
- A total of over $1600 in fines is assessed against an owner of two Rottweillers that may have killed a stray neighborhood cat; impoundment charges at the current rate of $15 per day per dog, which will be borne by the agency if the owner wins his appeal, now exceed $1000 and prosecution expenses will ultimately far exceed that figure.
- The agency continues to claim that it is too "burdensome" to promptly advise owners that free training and legal assistance are available to them.
- An average of at least $500 per case is invested in the prosecution of citations that could be resolved through inexpensive mediated solutions.

- Adoption practices remain slipshod and inconsistent, with placements approved (even when "fosterers" object) without thorough evaluation by competent staff.
- The agency risks substantial financial liabilities by continuing the questionable and probably illegal practice of issuing "failure to comply" tickets with additional substantial -- over $1200 in one case involving an original $100 fine -- penalties to owners who have not paid an earlier fines in a timely manner.
- A "circle the wagons" mentality persists. The agency remains unwilling to take corrective actions even when it is acknowledged that staff violated internal policies or there is strong evidence that mistakes were made. The effect: reinforcement of improper conduct and an increase in the frequency of its occurrence.
- Unrealistic fears about possible liability limit the range of discretionary authority extended to the Director as well as the flexibility needed to save animals' lives and tailor solutions to the particular problems that surface.
- With rare exceptions, requests for assistance and/or explanations are unanswered or rebuffed, sometimes with transparently false ("We have the right to investigate the *houses* of all owners of 'potentially dangerous' dogs.") or foolish ("Even if you never walk your dog and have a secure fence, you still must buy a muzzle because there might be an earthquake.") commentary.
- Approximately 60% of the agency's budget now goes to enforcement; miniscule amounts are dedicated to adoption and education.

Priorities need to change. Education and adequate adoption programs will do more to reduce abandonment, over-population, and the frequency of injury than current enforcement practices can *ever* achieve. Aggressive adoption efforts *can* become a substantial funding source. Mediation of disputes would reduce enforcement expenses. Substitution of a true "public service" philosophy for the agency's current adversarial stance will attract funds and volunteers, lessen public alienation, and further reduce agency expenses.

Models for change exist throughout the nation. From San Francisco to Las Vegas, from Phoenix and Dallas to New York, other cities have begun to recognize that humane programs -- programs focused upon adoption and education -- send the right message to communities and provide more cost-effective routes to owner responsibility. Multnomah County and MCAC have every reason to explore these options and no excuse for its continuing refusal to do so.

If the County remains satisfied with and committed to the *status quo*, it is time for city governments to lead the way. The first step should be a study of MCAC practices and policies and an assessment of their effectiveness in meeting *appropriate* goals. The second should ~~be~~ a study of the experiences in other cities that have chosen a different course. Both should be completed before the County's newly revised law receives any city's stamp of approval.

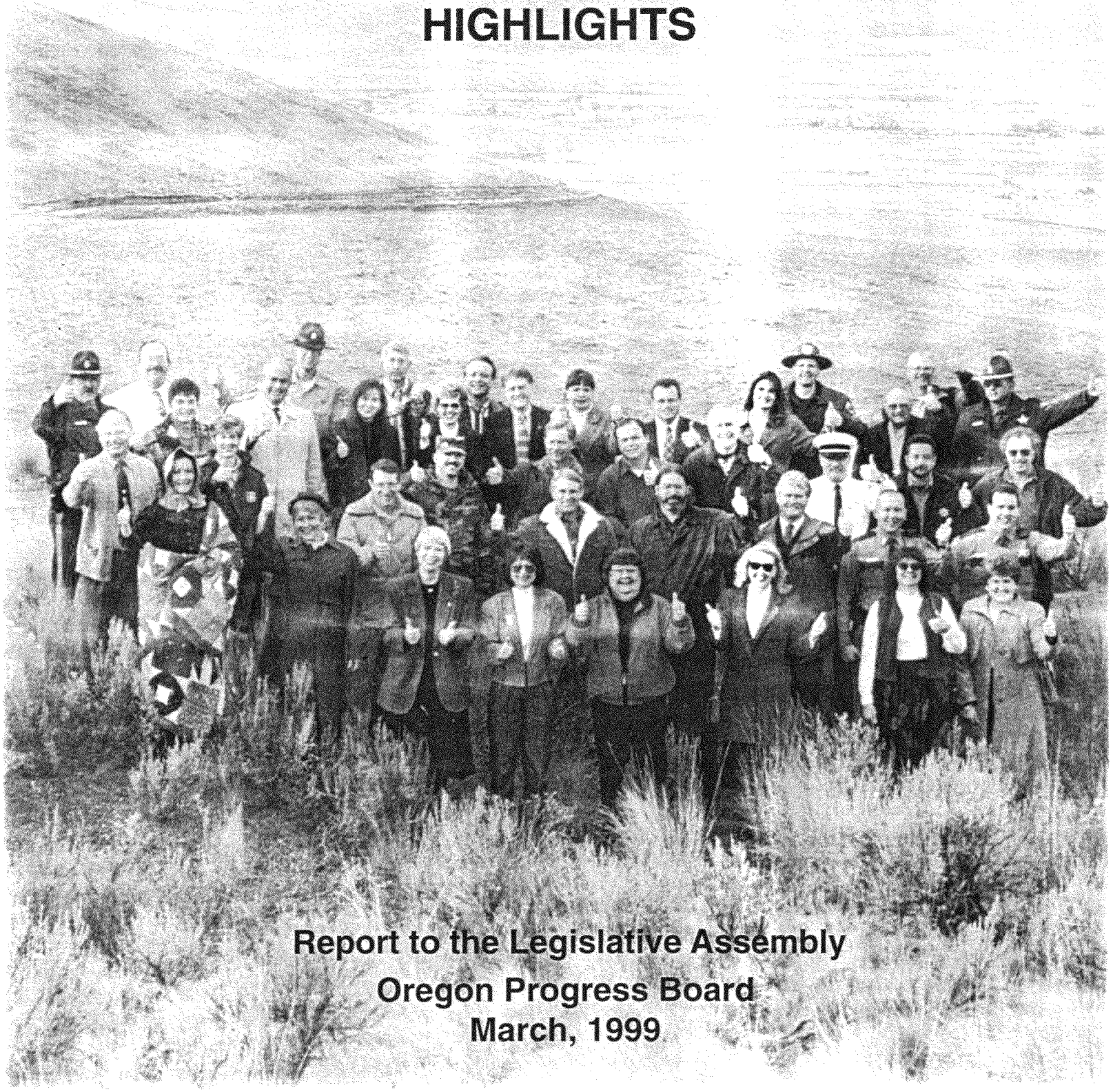
Robert E. Babcock
Gail R. O'Connell-Babcock, Ph.D.

For additional information
and help change the law call WATCHDOG 590 0292

ACHIEVING THE OREGON SHINES VISION:

The 1999 Benchmark Performance Report

HIGHLIGHTS



Report to the Legislative Assembly

Oregon Progress Board

March, 1999

Oregon Progress Board

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Any individual needing assistance with regard to alternate formatting of material should contact the Oregon Progress Board.

Cover: With the Elkhorn Mountains in the background, members of the Baker Progress Board and friends pose in front of the Oregon Trail Interpretive Center outside Baker City, Oregon. Local strategic planning groups, fashioned after the Oregon Progress Board, are active in seven counties.

March 8, 1999

Dear Legislator:

We are pleased to present the Oregon Progress Board's report to the 1999 Legislative Assembly—*Achieving the Oregon Shines Vision: The 1999 Benchmarks Performance Report.*

The Progress Board, which was created by the legislature in 1989, has the daunting task of keeping Oregonians focused on the future by developing and implementing a state strategic plan. Called *Oregon Shines*, the plan has three major goals: quality jobs for all Oregonians; safe, caring and engaged communities; and healthy, sustainable communities.

Many states have strategic plans. What makes Oregon unique are our Benchmarks. By tracking and reporting on a set of measurable indicators of economic, social and environmental health, the legislature and citizens of Oregon see just how Oregon is doing in achieving the goals set out in the plan.

This report does more than simply provide a desirable vision for Oregon. It analyzes the trends and provides other valuable information on how to achieve the goals we've set for ourselves. *Achieving the Oregon Shines Vision* is loaded with facts and figures that will increase your understanding of the issues facing Oregon today.

Not all of the news is good. Oregon has set its sights high by establishing goals that require concerted action on the part of all citizens, not just state government. If we are to enter the 21st Century prepared for the changes that lie ahead, we must continue to challenge ourselves to do better.

We hope that you'll enjoy reading this report and will use it in your deliberations as you chart Oregon's course into the future.

Sincerely.

John A. Kitzhaber, M.D.
Chair
Governor

Brett Wilcox
Vice Chair
President, Northwest Aluminum

Progress Report - *Highlights*

Benchmark Performance Summary
Economy

KEY BENCHMARKS	GRADE
1. Employment Dispersion	F
2. Professional Services	B+
3. New Companies	A
8. Industry Research and Development	C-
14. Per Capita Income	C+
Other Economy Benchmarks	C
OVERALL GRADE - ECONOMY	C+

Progress Report - *Highlights*

Benchmark Performance Summary
Education

KEY BENCHMARKS	GRADE
21. Ready-to-Learn	N.A.
22. High School Dropouts	F
23. Eighth Grade Reading and Math Achievement	B-
26. College Graduates	B-
30. Adult Literacy	N.A.
Other Education Benchmarks	C+
OVERALL GRADE - EDUCATION	C

Benchmark Performance Summary
Civic Engagement

KEY BENCHMARK	GRADE
33. Volunteerism	D-
Other Civic Engagement Benchmarks	C-
OVERALL GRADE - CIVIC ENGAGEMENT	D

Benchmark Performance Summary
Social Support

KEY BENCHMARKS	GRADE
43. Teen Pregnancy	C+
53. Eighth Grade Alcohol, Cigarette and Illicit Drug Use	D+
54. Child Abuse or Neglect	F
57. Poverty	C
58. Health Insurance Coverage	B+
Other Social Support Benchmarks	C+
OVERALL GRADE - SOCIAL SUPPORT	C

Benchmark Performance Summary
Public Safety

KEY BENCHMARKS	GRADE
64. Overall Crime	F
65. Juvenile Arrests	F
Other Public Safety Benchmarks	A-
OVERALL GRADE - PUBLIC SAFETY	D+

Benchmark Performance Summary
Community Development

KEY BENCHMARKS	GRADE
70. Urban Highway Congestion	F
78. Affordable Housing	D
Other Community Development Benchmarks	C+
OVERALL GRADE - COMMUNITY DEVELOPMENT	D+

Progress Report - *Highlights*

Benchmark Performance Summary
Environment

KEY BENCHMARKS	GRADE
79. Percent of Oregonians Living Where Air Meets Gov. Stds.	A
81., 85., 86. Ag. and Forest Land and Wetland Preservation	A
89. Wild Salmon and Steelhead Restoration	F
Other Environment Benchmarks	C+
OVERALL GRADE – ENVIRONMENT	C+

(Note: A new set of environment benchmarks and targets is under development.)

DEVELOPMENTAL	1980	1990	1991	1992	1993	1994	1995	1996	1997	1998	2000	2010	GRADE
901. Percentage of worker applications that meet employment critical for the job													
902. Percentage of industrial property that meets development requirements ("ready to build")													
903. Oregon's rank in total cost of doing business													
904. Percentage of Oregonians who have completed an apprenticeship program (Journeyman card)													
905. Percentage of development in Oregon occurring within urban growth boundaries													
906. Percentage of students who attain a Certificate of Initial Mastery													
907. Percentage of students who attain a Certificate of Advanced Mastery													
908. Percentage of Oregon buildings that meet seismic engineering standards													
909. Percentage of Oregonians with geographic access to health care													
910. Percentage of school age children (preschool-13) without tooth decay													
911. Reported incidences of spousal abuse rate per 1,000													
912. Percentage of Oregon communities with potential water supplies appraised as adequate													
913. Minority Parity Index													
914. Gender Parity Index													

MEETING DATE: July 1, 1999
AGENDA #: R-2
ESTIMATED START TIME: 9:30 AM

(Above Space for Board Clerk's use only)

AGENDA PLACEMENT FORM

SUBJECT: RESOLUTION in Support of Issuance of Industrial Development Revenue Bonds by the State of Oregon to Dove Lewis Emergency Animal Hospital

BOARD BRIEFING: DATE REQUESTED:
REQUESTED BY:
AMOUNT OF TIME NEEDED:

REGULAR MEETING: DATE REQUESTED: Thursday, July 1, 1999

AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Non-Departmental DIVISION: Chair's Office

CONTACT: Marcy Jacobs TELEPHONE #: 229-5625
BLDG/ROOM #: OEDD

PERSON(S) MAKING PRESENTATION: Marcy Jacobs and David Weiss, OEDD

ACTION REQUESTED:

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [X] APPROVAL [ ] OTHER

SUGGESTED AGENDA TITLE:

RESOLUTION in Support of Issuance of Industrial Development Revenue Bonds by the State of Oregon to Dove Lewis Emergency Animal Hospital

7/6/99 copies to Marcy Jacobs & John Rakowitz

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

(OR)
DEPARTMENT
MANAGER:

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Board Clerk @ 248-3277

99 JUN 29 PM 4:0
COUNTY COMMISSIONERS
OREGON

Oregon
ECONOMIC
DEVELOPMENT
DEPARTMENT

MEMORANDUM

Date: June 14, 1999

To: John Rakowitz
Chair Beverly Stein's Office
Multnomah County

From: Marcy Jacobs
Regional Development Officer

Re: **Oregon Industrial Development Revenue Bond Application**
Dove Lewis Emergency Animal Hospital,
1948 NW Pettygrove
Portland, Oregon

I am requesting your help in facilitating the above referenced Industrial Development Revenue Bond (IDRB) application for the Dove Lewis Emergency Animal Hospital to provide for the acquisition, renovation, and outfitting of a major expansion for this Portland institution. Dove Lewis was co-founded in 1973 with the Portland Veterinary Medical Association, and provides critical care for small animals in the Portland-Vancouver area. The hospital has been at its current location in NW Portland since 1981. Dove Lewis is a 501(C)(3) organization focused on referrals from most of the 157 veterinarian practices in the Portland-Vancouver area for the critical case of small animals. The facility also provides education for local veterinarians. It is the only such non-profit facility of its kind in the western United States. A full description of the operation is attached.

The project is divided into two phases, with the IDRB covering the costs for Phase I. The first phase includes the opening of a new eastside facility in leased space at Plaza 205, 10564 SE Washington Street, 4 blocks east of Mall 205. Additionally, Phase I includes the purchase of a 2500 square ft. modular building to be placed on a parcel adjacent to the current location in NW Portland. The modular facility will house administration and administrative staff on a temporary basis, and allow the hospital staff to renovate facilities and expand services at the main hospital

location. Finally, Phase I includes the acquisition of the site for the new hospital and ancillary facilities; this site is across the street from the existing hospital . The budget is as follows:

Phase I (April 99 - July 99)

• Expand current central facility	$ 250,000
• Open Eastside facility	426,000
• Pay off current loan	130,000
• Purchase lot for future central facility	1,309,000
Total Phase I Cost (IDRB)	**$2,115,000**

Phase 2 (2-3 years)

• Construct new 12,000 sf facility	$2,650,000

Actual construction of Phase II of the project will not go forward until the resolution of proposed modifications to the Industrial Sanctuary Zone in which the property is located. The timing of these proposed changes is consistent with the development schedule envisioned by the Board of Directors of Dove Lewis; the addition of the modular facility and the expansion of the central hospital facility in NW Portland will create additional capacity sufficient for several years.

The Phase I project will create a number of new jobs in 1999. By the end of 1999, a total of 18 new jobs are anticipated:

- Staff Veterinarians (5) - $300,000.
- Veterinary Animal Technicians (10) - $250,000.
- Receptionists (3) - $63,000.

With the completion of Phase II (not a part of this initial bond application), by the end of 2002, it is anticipated that 15 additional staff will be hired, including 4 veterinarians, 8 technicians, and 3 receptionists. In total, additional gross payroll will be $744,400, not including merit and cost of living increases or benefits.

To receive bond approval by the Finance Committee of the Oregon Economic Development Commission, Dove Lewis will need the following:

1. A letter of support from the City of Portland stating that the project is consistent

with the City of Portland comprehensive plan, as acknowledged by the Land Conservation and Development Commission, pursuant to ORS Chapter 197, and to local zoning.

2. A resolution from Multnomah County supporting the project.

We have received the letters of support and confirmation of compliance to zoning from the City, and these letters are attached. I have also transmitted to you a sample bond resolution.

Your assistance is important in securing the future of this vital non-profit member of our community. We request review at the next Multnomah County Commission hearing. Please call if you have questions. Thanks in advance for your help.

cc: David Weiss, OEDD
Jesse Smith, Seattle-Northwest Securities Corporation

PDC
PORTLAND DEVELOPMENT COMMISSION

June 10, 1999

Oregon Economic Development Commission
c/o David M. Weiss
Oregon Economic Development Department
775 Summer St., NE
Salem, OR 97310

Dear Commissioners:

Dove Lewis Emergency Animal Hospital is requesting assistance from the Oregon Economic Development Department in the form of an industrial revenue bond. Proceeds would allow the company's retention and expansion within the City of Portland.

The Portland Development Commission is supportive of this project. It provides for the retention and expansion of a Portland based company that delivers necessary services within the City as well as the larger metropolitan area. The company currently employs more than 50 persons and anticipates that the expansion anticipated through this bond request will allow them to add 18 additional staff.

One of the requirements of this program is that the proposed use be consistent with the City of Portland's adopted Comprehensive Plan and Zoning Code, Attached is a letter from the Portland Bureau of Planning that provides this confirmation.

I encourage the Commission to support and approve industrial revenue authority for this project.

Sincerely,

Felicia Trader

Felicia L. Trader
Executive Director

Cc: Stuart Farmer, Multnomah County
Jesse M. Smith, Seattle-Northwest Securities Corp.
Marcy Jacobs, Oregon Economic Development Department

1900 S.W. Fourth Avenue
Suite 100
Portland, OR 97201-5304

503/823-3200

FAX 503/823-3368
TTY 503/823-3366

internet
www.portlanddev.org

CITY OF
PORTLAND, OREGON
BUREAU OF PLANNING

Charlie Hales, Commissioner
David C. Knowles, Director
1120 S.W. 5th, Room 1002
Portland, Oregon 97204-1966
Telephone: (503) 823-7700
FAX (503) 823-7800

June 8, 1999

Stan Groth
Dove Lewis Emergency Animal Hospital
1984 NW Pettygrove Street
Portland, OR 97209

RE: 10560 SE Washington Street
Tax Lot 700 of Section 03 1S 2E, State ID # 1S2E03BB 700
R 99203-2790, Map 3141 (80,580 square feet)

Dear Mr. Groth.

The site above is currently zoned CXd – Central Commercial Zone (Chapter 33.130 of the Portland Zoning Code), with a "d" Design Overlay Zone(Chapter 33.420). It is located within the Gateway Plan District (Chapter 33.526).

- The Central Commercial zone allows a full range of retail and service businesses with a local or regional market, including veterinarians and urgency medical care clinics.
- The "d" overlay zone requires new development or exterior alterations of existing development to meet design standards or go through design review.
- The Gateway Plan District provides for an intensive level of mixed-use development including retail, office and housing to support light rail stations and the Regional Center at Gateway. Please see attached zoning code chapters for allowed uses and development standards.

An animal urgent care medical facility is classified as a Retail Sales and Service use and is allowed in the CX zone.

There is no Land Use Review case history for this site.

Future development and alterations on the site must conform to the applicable zoning regulations and may require building permits and/or land use reviews.

Please be advised that this zoning information is current, but that regulations do change over time. These changes may affect the use and/or development of the property. This information is based on our review of current zoning code regulations and land use case history for the property. No site visit or building permit research was completed. If you have further questions, please call me at (503) 823-7547.

Sincerely,

Kristin Cooper
City Planner

enclosures

CITY OF
PORTLAND, OREGON
BUREAU OF PLANNING

Charlie Hales, Commissioner
David C. Knowles, Director
1120 S.W. 5th, Room 1002
Portland, Oregon 97204-1966
Telephone: (503) 823-7700
FAX (503) 823-7800

June 8, 1999

Stan Groth
Dove Lewis Emergency Animal Hospital
1984 NW Pettygrove Street
Portland, OR 97209

RE: 1968 and 1984 NW Pettygrove Street
Lots 14-16, Block 265 of Couchs Addition, State ID #s 1N1E33AB 10400 and 1N1E33AB 10500
R 18022-4310 and 18022-4330, Map 2928 (15,000 square feet)

Dear Mr. Groth:

The site above is currently zoned EXd – Central Employment Zone (Chapter 33.140 of the Portland Zoning Code).

- The Central Employment zone allows mixed uses and is intended for areas in the center of the City that have predominantly industrial type development. The intent of the zone is to allow industrial, business and service uses which need a central location. The EX zone allows a full range of retail and service businesses with a local or regional market, including veterinarians and urgency medical care clinics.
- The "d" overlay zone requires new development or exterior alterations of existing development to meet design standards or go through design review.

An animal urgent care medical facility is classified as a Retail Sales and Service use and is allowed in the EX zone.

There is Land Use Review case history for this site. The following cases were found:

- LUR98-00770 DZ – a 1998 design review case for a new, pre-fabricated building adjacent to an existing building was approved.

Future development and alterations on the site must conform to the applicable zoning regulations and may require building permits and/or land use reviews.

Please be advised that this zoning information is current, but that regulations do change over time. These changes may affect the use and/or development of the property This information is based on our review of current zoning code regulations and land use case history for the property. No site visit or building permit research was completed. If you have further questions, please call me at (503) 823-7547.

Sincerely,

Kristin Cooper
City Planner

enclosures

FOR LEASE

205 PLAZA

10560 S.E. Washington Street
Portland, Oregon 97216

Retail Rental Rates:

$13.30 per useable square foot per year for +36 month lease term
$13.80 per useable square foot per year for 24-35 month lease term

Comments:

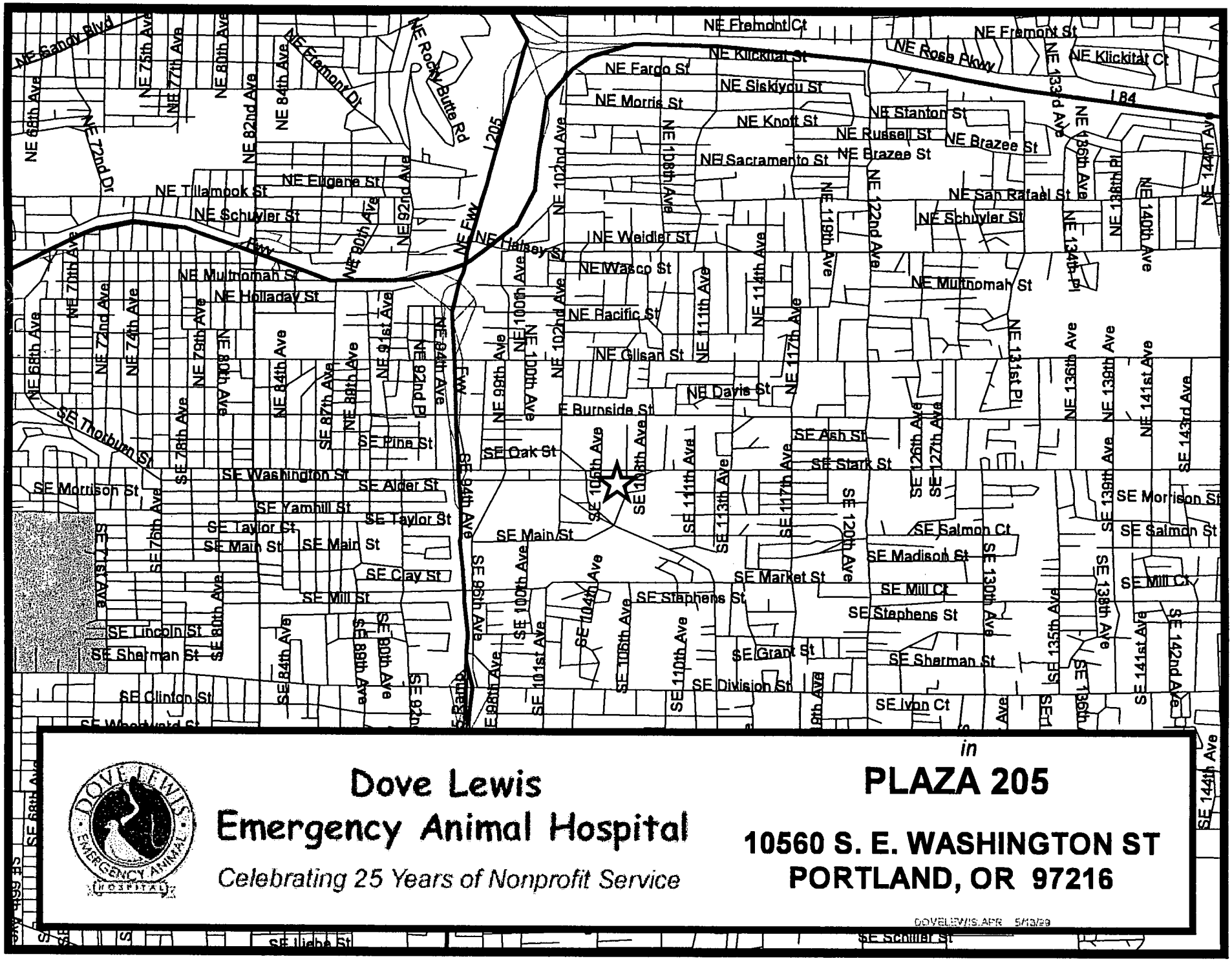
- Great Retail/Office location
- On-site parking
- High ceilings
- Located in a shopping center atmosphere
- Close-in freeway access (I-205/I-84)
- Rear loading/patio area
- Next door to new Police Precinct Plaza

For Further Information, PLEASE CALL
(503)284-2147
Web Address: WWW.CITYSEARCH.COM/PDX/APM

02/03/98

The information contained herein is subject to changes in rental or other conditions.

American Property Management
2154 NE Broadway • Portland, Oregon 97232
Phone (503) 284-2147 • Fax (503) 287-1587



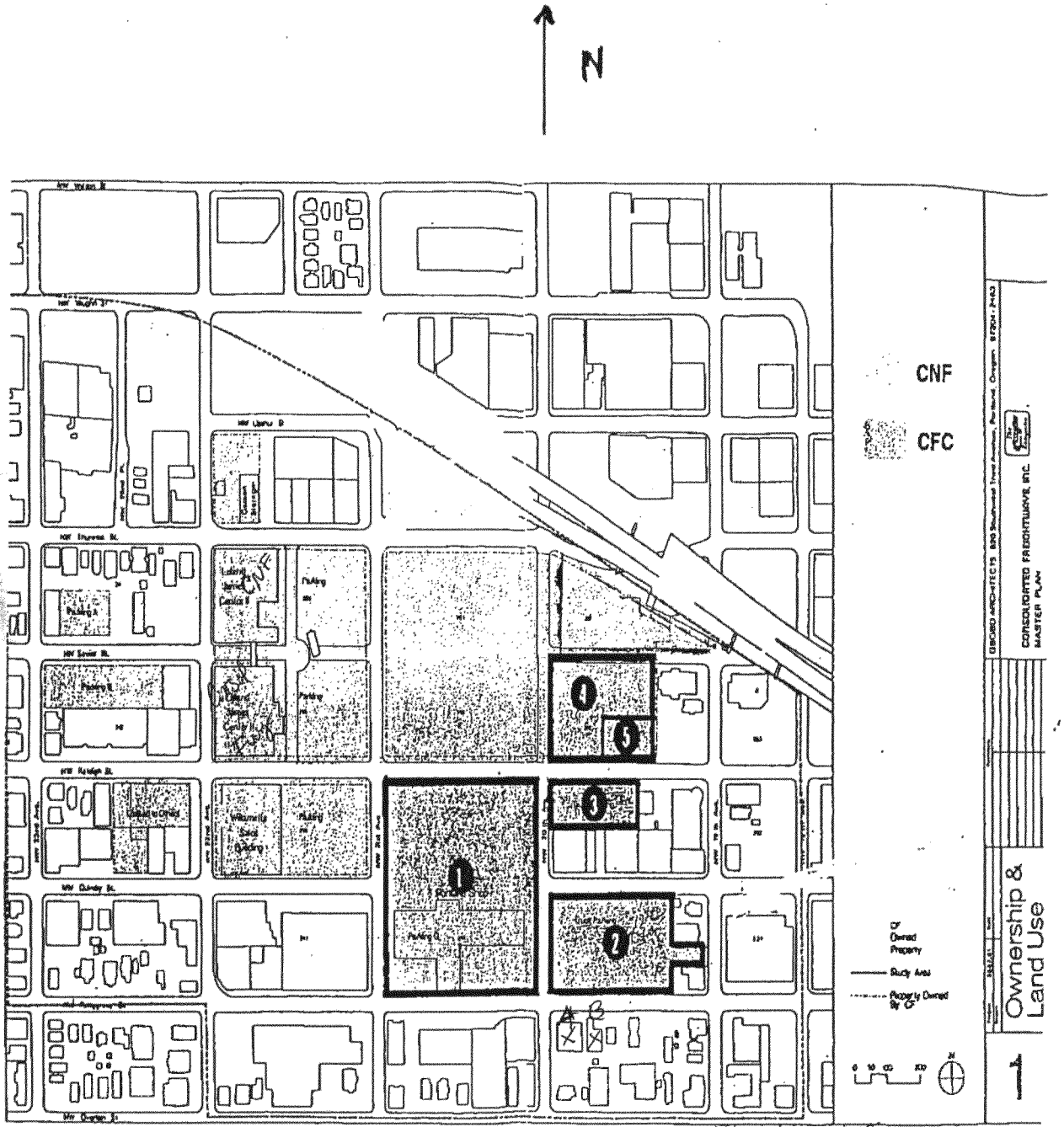
Dove Lewis
Emergency Animal Hospital
Celebrating 25 Years of Nonprofit Service

in

PLAZA 205

10560 S. E. WASHINGTON ST
PORTLAND, OR 97216

DOVELEWIS.APR 5/13/99


N
CNF
CFC
Ownership & Land Use
CONSOLIDATED FREIGHTWAYS, INC.
MASTER PLAN
N.W. Pettygrove
N.W. 20th
XA - existing hospital
XB - modular building
① Current Dove Lewis facility
② property purchase from Consolidated Freightways

Sample Resolution

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR THE COUNTY OF _____

In the Matter of ISSUANCE OF)
INDUSTRIAL DEVELOPMENT)
REVENUE BONDS BY THE) RESOLUTION
STATE OF OREGON TO)
(company) _____

WHEREAS, the _____ County Board of Commissioners finds that the development of the (project name or description) by (name of company) would foster the economic growth and legislative policy as set forth in ORS 285B.320, and

* WHEREAS, (the board finds; or the City of _____ has found) that the (name of company) project is consistent with the _____ comprehensive plan acknowledged by the Land Conservation and Development Commission pursuant to ORS chapter 197, and

WHEREAS, the Board finds that the project complies with the provisions of (name of local economic development plan) , and

WHEREAS, ORS 285B.332 requires, before the issuance of revenue bonds by the State of Oregon, that the governing body of the County endorse the project, and

WHEREAS, the Board finds that the completion of a (project name or description) in the (name of city or community) of _____ County would be in the best interests of the citizens of _____ County,

IT IS HEREBY RESOLVED:

1. That _____ County requests the Economic Development Commission and the State of Oregon to assist in the financing of the _____ project within (name of city or community) in _____ County, through the issuance of revenue bonds as provided by ORS 285B.320 to ORS 285B.377.

** 2. That the Chairman of the _____ County Board of Commissioners be authorized to sign and act for
the Board in any future action necessary by _____ County to promote the project.

Dated this _____ day of _____, 19___.

_____ COUNTY BOARD OF COMMISSIONERS

_____
Chairperson

_____
Commissioner

_____
Commissioner

* Oregon Administrative Rule 123-011-0030 (4): "If the project is located within a county or city having a comprehensive plan approved by the Land Conservation and Development Commission, the appropriate local unit of government must certify that the project is consistent with such comprehensive plan. If the project is located within a county or city not having such a comprehensive plan, the appropriate local unit of government must certify that the project is consistent with statewide Goals and Guidelines as adopted by the Land Conservation and Development Commission."

** Desirable but not essential sections of the resolution.

Sample resolution supplied by:

Oregon Economic Development Department
Business Finance
775 Summer Street N.E.
Salem, OR 97310
(503) 986-0172

f:\user\bfs\idrbrs98
Revised 4/98

Oregon.

Oregon Economic Development Department • 775 Summer Street NE • Salem, OR 97310 • Phone: (503) 986-0172 • Fax: (503) 581-5115

Oregon Industrial Development Revenue Bond Program Description

Overview

The Economic Development Commission issues industrial development revenue bonds for manufacturing and processing facilities in Oregon. Only manufacturing projects, exempt facilities (such as docks or solid waste facilities) and bonds for non-profit organizations are federally tax exempt. A major goal of the program is the creation of employment through the formation and movement of capital to value-added manufacturing.

The key feature of some revenue bonds is their tax-exempt status which lowers the overall cost of capital. If a project qualifies, bondholders receive interest payments which are exempt from federal and state personal income tax. Tax exempt rates are typically 75 percent to 80 percent of conventional rates.

Revenue bonds are not direct obligations of the state of Oregon. The individual or corporation on whose behalf they were issued is legally obligated to repay them. The state has no obligation to repay the holders of industrial development revenue bonds and does not in any way guarantee these bonds.

An eligible company may borrow up to $10 million through this bond program. Not more than 25 percent of proceeds of the bond can be used to acquire land. The Commission will not finance excess land. Acquisition of existing facilities is allowed if certain amounts are spent for rehabilitation. Bond proceeds cannot be used to refinance existing debt.

Typically, the minimum sized bond is at least $1.5 million.

Application Process

Applications for the industrial development revenue bond program are available form the Oregon Economic Development Department. The Finance Committee for the Economic Development Commission considers the initial request for an industrial development revenue bond project.

The governing body of the county or counties in which the project will be located must first approve the project before the Finance Committee for the Economic Development Commission will consider the application. The applicant must demonstrate that increased income taxes from new or saved jobs plus any increase in business income taxes exceeds any revenue loss to the state or federal government resulting from the tax-exempt nature of the bonds.

After Finance Committee approval, the application is sent to the State Treasurer for "preliminary approval." Once the bond financing structure is complete, issuance of the bond is approved by the Economic Development Commission.

For more information contact:

Oregon Economic Development Department
Business Finance Section
775 Summer Street, N.E.
Salem, Oregon 97310
Phone: 503-986-0172

OREGON INDUSTRIAL DEVELOPMENT REVENUE BOND PROGRAM
JANUARY 1, 1976 THROUGH JUNE 30, 1997

PROGRAM OVERVIEW

- Oregon's oldest and largest business finance program, in existence since 1976.
- Industrial development bonds provide below market rate financing for manufacturers, increasing their productivity and helping them to compete successfully in global markets.
- Industrial development bonds have no liability to the State of Oregon.
- Bond proceeds may be used only for capital expenditures - land, buildings, improvements, machinery and equipment.
- Oregon has always restricted bond use to financing basic industries.
- Oregon has never used bond financing for restaurants, retail stores or commercial office buildings.
- The program targets small to mid-sized manufacturers which are substantial generators of new jobs and spin-off benefits to the community.

PROGRAM RESULTS

- Since 1976, 153 industrial development bonds have been issued in the amount of $568.6 million, benefitting 147 companies (excluding refinancings).
- Since inception there have been three defaults; however, the State has incurred no liability.
- Bond financing has been used in 26 of Oregon's 36 counties.
- Approximately 36 percent of bond financed projects have been in Portland metropolitan area, with 27 percent in the Willamette Valley, and 37 percent in the remainder of the state.
- Companies using the bond program estimate approximately 8750 jobs created with an additional 2,400 jobs saved.

INDEPENDENT STUDY BY TOUCHE ROSS IN 1986 FOUND

- Actual reported employment slightly exceeded projections.
- Almost half (47%) of bond-created jobs paid $10 per hour or more.
- Slightly more than 40 percent of firms using bond financing had annual sales of less than $10 million.
- Sixty percent of bond-financed projects would not have been undertaken at all or on schedule without bond financing.

DOVE LEWIS EMERGENCY ANIMAL HOSPITAL MEMORIAL OPTIONS

I wish to memorialize my loved one by making a tax-deductible contribution to Dove Lewis. Please use my gift toward:

_____ **The Memorial Tree.** I wish a permanent record of my loved one to be added to this original artwork designed by Gunnar Adamovics. My choice is:

- _____ Silver-colored leaf (aluminum) $50 *(maximum 30-letter inscription)*
- _____ Gold-colored leaf (brass) $100 *(maximum 30-letter inscription)*
- _____ Dove (brass) $500 *(maximum 100-letter inscription)*
- _____ Branch (brass) $1000 *(maximum 500-letter inscription)*

_____ **My Personal Pet Remembrance Journal.** A guided journal to fill with your personal stories and memories (42 pages). $9.95 each plus $3.00 for postage and handling.

_____ **Pet Sympathy Card.** For $5.00 per pet, Dove Lewis volunteers will hand-sign and mail a sympathy card for you to a bereaved pet owner, stating that a donation has been made in their pet's name to Dove Lewis.

Name _____

Telephone _____

Address _____

City, State, Zip _____

Amount enclosed $_____

Please charge my Visa ☐ MasterCard ☐ AmEx ☐

Account # _____

Expiration date _____

Inscription for memorial tree or name/acknowledgement information for sympathy card: _____

_____

Mail to:

DOVE LEWIS EMERGENCY ANIMAL HOSPITAL
1984 NW Pettygrove • Portland, OR 97209
Phone (503) 228-7282 • Fax (503) 228-0464
Website: www.dovelewis.org

The Dove Lewis Emergency Animal Hospital is a nonprofit organization founded by Mr. A. B. Lewis in Association with the Portland Veterinary Medical Association.

THE DOVE LEWIS MISSION

WE BELIEVE
in the welfare of animals and

WE VALUE
the effect animals have on the well-being of humans.

OUR PURPOSE
is to provide quality emergency and critical care as an extension of the area veterinary practices and to positively influence the role that pets play in our lives.

WE EMPHASIZE
achieving excellence in emergency care and education and providing programs that promote the human–animal bond.

24-Hour Pet Loss Support Line and information on groups 234-2061

Enid Traisman, M.S.W.,
Director of Pet Loss Support Services
Clinical Social Worker, Grief Counselor

Metro Crisis Hotline 223-6161

The Pet Loss Support Groups are a free service to the community and last one hour each.

Groups at Dove Lewis Main Hospital, 1984 NW Pettygrove: 1st Thursday 12:00 noon; 2nd Thursday 9:00 a.m.; 3rd Thursday 7:00 p.m.

Beginning Fall 1999, one group session will be meet at Dove Lewis East, Plaza 205 on the third Wednesday at 7:00 p.m.

DOVE LEWIS EMERGENCY ANIMAL HOSPITAL

Pet Loss Support Services

THE LOSS OF A PET can be one of the most devastating experiences that an individual or family has to face. For many, this is a loss not only of a pet, but of a best friend.

GRIEVING for a beloved pet is a very natural, normal and personal process. The manner and intensity of our reactions to this loss will be different for each person. Our reactions will depend on the circumstances surrounding the death, our depth of attachment to the pet, our personal experiences with grief and our state of mind when the loss occurs.

There are as many ways to grieve for a pet as there are pet owners. However, there seem to be a few universal feelings that most of us experience during the process of grieving.

Our children also need special consideration when a beloved pet dies. Many times, this is the first experience with feelings of loss, grief and bereavement; feelings that are new and frightening to this young individual. Since this first experience with death sets the tone for the handling of future losses, it is crucial to help children understand their feelings at this painful and confusing time.

Although the grieving process over the loss of a pet is painful, it is a natural process. Unfortunately, many grieving pet owners keep their pain locked deep inside because there are no culturally recognized ways to mourn a pet. This can put us in a position of feeling alone and isolated from friends and family. This may add to the difficulty in experiencing and resolving our pet's death.

SHOCK AND DENIAL, the first of these feelings, generally occur immediately after learning that our pet is terminally ill, injured or dead. Often we will feel that we have been thrust into a bad dream that will end as soon as we awaken. These feelings of disorientation may last only a few hours or for a few days.

ANGER AND GUILT are what we may begin to feel next about the death of our pet, after the shock has begun to fade away. Many times, our anger/guilt will be directed toward family members, friends or even our veterinarian. Sometimes these feelings of anger/guilt are turned inward. We may unjustly blame ourselves for not having the power to save our pet or for not having loved our pet enough.

SORROW AND DEPRESSION are also very normal. During this time, we often feel the greatest sense of loss. These feelings of grief come in waves and we may find ourselves suddenly crying, especially when something reminds us of our pet.

HEALING comes as time passes. We may notice that the thoughts of our pet are moving from the foreground to the background of our minds. Gradually, the memories of our pet will focus more on love and shared times, rather than on the pain of separation. All the feelings that we experience over the loss of a pet are normal and natural. As you accept these feelings, you are successfully working towards the *resolution of your grief*.

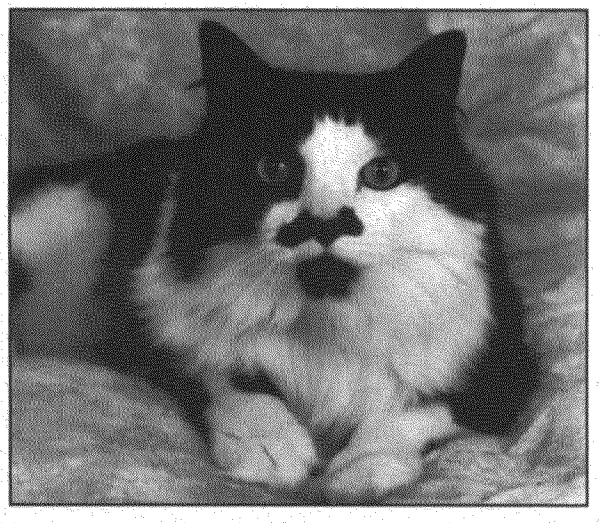
MEMORIALIZATION. There are many ways pet owners can memorialize their pets. For example, some collect their memories into photo albums, frame favorite pictures, or write poems or letters to their pets. Others record their feelings, thoughts and memories into a journal, while still others plant trees or flowers in their yards. Dove Lewis has a Memorial Tree designed as a permanent site for such a purpose.

RECOGNIZING THE NEED *for pet owners to talk, reminisce and share stories about their lost pets, the Dove Lewis Emergency Animal Hospital offers four Pet Loss Support Groups and a 24-hour message line for bereaved pet owners. Each group is led by a qualified grief counselor who believes that the bond between pets and people represents some of the most important relationships in a person's life.*

The Dove Lewis Emergency Animal Hospital counselors also realize that in our society, each of us is expected to minimize our sorrow for our lost pet. However, our feelings linger, long after the loss, because our pets shared our lives, our dreams, our homes and our affection. And because they touched our lives so deeply, they are deserving of our grief.

Feline Blood Donors

The Dove Lewis Blood Bank also houses feline blood donors to supply needed feline blood products to area veterinarians.



Other Dove Lewis Emergency Animal Hospital Community Programs

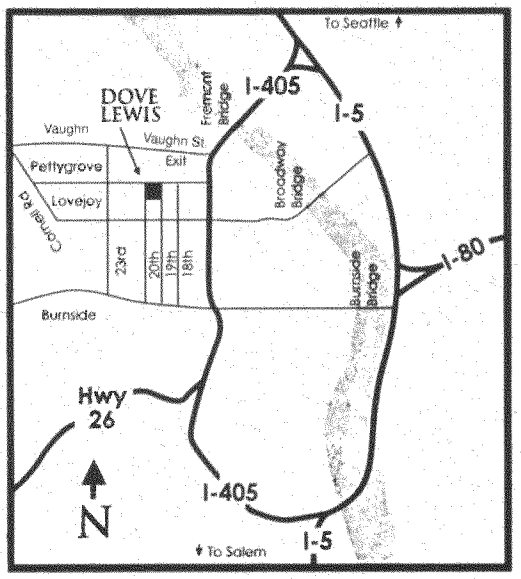
Pet Assisted Therapy
Pet Loss Support Group

For more information about these programs call:
(503) 228-7281

Photographs courtesy of Kathi Lamm

Donor Location

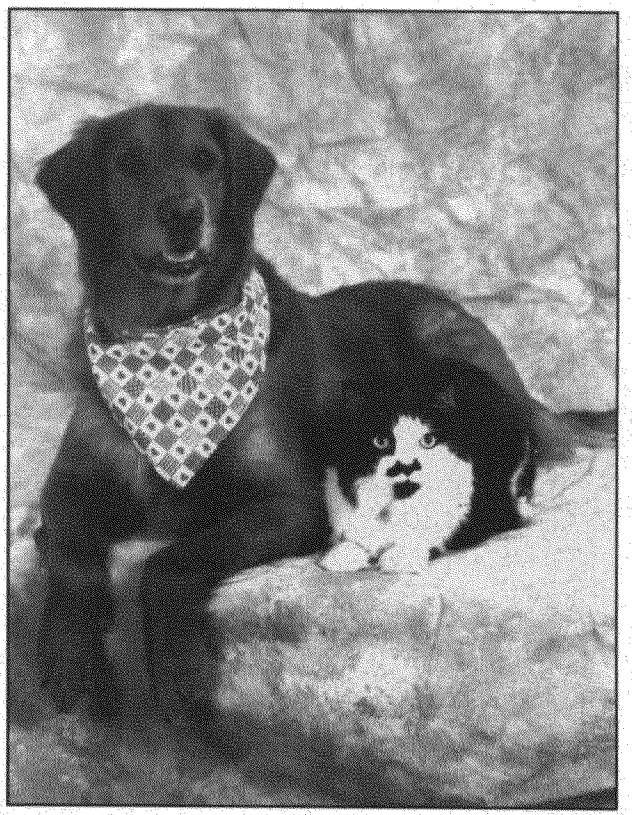
The Dove Lewis Main Hospital is located in Northwest Portland at 1984 N.W. Pettygrove. Parking in the rear of the building or on the street.
(503) 228-7281



DOVE LEWIS • EMERGENCY ANIMAL • HOSPITAL

1984 N.W. Pettygrove
Portland, Oregon 97209
(503) 228-7281

Dove Lewis Emergency Animal Hospital



Blood Bank

Dove Lewis Blood Bank

Canine Blood Donors

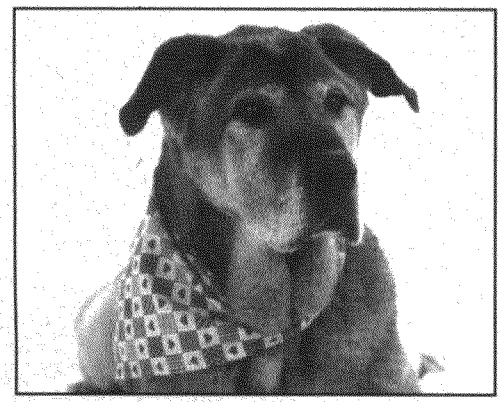
The Need...

Everyday in the Portland metropolitan area, because of disease, injury or surgery, blood or blood products are required on an emergency basis.

In the past, veterinary clinics were forced to obtain blood products for emergencies from donors with unknown blood types and health history.

The goal of the Dove Lewis Blood Bank is to supply a constant safe inventory of blood products to meet the demand of the Portland metropolitan veterinarians.

Do you have an easy-going, large breed dog who would be willing to give a little time and the much needed gift of blood to a fellow canine?



Your pet could save a canine life!

The Requirements...

The Dove Lewis Blood Bank is in need of healthy dogs, between 2-6 years of age, weighing at least 55 pounds, currently vaccinated, and who have never given birth to be volunteer blood donors. The owners are required to keep the donor current on vaccinations, and on heartworm preventative medication which we will provide to you.

The Process...

On your first visit we will perform a complete physical exam and draw a small blood sample to be sent to a specialized lab for typing. The blood typing results are obtained in about ten days. If your dog is blood typed negative for factor A (universal blood donor), we will ask you to return in about one month. The Dove Lewis Blood Bank will then perform a complete blood count, chemistry panel, urine analysis, fecal analysis and tick borne disease screen. The expenses for the above laboratory evaluation will be covered by the clinic.

The Benefits...

Your participation in the Dove Lewis Canine Blood Donor Program will enable us to supply the Portland area veterinarians with a safe supply of blood products to treat potential life threatening situations.

We Welcome Your Participation!

Photo by H. Welch

PET ASSISTED THERAPY is "animals helping people to help people."

The Dove Lewis Emergency Animal Hospital is a non-profit organization founded by Mr. A.B. Lewis in association with the Portland Veterinary Medical Association.

THE DOVE LEWIS MISSION

We Believe

in the welfare of animals and

We Value

the effect animals have on the well-being of humans

Our Purpose

is to provide quality emergency and critical care as an extension of the area veterinary practices and to positively influence the role that pets play in our lives.

We Emphasize

achieving excellence in emergency care and education and providing programs that promote the human-animal bond.

Other Dove Lewis Emergency Hospital Community Programs

- Pet Loss Support Group
- Blood Bank
- Care for Stray Animals and Wildlife

For more information about these programs call: **(503) 228-7281**

DOVE LEWIS PET ASSISTED THERAPY PROGRAM

Photo by H. Welch

DOVE LEWIS COMMUNITY SERVICE PROGRAMS

PET ASSISTED THERAPY is "animals helping people to help people".

THE DOVE LEWIS PET ASSISTED THERAPY PROGRAM

is a group of caring individuals who share the love of their own companion animals with others in a facility setting. This takes place in many different settings with people of all ages.

We work in nursing homes, children's hospitals, hospice situations, schools and adult day care. Some animals take walks and play with adolescents struggling with difficult issues while in treatment. Others provide a stroke patient with something worthwhile to reach for over and over again while re-establishing range of motion in physical therapy. By offering warm and furry friendship, some facilitate people in severe depression to reach out beyond themselves. Each animal offers acceptance, unconditional love and elicits smiles and joy.

These are all examples of animal assisted work.

DOVE LEWIS COMMUNITY SERVICE PROGRAMS

Most people have a good idea about their pet's health and disposition. We offer volunteer orientation, an evaluation, training opportunities, workshops and a wonderful support group.

Volunteers and their companion animals are always needed. Flexible times and locations are available to fit volunteers schedules and lifestyle. Volunteers of all ages are encouraged to become involved.

Photo by H. Welch

ANIMAL ASSISTED THERAPY is an extension of the relationship we, who are blessed with animal companions, experience daily.

Photo by C. Markt

TO RECEIVE MORE INFORMATION OR TO GET STARTED

CONTACT:

DOVE LEWIS
PET ASSISTED THERAPY PROGRAM
1984 N.W. PETTYGROVE
PORTLAND, OR 97209

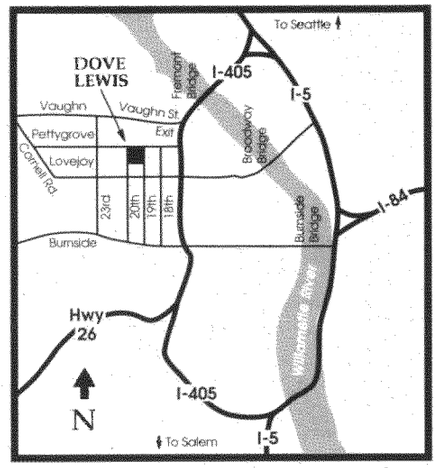
(503) 228-4225

...DOGS...CATS...LLAMAS...BIRDS...PIGS...RABBITS...GOATS...HORSES...

Locations

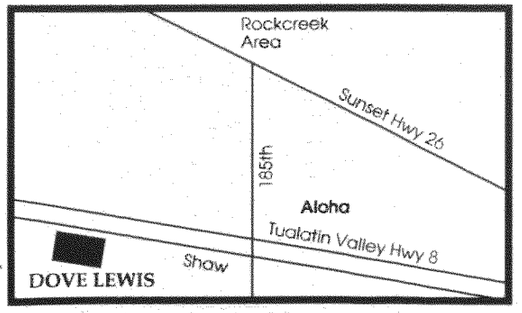
The Dove Lewis Main Hospital is located in Northwest Portland at 1984 N.W. Pettygrove. Parking in the rear of the building or on the street.

(503) 228-7281



The Dove Lewis Aloha Clinic is located in Aloha at 18990 S.W. Shaw. Hours of the Aloha Clinic are 6 P.M. – Midnight, Monday through Saturday, and Noon – 8 P.M. on Sundays & Holidays.

(503) 645-5800



DEDICATED TO PROVIDING THE BEST EMERGENCY AND CRITICAL CARE POSSIBLE FOR YOUR PET.

DOVE LEWIS EMERGENCY ANIMAL HOSPITAL

"Here, at whatever hour you come, you will find light, and help and human kindness."
Albert Schweitzer

Celebrating 25 Years of Service to Our Community

History

The Dove Lewis Emergency Animal Hospital is a not-for-profit organization founded in 1973 by Mr. A.B. Lewis in cooperation with the Portland Veterinary Medical Association in memory of Mr. Lewis' late wife, Dove.

Originally, the clinic hours included evenings, weekends and holidays to serve people and their pets when daytime clinics were traditionally closed. In June of 1992, Dove Lewis opened its doors during daytime hours to treat animals requiring critical care.

We are the only not-for-profit hospital in Portland devoted exclusively to emergency and critical care for animals 24 hours a day, 365 days a year.

Your Veterinarian

Routine visits to your veterinarian will ensure the good health of your pet. When emergencies arise, Dove Lewis works closely with private veterinary hospitals in the greater Portland area. Our cases are referred to us by daytime clinics during the hours that they are closed or during the day if the animal needs intensive care. Your veterinarian will provide the follow-up care that is required for your pet after it leaves our facility.

Fees

Each patient is charged an emergency fee which covers the doctor's initial examination and consultation. Additional fees are charged for services and diagnostics required by your pet's condition and will be discussed with you in advance.

Emergency care can be very costly. These costs reflect the expense of maintaining a state-of-the-art facility that is fully staffed 24 hours a day.

If there is financial concern, please let us know. We do not wish to create a financial hardship for you.

Priority Service

Generally we see patients in the order in which they arrive. However, if several emergencies arrive at the same time, our staff will use their skills in triage to identify which patients need attention first. We hope you will understand if this situation arises.

When an emergency strikes... call us

Keep the Dove Lewis number near your telephone. Timing is crucial in any emergency. Often there are First Aid steps that we can advise you to take to assist your pet until it can be seen by a veterinarian.

Call 228-7281, 24 hours a day.

Emergency Care

We are equipped and prepared to handle any pet emergency that arises with skill, speed and compassion. One or more veterinarians and veterinary technicians are on the premises at all times. Pets are involved in accidents and suffer acute life-threatening medical illnesses just like their owners. We commonly see patients after they are hit by a car, sustain a laceration, ingest a toxin like antifreeze, or suffer from congestive heart failure, asthma or diabetes just to name a few examples. Emergency care involves the initial stabilization of these patients and often includes IV fluids, oxygen support, radiographs, and a variety of medications. At times part of the initial stabilization includes emergency surgery which is routinely performed at Dove Lewis.

Critical Care

There are circumstances where a patient is still in critical condition the day after arriving at Dove Lewis. We are fully equipped and trained to care for these critical patients who need very close 24-hour monitoring. After communication with the pet's regular veterinarian, it may be decided that the patient stay at Dove Lewis until he/she no longer requires such close monitoring. Some of the special services available at our facility include rapid in-house blood testing, continuous oxygen support, blood and plasma transfusions, blood pressure and ECG monitoring. When patients are no longer in need of close 24-hour monitoring, they are discharged to their regular veterinarian for continued care.

Community Programs and Activities Sponsored By Dove Lewis

Pet Assisted Therapy

Dove Lewis Emergency Animal Hospital has long recognized the importance of the human-companion animal relationship. The Pet Assisted Therapy Program coordinates visits of volunteers and their pets to a wide range of special care facilities. Current visit sites include acute care hospitals, psychiatric treatment and residential programs, rehab units, hospices, adult health centers and convalescent hospitals, as well as other locations throughout the Portland area.

Pet Loss Support Group

We understand losing a pet is like losing a part of yourself. To assist individuals who are feeling this unbearable pain, Dove Lewis offers the Pet Loss Support Group. Each group is led by a qualified grief counselor who believes that the bonds between pets and people represent some of the most important relationships in a person's life.

Care For Stray Animals and Wildlife

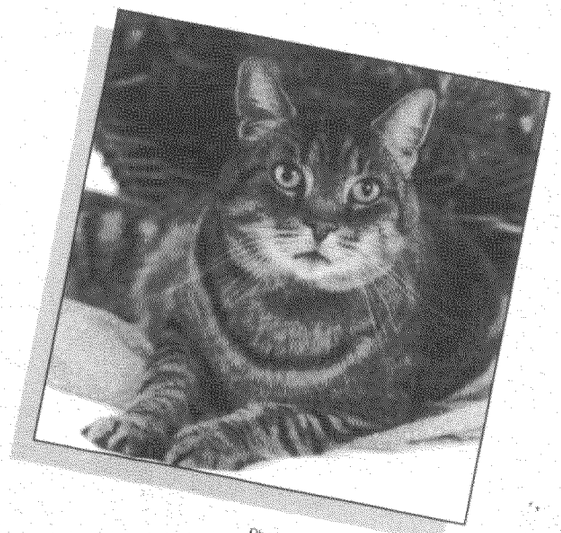
We treat lost and stray pets and non-native wildlife, that have been injured and brought to us by Good Samaritans or Animal Control Officers.

Lost Pets

We aid in helping lost pets find their owners by maintaining a list of Multnomah County license tags. People who find a lost pet with a Multnomah County tag can call us 24 hours a day to get owner information. We also keep a log of lost pets and check it against the strays that are brought in for treatment.

Assistance

Limited funds to assist senior citizens and low income individuals may be available. These funds are dependent upon contributions and cannot be guaranteed.



Photograph by Kathi Lamm

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-122

Support for Issuance of Industrial Development Revenue Bonds by the State of Oregon to Dove Lewis Emergency Animal Hospital

The Multnomah County Board of Commissioners Finds:

a) Development of the Opening of a New Eastside Facility in Leased Space at Plaza 205, 10564 SE Washington Street and the Purchase of a 2,500 Square Foot Modular Building to be Placed on a Parcel Adjacent to the Current Location on NW Pettygrove by Dove Lewis Emergency Animal Hospital would foster the economic growth and legislative policy as set forth in ORS 285B.320.

b) The Portland Development Commission supports the Dove Lewis Emergency Animal Hospital Project, and the City of Portland Bureau of Planning has confirmed that the Dove Lewis Emergency Animal Hospital Project is consistent with the City of Portland's adopted Comprehensive Plan and Zoning Code.

c) ORS 285B.332 requires, before the issuance of revenue bonds by the State of Oregon, that the governing body of the County endorse the project, and the Board finds that completion of the Dove Lewis Emergency Animal Hospital Project in the City of Portland, Multnomah County, Oregon, would be in the best interests of the citizens of Multnomah County.

The Multnomah County Board of Commissioners Resolves:

1. Multnomah County requests the Economic Development Commission and the State of Oregon to assist in the financing of the Dove Lewis Emergency Animal Hospital Project in Multnomah County, through the issuance of revenue bonds as provided by ORS 285B.320 to ORS 285B.377.

Adopted this 1st day of July, 1999.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By Thomas Sponsler
Thomas Sponsler, County Counsel

MEETING DATE: JUL 01 1999
AGENDA #: R-3
ESTIMATED START TIME: 9:35

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Information Technology Classification Study Memorandum of Understanding

BOARD BRIEFING: DATE REQUESTED: N/A
REQUESTED BY:
AMOUNT OF TIME NEEDED:

REGULAR MEETING: DATE REQUESTED: July 1, 1999

AMOUNT OF TIME NEEDED: 5 min.

DEPARTMENT: Support Services DIVISION: Labor Relations

CONTACT: Darrell Murray TELEPHONE #: 248-5135, ext. 22595
BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Darrell Murray

ACTION REQUESTED:

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [x] APPROVAL [ ] OTHER

SUGGESTED AGENDA TITLE:

Ratification of Memorandum of Understanding implementing second phase of Information Technology classification study and market adjustments.

7/2/99 originals to Darrell Murray

SIGNATURES REQUIRED:

ELECTED OFFICIAL:
(OR)
DEPARTMENT MANAGER: (For Vicki S Gates)

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
99 JUN 22 AM 8:09

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions? Call the Board Clerk @ 248-3277

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Darrell Murray, Labor Relations Manager, D.S.S.

DATE: June 21, 1999

RE: Information Technology (IT) Classification Study – Phase 2

---

1. **Recommendation/Action Requested**: Ratify the tentative Memorandum of Understanding (MOU) between AFSCME Local 88 and Multnomah County governing the conclusion of the Information Technology Classification Study.

2. **Background/Analysis**: The Information Technology MOU before the Board is the result of the second and concluding phase of an analysis and dialogue that began during initial contract negotiations with AFSCME Local 88 over a year ago. The project was divided into two phases so that the conclusion of this process did not delay the signing of the 1998-01 County-Local 88 collective bargaining agreement.

   The first phase of the study was implemented at the time the 1998-01 contract was signed. It included reallocations of certain IT positions to different classifications and market related adjustments.

   Most of the results of the second phase of the study are also mandated by the 1998-01 agreement. However, when the Compensation Manager reviewed the remaining positions not covered by the first phase of the study, she concluded that the overall structure of IT classifications required rationalization. In a number of instances, this included reallocation of positions included in the Phase 1 implementation to ensure that employees in like positions were classified the same way.

   In addition, departments expressed concern over market pressure on IT positions and the resulting prospects for retention and recruitment in these classifications. However, the contract did not require attention to this problem. Notwithstanding that fact, as a major employer of IT personnel, DSS shared the market based concern. However, staff also believe that, at least with respect to some IT positions, market pressure may be related to the short-term phenomenon of Y2K retrofitting. Once that is concluded, the demand for certain IT positions may subside. Thus, as a short-term strategy, staff recommend a limited step to shore up IT wages without a permanent change in wage structure. This is accomplished by including a minimum adjustment of 3% as a result of the classification study. In other words, if reclassification doesn't produce an increase or produces one of less than 3% for an employee covered by the study, the employee is placed on the next step of their salary range. This uniformly

guarantees a minimum of 3%. While this will not fundamentally alter the IT wage structure, it will signal employees in these occupations that they are valued by the County, and that the County is aware of their potential value to other employers.

This MOU comes before the Board to authorize the above-described portions of the study that are not mandated by the 1998-01 agreement.

3. **Financial Impact:** The overall annualized cost of Phase 2 of the study is approximately $187,000. The portion of the total that is not mandated by the 1998-01 contract is approximately $38,000. The non-mandated costs will decline over time as an on-going cost, as employees affected by market adjustments reach the top of their ranges. The entire cost of the study for FY 98-99 will be absorbed within the existing budgets of affected departments.

4. **Legal Issues:** None.

5. **Controversial Issues:** None.

6. **Link to Current County Policies:** This agreement is consistent with and supportive of the County's dual objectives of improving quality of services while ensuring that the County remains an excellent place to work. It is also consistent with the 1998-01 labor agreement.

7. **Citizen Participation:** N/A.

8. **Other Government Participation:** N/A.

Memorandum of Understanding

I. Parties

The parties to this Memorandum of Understanding (hereinafter "MOU") are Multnomah County, Oregon (hereinafter "County") and Multnomah County Employees Union, AFSCME, Local 88, AFSCME, AFL-CIO (hereinafter "Union").

II. Background and Purpose

The parties entered into a 1998-01 collective bargaining agreement (hereinafter "1998-01 agreement"). Article 14.X.D. of the 1998-01 agreement provides for the manner in which certain adjustments in wage rates paid to employees in certain Information Technology positions are to be determined. This included a desk audit of certain positions, conducted by the County Compensation Manager. The County and Union representatives have met to review and discuss the desk audits. As a result, they have determined that a variety of Information Technology positions should be reallocated to different job classifications, assigned different pay rates, or both to produce a more rational and equitable classification and pay structure. While certain of these adjustments are self executing, upon mutual agreement of the Employee Services Division and the union, under article 14.X.D.1, certain of the adjustments can only occur with additional authorization by the parties. The following sets forth the specific acts for which additional authority is required and the terms of authorization for such acts pursuant to Article 26, second paragraph of the 1998-01 agreement.

III. Terms of Understanding

The parties mutually understand and agree as follows:

1. A. The following hourly pay rates and ranges shall apply to the applicable classifications as denoted below, effective July 1, 1998:

Classification:	Step 1	2	3	4	5	6	7	8
Database Administrator	23.74	24.42	25.09	25.89	26.73	27.53	28.36	29.21
Senior Information Systems Analyst	20.99	21.62	22.27	22.94	23.63	24.34	25.07	25.82
Information Systems Analyst 2	18.18	18.67	19.22	19.80	20.38	20.99	21.62	22.27
Information systems Analyst 1	15.72	16.18	16.66	17.13	17.67	18.18	18.67	19.22

Senior Network Analyst	23.74	24.42	25.09	25.89	26.73	27.53	28.36	29.21
Network Analyst 3	21.25	21.90	22.55	23.23	23.92	24.64	25.38	26.14
Network Analyst 2	18.67	19.22	19.80	20.38	20.99	21.62	22.27	22.94
Network Analyst 1	16.16	16.64	17.14	17.66	18.18	18.67	19.22	19.80
Information Systems Specialist 3	15.51	15.92	16.41	16.90	17.41	17.92	18.46	19.02
Information Systems Specialist 2	14.20	14.60	15.04	15.51	15.92	16.41	16.90	17.41
Information Systems Specialist 1	12.64	13.02	13.41	13.81	14.20	14.60	15.04	15.51

2. The parties acknowledge that the rates set forth in subsection 1 of this section III are premised on County payment of the 6% employee PERS contribution, and that for the period of July 1, 1998 through August 31, 1998 employees have already made a 6% employee contribution to PERS based on the wage rates heretofore in effect during that period pursuant to Article 16.III.A and Addendum A of the 1998-01 agreement. The parties further acknowledge that from September 1, 1998 forward, the County began paying the employee's contribution to PERS and wages rates were reduced an offsetting amount, pursuant to Article 16.III.B and Addendum A of the 1998-01 agreement. To the extent, if any, that an employee's base hourly wage rate is modified pursuant to this M.O.U. for the period of July 1 through August 31, 1998, the County shall pay the employee additional wages equal to any difference between the employee's new rate multiplied by 1.06 and his or her former rate for that period. Such retroactive payments are subject to normal taxation, withholding and payroll deductions. The following hypothetical example illustrates this calculation:

    - Employees' rate from 7/1/98 through 8/31/98 before this M.O.U. = $20 per hour.
    - Employee's revised rate for 7/1/98 through 8/31/98 under this M.O.U. = $19.00
        - 19.00 x 1.06 = $20.14
        - 20.14 – 20.00 = $0.14/hour
        - Employee receives an additional $0.14 per hour as part of his or her hourly base rate for time worked from 7/1/98 through 8/31/98.

    Notwithstanding the terms of Article 16.III.A or any other provision of the 1998-01 agreement to the contrary, any additional employee PERS contributions required by virtue of retroactive wage payments made pursuant to this M.O.U. shall be paid by the County, consistent with PERS representations that such responsibility is allocated to the County under its "constructive receipt" principle of accounting.

3. If they remain and have continuously remained in such position until and including the time this MOU is signed, an employee listed in Exhibit A and their respective position as denoted therein shall be reallocated to the applicable classification as indicated in Exhibit A, retroactive to and including July 1, 1998. The employee's seniority in the applicable class shall also accrue from July 1, 1998 inclusive. Positions and their incumbents denoted by an asterisk (*) shall be moved into the bargaining unit upon signing of this M.O.U. by the parties, and seniority and hourly rate of pay shall be affected retroactive to July 1, 1998 as provided in this M.O.U. Positions and their incumbents denoted by two asterisks (**) shall be removed from the bargaining unit effective upon signing of this M.O.U. by the parties except that any pay increase provided to them under this M.O.U. shall take effect on the date indicated herein. Subject to the terms of subsection 2 of this section III, the pay rates of the affected incumbents shall be as set forth in Exhibit B with an effective date(s) as denoted therein.

4. The parties acknowledge that employees listed in Exhibit C were regularly appointed and served between July 1, 1998 and the signing date of this M.O.U. as the incumbent in a position allocated by the Compensation Manager to a classification listed in section III.1 above. In addition, they either entered the position after July 1, 1998 or terminated from the position prior to the effective date of this M.O.U. (although they remained regularly employed by the County on the date this M.O.U. was signed). Accordingly, the parties agree that for purposes of salary determination and seniority employees listed on Exhibit C shall be treated in accordance with normally applicable rules under Article 15.IV.C and Article 21 for the period of such service. However, if an employee listed in Exhibit C was regularly appointed to and occupied a position prior to July 1, 1998 that is reallocated by this M.O.U. to a classification listed in section III.1 above as of July 1, 1998 and the employee continued to occupy that position as of October 1, 1998 the employee' resulting salary shall be as provided by Article 15.IV.C except that if the increase that provision provides is less than 3 percent over the employee's previously received July 1, 1998 rate (as calculated under section III.2 above), the employee shall receive an additional step increase October 1, 1998.

5. After signing of this MOU by the parties hereto, prospective changes in the allocation of positions or the compensation of employees shall be governed by the normal rules governing such matters under the labor agreement or other applicable rules and law. However, with concurrence of the Compensation Manager, the Labor Relations Manager and Union Business Representative may no later than August 31, 1999 by Memorandum of Understanding under Article 26 of the 1998-01 collective bargaining agreement correct any errors in listing of employees on Exhibits A, B, or C that they identify and affected matters related to pay and classification shall be adjusted in accordance therewith.

6. Notwithstanding the terms of Article 14.X.D.2, the parties agree that grievances by employees listed on Exhibit A over changes in their duties or responsibilities may not be filed unless the changes occurred entirely on or after the date this M.O.U. is signed by all parties hereto.

7. By this reference, Exhibits A, B and C attached hereto are incorporated into this MOU.

8. The terms of this MOU shall substitute for and prevail over any inconsistent or conflicting provision of the 1998-01 agreement. The Union acknowledges that, by the terms of this MOU, the County has discharged its obligation under Article 14.X.1 of the 1998-01 agreement to study the allocation of positions as called for therein. The Union further acknowledges that terms herein reflect the parties' agreement concerning the results of that study. Therefore, neither an employee whose position was subject to this study or the union may file a grievance based on Article 14.X.1. This shall not preclude a grievance filed pursuant to subsection 10 below to enforce this MOU.

9. The terms of this MOU shall not be construed as setting a precedent. This MOU shall not be raised in any future labor relations setting except for the enforcement or defense of its terms.

10. Any dispute over the meaning, interpretation or application of this MOU shall be resolved through the grievance procedure set forth in Article 18 of the 1998-01 agreement.

11. This written instrument is the entire MOU between the parties.

12. This MOU shall not take effect until it has been has been ratified by the Sheriff, District Attorney, and Board of County Commissioners and signed by those officials or their authorized representatives and the Union.

13. If any portion of this M.O.U. is ultimately held unlawful and unenforceable by any court or administrative agency of competent jurisdiction, the remaining portions shall be unaffected and shall remain in effect.

Done this day, July 1, 1999.

For the County:

Beverly Stein, Chair

REVIEWED: Thomas Sponsler
County Counsel for Multnomah County

By
Assistant County Counsel

For the Union:

Joe Devlaeminck, President

Jim Younger, Council Representative

NEGOTIATED:

Darrell Murray
Labor Relations Manager

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-3 DATE 7/1/99
DEB BOGSTAD
BOARD CLERK

EXHIBIT A

Name	Pre-existing Classification	Classification Allocation Effective 7/1/98
	Aging Services	
M. Joann Macey	Information Systems Analyst 2	Information Systems Analyst 2
Thomas Shepard	Data Analyst	Information Systems Analyst/Sr.
Rikki Thunstrom	Office Assistant 2	Information Systems Specialist 2
	District Attorney's Office	
Clover Hayes	Information Systems Analyst 2	Network Analyst 2
Mai N. Nguyen	Information Systems Specialist 2	Network Analyst 2
	Environmental Services	
Steve Funk-Tracy	Information Systems Analyst 3	Information Systems Analyst/ Sr.
Rodney Honda	Information Systems Analyst 2	Network Analyst 2
Kurtis Kole	Information Systems Analyst 2	Network Analyst 2
Virginia Lewis	Information Systems Analyst 2	Network Analyst 2
Khanh Quan	Information Systems Analyst 2	Network Analyst 3
David Stewart	Information Systems Analyst 2	Network Analyst 2
	Library	
Hagen Amen	Library Computer Systems Op.	Network Analyst 2
Michael W. Brown	Library Computer Systems Op.	Network Analyst 2
Melinda Burch	Data Processing Specialist 2	Network Analyst 2

David Chandler	Library Computer Systems Op.	Network Analyst 2
Sylvia Hester*	Library Technical Supervisor	Information Systems Analyst/Sr.
Hunter Joos	Library Computer Systems Op.	Network Analyst 2
Robert Knox	Library Computer Systems Op.	Network Analyst 2
Michael C. Thomas	Library Computer Systems Op.	Network Analyst 2

Community Justice

Mona Hogue**	Data Analyst	Information Systems Supervisor
Virginia Johnson	Information Systems Analyst 2	Network Analyst 2
Beverlee Max	Information Systems Analyst 2	Network Analyst 2
Lieu B. Pham	Information Systems Analyst 2	Network Analyst 2
Wilma Redeau	Information Systems Analyst 2	Network Analyst 2
Melodie Roland-Kind	Information Systems Analyst 2	Network Analyst 2

Health Department

Dianne Falkenberg	Data Analyst	Network Analyst 2
Donald Gertz	Data Analyst	Network Analyst 3
Linda S. Lane*	Senior Data Analyst	Information Systems Analyst/Sr.
Kevin Marshall*	Senior Data Analyst	Information Systems Analyst/Sr.

Community & Family Services

Dian Clare	Data Analyst	Information Systems Analyst 2
Kenneth Davidson	Data Analyst	Network Analyst 3

Margaret La Faive	Data Analyst	Information Systems Analyst/Sr.
Christine Maier	Information Systems Analyst 2	Network Analyst 2
Jon Puro	Data Analyst	Database Administrator

Support Services

Karl Backstrand	Wide Area Network Analyst 3	Network Analyst/Sr.
Patty Bowser	Sr. Programmer Analyst	Database Administrator
Craig Conger	Wide Area Network Analyst 2	Network Analyst 3
Dewayne Gibson II	Wide Area Network Analyst 3	Network Analyst/Sr.
Douglas A. Hicks	Data Analyst	Information Systems Analyst/Sr.
Danny Horn	Wide Area Network Analyst 2	Network Analyst 3
Gail H. McKeel	Sr. Programmer Analyst	Information Systems Analyst/Sr.
Stuart Moss	Wide Area Network Analyst 2	Network Analyst 3
Debbi Patton	Wide Area Network Analyst 2	Network Analyst 3
Stephen Poulsen	Sr. Programmer Analyst	Database Administrator
Terry Don Ramsey	Sr. Programmer Analyst	Information Systems Analyst/Sr.
Terry Rudd	Sr. Programmer Analyst	Information Systems Analyst/Sr.
Vera Schultze	Information Systems Specialist 1	Data Processing Specialist 2
Natalie Stewart	Wide Area Network Analyst 3	Network Analyst/Sr.
Bonnie Thornton	Wide Area Network Analyst 2	Network Analyst 3
Newcome Wang	Sr. Programmer Analyst	Information Systems Analyst/Sr.
Henry Weeks	Information Systems Specialist 2	Data Processing Specialist 2
Andrea Westersund	Sr. Programmer Analyst	Information Systems Analyst/Sr.

* Denotes individuals moving into the Local 88 bargaining unit due to reclassification of their formerly exempt positions under this M.O.U.

** Denotes individuals moving from the Local 88 bargaining unit into exempt status due to reclassification from a position covered by the bargaining unit to an exempt classification under this M.O.U.

EXHIBIT B

Note: "N/C" denotes no change from the revised 7/1/98 rate.

Name	Revised 7/1/98 Base Hourly Rate	Revised 10/1/98 Base Hourly Rate
	Aging Services	
Timothy Dederick	$15.92	$16.41
M. Joann Macey	$19.80	$20.38
Thomas Shepard	$20.99	N/C
Krystal Woodward	$18.18	$18.67
Rikki Thunstrom	$14.20	N/C
	Environmental Services	
Steven Funk-Tracy	20.99	N/C
Rodney Honda	20.38	$20.99
Kurtis Kole	18.67	$19.22
Virginia Lewis	20.38	$20.99
Khanh Quan	$21.25	$21.90
David Stewart	20.38	$20.99
	Library	
Hagen Amen	$18.67	N/C
Michael W. Brown	$18.67	N/C
Stanley Bucknum	$18.67	N/C
Melinda Burch	$20.38	$21.62

David Chandler	$18.67	N/C
Sylvia Hester	$22.27	$23.63
Hunter Joos	$18.67	N/C
Robert Knox	$18.67	N/C
Michael C. Thomas	$18.67	N/C

Community Justice

Elizabeth Chaney	$14.20	$14.60
Virginia Johnson	$18.67	N/C
Lea Rachael Lakeside	$14.20	$15.04
Jean Diana Manthe	$16.41	$16.90
Beverlee Max	$18.67	N/C
Judy McDonald-Moore	$16.41	$16.90
Wilma Redeau	$18.67	N/C
Keith Strauss	$18.18	$19.22

Health Department

John H. Dudley	$18.18	$18.67
Dianne Falkenberg	$19.80	$20.99
Donald Gertz	$21.25	N/C
Linda S. Lane	$21.62	$22.27
Kevin Marshall	$22.94	$23.63

District Attorney's Office

Clover Hayes	$18.67	$19.22
Mai N. Nguyen	$18.67	$19.80

Community & Family Services

Dian Clare	$18.18	N/C
Kenneth Davidson	$21.90	N/C
Michael B. Fryer	$18.67	N/C
Margaret La Faive	$20.99	N/C
Christine Maier	$19.22	$20.38
Walter D. Malone	$15.72	$16.18
Richard McKellar	$18.18	$18.67
Patricia Pavlacky	$18.18	$18.67
Jon Puro	$23.74	N/C

Support Services

Shirley A. Worthington	$26.73	$28.36
Karl Backstrand	$23.74	$24.42
John Barkhurst	$25.09	N/C
Leslie Barrett	$19.02	N/C
Lori Baumgartner	$15.04	$15.51
Melvin Blanchard	$21.34	$21.98

Patty Bowser	$25.09	$25.89
Treiva Brockway	$15.46	$15.87
David Brookins	$18.18	N/C
Sondra Carroll	$10.55	$10.87
Kenneth Clinton	$20.99	$21.62
Dzung Co	$16.66	N/C
Craig Conger	$18.67	$21.25
Joan Crockett	$16.93	$17.43
Joe Devlaeminck	$27.53	$28.36
Alfred Dion	$19.02	N/C
Margaret Duerscherl	$18.18	N/C
Charles Galusha	$17.67	$18.18
Dewayne Gibson II	$25.09	$26.73
Douglas A. Hicks	$20.99	N/C
Terry Hinrich	$27.53	$28.36
Sharon D. Hoffman	$20.99	$21.62
Danny Horn	$21.25	N/C
Tiffany Kim Hsiao	$24.42	$25.09
Marilyn Hughes	$19.22	$20.38
Heidi Kammerer	$10.55	N/C
Henry Kramer	$26.73	$28.36
Gail H. McKeel	$23.63	$25.07
Laura L. McNeel	$17.13	$17.67

Randy Morehouse	$20.99	N/C
Stuart Moss	$21.90	$22.55
Tina Myers	$15.46	N/C
Donna Ota	$20.99	$22.27
Debbi Patton	$21.25	N/C
Todd M. Peterson	$20.72	$21.34
David Phillips	$15.46	N/C
Stephen Poulsen	$25.09	$25.89
Terry Don Ramsey	$23.63	$24.34
Terry Rudd	$23.63	N/C
Ruby Sawhney	$15.72	N/C
Vera Schultze	$16.66	N/C
Natalie Stewart	$23.74	$25.09
Bonnie Thornton	$21.90	$22.55
Newcome Wang	$23.63	$25.04
Henry Weeks	$19.80	$20.38
Andrea Westersund	$23.63	$24.34
Anita Whynot	$15.72	$16.19
Nancy Woodard	$11.44	$11.78

EXHIBIT C

Name	Dept.	Revised 7/1/98 Classification of Affected Position
Randy Rowlette	MCSO	Network Analyst 2
Paul Sobolev	MCSO	Network Analyst 2
Renee Fischer	MCSO	Network Analyst 2
Kenneth Shufeldt	MCSO	Network Analyst 2
Glenn Sabrowsky	MCSO	Network Analyst 2
Patricia Snyder	MCSO	Network Analyst 2
Janet Schmidt	Library	Network Analyst 2
John Houston	Library	Network Analyst 2
Bonnie Denning	Health	Network Analyst 3
E. Loanzon	Health	Network Analyst 1
Melodie Kind	Community Justice	Network Analyst 2
Susan J. Williams	Community Justice	Network Analyst 3
Marcus Dettinger	Community Justice	Information systems Analyst 2
Sam Pumpelly	Community Justice	Information Systems Specialist 2
Paul Holloway	Community Justice	Information Systems Specialist 2
Lieu B. Pham	Community Justice	Information Systems Analyst Sr.
Stanley Mason	DSS	Network Analyst 3
Charles Powers	DSS	Network Analyst 3
Stan Mason	DSS	Network Analyst 2

MEETING DATE: JUL 0 1 1999
AGENDA # : R-4
ESTIMATED START TIME: 9:40

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of 1998-01 County-Painters Union contract

BOARD BRIEFING: DATE REQUESTED: N/A
REQUESTED BY:
AMOUNT OF TIME NEEDED:

REGULAR MEETING: DATE REQUESTED: July 1, 1999

AMOUNT OF TIME NEEDED: 5 min.

DEPARTMENT: Support Services DIVISION: Labor Relations

CONTACT: Darrell Murray TELEPHONE #: 248-5135, ext. 22595
BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Darrell Murray

ACTION REQUESTED:

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [x] APPROVAL [ ] OTHER

SUGGESTED AGENDA TITLE:

Ratification of 1998-01 collective bargaining agreement between Multnomah County and the International Brotherhood of Painters and Allied Trades, District Council 5 of Oregon, Washington and Idaho.

7/2/99 ORIGINALS to DARRELL MURRAY

SIGNATURES REQUIRED:

ELECTED OFFICIAL:
(OR)
DEPARTMENT MANAGER: (FOR VICKIE GATES)

99 JUN 22 AM 8:09
MULTNOMAH COUNTY OREGON
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions? Call the Board Clerk @ 248-3277

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Darrell Murray, Labor Relations Manager, D.S.S.

DATE: June 3, 1999

RE: Ratification of 1998-2001 County-District Council of Painters Collective Bargaining Agreement

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1. **Recommendation/Action Requested:** Ratify the tentative 1998-01 collective bargaining agreement between Multnomah County and the International Brotherhood of Painters and Allied Trades, District Council 5 of Oregon, Washington and Idaho.

2. **Background/Analysis**: The main substantive changes from the pre-existing agreement are as follows:

   - **Article 6, Holidays:** Effective July 1, 1999 two personal holidays will be folded into employees' annual vacation accrual.

   - **Article 7, Vacation Leave:** Language implements the folding of two personal holidays into vacation accrual effective July 1, 1999.

   - **Article 10, Health and Welfare:** This article has been amended to implement a joint labor-management committee that will manage the medical and dental insurance plans in the context of a limitation on increases in employer contributions that takes effect July 1, 1999.

   - **Article 11, Pensions:** The bargaining unit will be placed back on PERS pick up within 60 days of contract signing.

   - **Article 15, Wages:** Employees will receive a 3.3% increase retroactive to July 1, 1998. The increase will be 3% July 1, 1999, minus any offset for excess insurance premiums. The unit will receive a 3% increase on July 1, 2000, again minus any offsets for excess insurance premium costs.

     Shift differential, which has not been increased in the past at the time other units received the increases, will increase $0.30 for evening shift and $0.35 for night shift. There are no positions on either shift at this time.

Employees will also be eligible for a county-subsidized bus pass. In light of the work location for painters, use of this benefit is anticipated to be very limited. The premium for spray paint and toxic vinyl paint work is increased by $0.10 per hour, to $0.35.

Double time has been reduced, consistent with the approach taken in the Local 88 contract.

- **Article 21, Termination:** The contract is for three years ending June 30, 2001.

3. **Financial Impact:** On-going Cost increases arising out of this agreement are very roughly $4,500 per year for FY 98-99, $4,300 per year for FY 99-00 and $4,000 per year for FY 00-01.

4. **Legal Issues:** None.

5. **Controversial Issues:** None.

5. **Link to Current County Policies:** This agreement is consistent with and supportive of the County's dual objectives of improving quality of services while ensuring that the County remains an excellent place to work.

7. **Citizen Participation:** N/A.

8. **Other Government Participation:** N/A.

AGREEMENT

Between

MULTNOMAH COUNTY, OREGON

AND

INTERNATONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES

AND

DISTRICT COUNCIL 5 OF OREGON, WASHINGTON AND IDAHO, AFL-CIO

ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and International Brotherhood of Painters and Allied Trades and District Council 5 of Oregon, Washington and Idaho, AFL-CIO, hereinafter referred to as the "Union."

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment consistent with the County's objective of providing ever improved services to the public of Multnomah County.

The parties agree as follows:

ARTICLE 2

RECOGNITION

1. The County recognizes the Union as the sole and exclusive bargaining agent for all non-supervisory employee members of the bargaining unit for the purpose of establishing salaries, wages, hours, and other conditions of employment. The classifications covered by this Agreement are listed in Addendum A attached hereto and made a part hereof.

ARTICLE 3

UNION SECURITY AND CHECK OFF

1. The County agrees to furnish the Union, each month, a listing of all new employees covered by this Agreement hired during the month and of all employees who terminated during the month. Such listing shall contain the names of the employees, along with their job classifications, work locations, and home addresses.

2. The County agrees to deduct each pay period from the pay of employees covered by this Agreement as applicable:

a. One-half (.5) of the current monthly Union membership dues of those Union members who individually request such deductions in writing on the form attached hereto as Addendum B; or

b. One-half (.5) of the current monthly service fee, in lieu of dues, or such lesser amount as determined by Subsection d. below, from any employee who is a member of the bargaining unit and who has not joined the Union within thirty (30) days of becoming an employee. This service fee shall be segregated by the Union and used on a pro rata basis solely to defray the cost of its services in negotiating and administering this contract.

c. The Union expressly agrees that it will safeguard the rights of non-association of employees, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay the in-lieu-of-dues payment to a non-religious charity mutually agreed upon by the employee making such payment and the Union, or in lieu thereof, the employee shall request that such in-lieu-of-dues payment be not deducted and shall make such payment to a charity as heretofore

stated and shall furnish written proof to the Union and the County, when requested, that this has been done.

d. The Union expressly agrees that no funds derived from the in-lieu-of-dues payment shall be expended for political purposes by the Union.

The amount of monthly service fee shall be set at the amount of dues generally deducted less any present or future service, benefit, or activity not enjoyed by non-Union members of the bargaining unit.

The amounts to be deducted shall be certified to the County by the Financial Secretary of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Treasurer of the Union by the first day of the succeeding month after such deductions are made.

ARTICLE 4

MANAGEMENT RIGHTS

The County shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the department; determining the levels of service and methods of operation including subcontracting and the introduction of new equipment; the right to hire, layoff, transfer, and promote; to discipline or discharge for cause; the exclusive right to determine staffing, work schedules, and assign work; and any other such rights not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement, are not subject to the grievance procedure.

ARTICLE 5

NO STRIKE

No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing, or strike at any County facility or at any location in the County where County services are performed during the life and duration of this Agreement. If any such work stoppage, slowdown, picketing, or strike shall take place, the Union will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established in the County by any labor organization when called upon to cross such picket line in the line of duty. Any employee engaging in any activity in violation of this article shall be subject to immediate disciplinary action or discharge. It is understood, however, that no employee shall be disciplined or discharged for refusal to cross the picket line when directed to perform work which does not properly fall within the scope and jurisdiction of this local Union.

ARTICLE 6

HOLIDAYS

1. Holidays.

The following days shall be recognized and observed as paid holidays for full-time employees:

- New Year's Day (January 1st)
- Dr. Rev. Martin Luther King Jr.'s Birthday (3rd Monday in January)
- Washington's Birthday (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veterans' Day (November 11th or day of County Observance)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25th)
- Four (4) hours on either Christmas Eve or New Year's Eve at the discretion of the employee with the consent of employee's supervisor, provided that if the supervisor determines that holiday usage on either date is impracticable, the employee shall be credited with four (4) hours of Personal Holiday.

- 2 Personal Holidays for Fiscal Year 1998-99. Personal Holidays may be used at the discretion of the employee with the consent of his or her employer; PROVIDED, HOWEVER, an employee must be employed for at least three (3) months before the first Personal Holiday may be used and must be employed for at least nine (9) months before the second Personal Holiday may be used. Personal Holiday time will be charged in accordance with the uniform time charging provisions of Article 14. In all cases, Personal Holidays must be taken by the end of each fiscal year (June 30th).

- Effective July 1, 1999, the two personal holidays referenced above are incorporated in the vacation accrual rate provided for in Article 7, Vacation Leave.

2. Holiday Observance.

a. If the holiday falls on an employee's first scheduled day off, the preceding work day will be observed as that employee's holiday.

b. If the holiday falls on an employee's second or third day off, the following normally scheduled work day will be observed as that employee's holiday.

3. Holiday Pay.

Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. To be eligible for holiday pay, full-time employees must be in pay status both on the day before and on the day after the observed holiday.

4. Holiday During Leave.

Should an employee be on authorized leave with pay when a holiday occurs, such holiday shall not be charged against such leave.

5. Holiday Work.

Full-time employees required to work on a recognized holiday will be compensated at one-and-one-half (1-1/2) times their regular rate of pay for the holiday worked in addition to their regular holiday pay.

6. Holiday During Week.

If the holiday occurs between two (2) working days, it may be shifted to the beginning or the end of a week to prevent disrupting a project at the County's discretion.

ARTICLE 7

VACATION LEAVE

1. Accrual.

Each full-time employee is entitled and shall earn annual vacation leave credit from the first full pay period of employment. However, employees are not entitled to any leave with pay until they have been employed for a period of twelve (12) months of service.

For the period July 1, 1998 through July 1, 1999, vacation credits shall be earned in accordance with the following schedule:

a. Less than 10,440 straight time hours (five (5) years) of continuous service, .0385 hours per hour worked, cumulative to 200 hours. After twelve(12) months of service, an employee shall be entitled to two (2) weeks (i.e., eighty (80) hours) vacation.

b. 10,440 straight time hours (five (5) years), but less than 20,880 straight time hours (ten (10) years) of continuous service, .0577 hours per hour worked, cumulative to 240 hours; and shall be entitled to three (3) weeks (i.e., one hundred twenty (120) hours) vacation.

c. 20,880 straight time hours (ten (10) years), but less than 31,320 straight time hours (fifteen (15) years) of continuous service, .0769 hours per hour worked cumulative to 320 hours; and shall be entitled to four (4) weeks (i.e., one hundred sixty (160) hours) vacation.

d. 31,320 or more straight time hours (fifteen (15) years) of continuous service, .0961 hours per hour worked cumulative to 400 hours; and shall be entitled to five (5) weeks (i.e., two hundred (200) hours) vacation.

Effective July 1, 1999, vacation credits shall be earned in accordance with the following schedule:

a. Less than 10,440 straight time hours (five (5) years) of continuous service, .0462 hours per hour worked, cumulative to 200 hours, and shall be entitled to two and four-tenths (2.4) weeks (i.e., ninety-six (96) hours) vacation.
After twelve (12) months of service, an employee shall be entitled to twelve (12) days (i.e., ninety six (96) hours) vacation.

b. 10,440 straight time hours (five (5) years), but less than 20,880 straight time hours (ten (10) years) of continuous service, .0654 hours per hour worked, cumulative to 240 hours; and shall be entitled to three and four-tenths (3.4) weeks (i.e., one hundred thirty-six (136) hours) vacation.

c. 20,880 straight time hours (ten (10) years), but less than 31,320 straight time hours (fifteen (15) years) of continuous service, .0846 hours per hour worked cumulative to 320 hours; and shall be entitled to four and four-tenths (4.4) weeks (i.e., one hundred seventy-six (176) hours) vacation.

d. 31,320 or more straight time hours (fifteen (15) years) of continuous service, .1038 hours per hour worked cumulative to 400 hours; and shall be entitled to five and four-tenths (5.4) weeks (i.e., two hundred sixteen (216) hours) vacation.

2. Vacation Times.

Employees shall be permitted to choose either a split or entire vacation. Whenever possible, consistent with the needs of the County and requirement for vacation relief, employees shall have the right to determine vacation times; but, in any case, vacation times shall be selected on the basis of seniority; however, each employee will be permitted to exercise his or her right of seniority only once. Sign up for vacation shall be in weekly increments. Used vacation shall be charged in accordance with the uniform time charging provisions of Article 13.

3. Termination or Death.

After six (6) months of service, upon the termination of an employee for any reason, all accumulated vacation shall be paid to the employee.

In the event of the death of the employee, all accumulated vacation shall be paid to the employee's beneficiary. Such payment shall be paid directly to an employee's beneficiary as designated on employee's Life Insurance enrollment card.

ARTICLE 8

SICK LEAVE

1. Accrual.

Employees shall accrue sick leave at the rate of .0461 hours for each hour worked to be used in the event of their illness or the illness of a member of their immediate household. Sick leave may be accrued on an unlimited basis.

Absence due to sickness in excess of three (3) days must be verified by a physician's certificate at the request of the County.

2. Bereavement Leave.

An employee shall be granted not more than three (3) days leave of absence with full pay in the event of death in the immediate family of the employee to make household adjustments or to attend funeral services. For purposes of Bereavement Leave, an employee's immediate family shall be defined as spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, or brother-in-law. In relationships other than those set forth above, under exceptional circumstances such leave of absence may be granted by the County Chair upon request.

3. Reporting of Sick Leave.

An employee who must be absent by reason of illness or injury shall make reasonable effort to notify his or her immediate supervisor at least one (1) hour before the beginning of his or her scheduled shift.

4. Disability Insurance.

Any employee covered by this Agreement may participate in the short term

disability insurance program; the monthly premium to be paid individually through payroll deduction.

ARTICLE 9

OTHER LEAVES

1. Leave of Absence.

Consistent with the needs of the County, leaves of absence without pay for a limited period not to exceed thirty (30) days will be granted by an employee's appointing authority for any reasonable purpose, and such leaves may be renewed or extended for any reasonable period up to one (1) year.

Any employee who has been granted a leave of absence and who for any reason fails to return to work at the expiration of said leave of absence shall be considered as having resigned his or her position with the County, and his or her position shall thereupon be declared vacated, except and unless the employee prior to the expiration of his or her leave of absence has made application for and has been granted an extension of said leave or has furnished evidence that he or she is unable to return to work by reason of sickness or physical disability.

2. Jury Duty.

Employees shall be granted leave with full pay in lieu of jury fees any time they are required to report for jury duty. If an employee is excused or dismissed prior to end of the normal work shift, he shall report back to work if practicable. Procedures for reporting back to work shall be as specified by the division head.

3. Voting Time.

Employees shall be granted two (2) hours to vote on any election day if due to shift scheduling they would not be able to vote.

4. Union Business.

Employees elected to any Union office or selected by the Union to do work which

takes them from their employment with the County shall, at the written request of the Union, be recommended in accordance with the leave provisions set forth in Multnomah County Code 3.10.260 or its successor for a leave of absence exceeding thirty (30) days. Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence at the request of the Union.

5. Educational Leave.

After completing one (1) year of service, an employee, upon request, may be granted a leave of absence without pay for educational purposes at an accredited school when it is related to his or her employment. The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended upon the request of the employee when necessary.

One (1) year leaves of absence for educational purposes, including any requested extension, may not be granted more than once in any three (3) year period.

Employees may also be granted leaves of absence with or without pay for educational purposes for reasonable lengths of time to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, provided it does not interfere with the operation of the County.

6. Military Leave.

Employees who have served with the County for six (6) months or more immediately preceding an application for military leave, and who are members of the National Guard or any reserve components of the Armed Forces of the United States, are entitled to a leave of absence with pay from their duties for a period not exceeding fifteen (15) calendar days or eleven (11) work days in any calendar year. Employees will be granted a leave of absence

without pay for any additional time needed for the purpose of discharging their obligation of annual active duty for training in the military reserve or National Guard.

ARTICLE 10

HEALTH AND WELFARE

1. Medical and Dental Insurance

A. County Contribution Toward Insurance Premiums

I. Full-time employees

a. Medical/vision insurance

Unless the union elects to require out of pocket premium contributions by individual employees pursuant to section 1(A)(IV) below, the County agrees to pay the monthly premium for the purchase of medical/vision benefits on behalf of each eligible full-time employee and his or her dependents under one of the following plans:

- Kaiser HMO plan (array number 1A5FAEP); or
- The County's self-insured indemnity plan, which is administered by ODS Health Plan at the signing of this Agreement (Amendment No. 4 to Contract No. 9400 between Multnomah County and ODS Health Plan, dated January 1, 1992); or
- Any other medical/vision benefits plan mutually endorsed by the County and the Multnomah County Employees' Benefits Board (MCEBB) under the provisions of "Section 3" below; or
- Any successor medical/vision benefits plan implemented under the terms of "Section 4" below.

b. Dental insurance

Unless the union elects to require out of pocket premium contributions by individual employees pursuant to Section I(A)(IV) below, the County agrees to

pay to the Health Fund the monthly premium for the purchase of dental benefits on behalf of each eligible full-time employee and his or her dependents under one of the following plans:

- Kaiser HMO plan (array number 2CA); or
- The County's self-insured indemnity plan administered by ODS Health Plan at the signing of this Agreement (Amendment No. 3 to Contract No. 3600); or
- Any other dental benefits plan mutually endorsed by the County and the Multnomah County Employees' Benefits Board (MCEBB) under the provisions of "Section 3" below; or
- Any successor dental benefits plan implemented under the terms of "Section IV" below.

II. Part-time employees

a. Part-time premium payments

Unless the union elects to require out of pocket premium contributions by individual employees pursuant to Article 15, Section 1 (b) and (c), part-time employees shall receive full medical/vision and dental benefits upon payment of fifty percent (50%) of the monthly premium by the employee to the Health Fund. If the union does elect to require additional premiums under one or both of the above cited provisions, the part-time employee's share shall be fifty percent (50%) of the total premium, plus the additional premium. Such payments will be made through payroll deductions on a pre-tax basis, unless the employee requests post-tax deductions. Participation in a medical/vision plan and payment of premiums is mandatory for employees who do not "opt out" under the provisions of "Section B" below. Participation in the dental plan is optional.

b. Premium reimbursements for full-time work

Part-time employees who work full time (at least .8 FTE) for six consecutive pay periods will be reimbursed by the Health Fund for premium payments made to the Health Fund up to fifty percent of the amount the County would have contributed on their behalf as a full-time employee for those payroll periods, adjusted for taxes. However, such payment will be made only upon written request within 90 days of the last payroll period of full-time work.

III. Retirees. Provisions governing retiree participation in County medical and dental plans are in Addendum F. However, if the union elects to require additional employee contributions by payroll deduction pursuant to Article 15, Section 1 (b) or (c) of this agreement, the employer contribution toward eligible retirees' insurance under Addendum F of this agreement shall be 50% of the employer contribution it makes for an active employee on the same plan and participation level, rather than 50% of premium.

IV. Increases In County Contributions. The County shall pay the full premium for medical and dental coverage for fiscal year 1998-99. The County's contribution in FY 1999-2000 and 2000-01 at each level of plan participation (i.e. one party, two party or family) within each medical and dental plan shall increase three percent (3%) over the County contribution rates in effect for the preceding fiscal year after adjustment for any supplemental wage increase paid in the preceding fiscal year pursuant to this subsection IV. Thereafter, the County's contribution toward each plan at each level of participation will increase on July 1 of the applicable fiscal year by a percentage equal to the percentage increase in the consumer price index ("CPI") after adjustment for any supplemental wage increase paid in the preceding fiscal year pursuant to this subsection IV. For purposes of this article the CPI used shall be the

Portland Urban and Clerical Wage earners index (CPI-W, 1982-84=100 base except 1993-95 = 100 base for reports on or after January 1, 1999) reported for the twelve (12) months ending December 31 immediately preceding the July 1 on which the contribution increase will take effect (i.e. the second-half report). Premium increases for July 1 of a fiscal year beginning on or after July 1, 1999 that exceed the amount of the increase in the County's contribution shall be paid by employees as a uniform percentage offset to the base wage rate schedule. However, for fiscal years beginning on or after July 1, 2000, the union may elect to absorb such excess costs through individual employee payroll deduction of excess premiums. If it wishes to elect the payroll deduction option the union shall deliver written notice of such election to the County Labor Relations Manager no later than March 1 preceding the July 1 on which such premium increases are to take effect. The increase in the employees' aggregate contribution in any fiscal year, by wage rate offset or payroll deduction, shall not exceed three quarters of one percent (0.75%), calculated in accordance with the Budget Manager's memoranda described below. Premium increases in excess of this amount shall be paid by the County. If on July 1 of a fiscal year premiums decrease, or if they increase in an amount less than the increase in the County's contribution, the increase over the preceding fiscal year in the difference between the amount of the County's contribution and the premiums for the plans shall be paid to bargaining unit members as a uniform percentage wage adjustment on the wage schedule unless the County proposes and the MCEBB decides, by unanimous vote, to direct these amounts toward other Health Fund purposes. Such supplemental wage increase shall not exceed three quarters of one percent (0.75%) of the rates in effect June 30 preceding the effective date of the increase. The amount of such excess County contribution and such wage increases (or calculation of amounts available for MCEBB to redirect) or wage offsets (or amounts payable by payroll deduction)

called for under this section shall be calculated and certified to the union according to the Total Compensation Costing Memorandum from the County Budget Manager to the County Labor Relations Manager dated May 18, 1998 and as supplemented by the Budget Manager's memorandum dated June 2, 1998.

B. "Opt-out": Cash in Lieu of Medical/Vision Benefits

I. "Opt-out" payment amounts

a. Full-time employees

Full-time employees who certify themselves as covered under another medical/vision plan may elect to "opt out" of County medical/vision benefits coverage, and receive an amount equivalent to 33% of the highest contribution made by the County towards two-party medical/vision premium instead. Full-time employees who "opt out" of medical/vision benefits coverage may still receive dental benefits; a dental benefits "opt-out" payment is not available.

b. Part-time employees

Part-time employees who certify themselves as covered under another medical/vision plan may elect to "opt out" of County medical/vision benefits coverage, and receive one-half of 33% of the highest contribution made by the County toward two-party medical/vision premium. Part-time employees may opt out of medical/vision coverage and still elect County dental coverage by paying for one half of the premium for such coverage as required under "Section A.II.a" above.

II. Loss of non-County coverage

If an employee who has "opted out" of County coverage loses his or her non-County coverage, he or she may enroll in the County plan within ninety (90) days of losing

the non-County coverage without waiting for the annual Open Enrollment period. County coverage will be effective the first day of the month following receipt of the enrollment form by Employee Benefits.

C. Default Enrollment

Employees who fail to submit an enrollment form for "Opt-out" or for the medical/vision and dental benefits plans described in "Section 1.A" above within 31 days of hire will be enrolled in the County's self-insured medical and dental plans or such other plan as is designated by the MCEBB pursuant to section 3 below by default. Eligible dependents of such employees may be enrolled in the same plans if the employee submits application within 15 days of receiving notice of his or her default enrollment. Part-time employees who are enrolled by default must pay for medical/vision and dental benefits coverage as provided in "Section A.II.a" above.

D. Eligible Dependents

I. Spouses and domestic partners

a. Enrollment

Employees may enroll spouses and domestic partners in County medical and dental plans upon completion of the County's Affidavit of Marriage or Domestic Partnership and applicable enrollment forms. Enrollment times and other procedures for administration of the medical/vision and dental insurance plans shall be applied to employees with domestic partners in the same manner as to married employees to the extent allowed by the law.

b. Definitions

i. A "spouse" is a person to whom the employee is married under Oregon law.

ii. A "domestic partner" is a person with whom the employee:

- Jointly shares the same permanent residence for at least six months immediately preceding the date of signing an Affidavit of Marriage or Domestic Partnership; and intends to continue to do so indefinitely; and
- Has a close personal relationship.

In addition, the employee and the other person must share the following characteristics:

- Are not legally married to anyone;
- Are each eighteen years of age or older;
- Are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon;
- Were mentally competent to contract when the domestic partnership began;
- Are each other's sole domestic partner;
- Are jointly responsible for each other's common welfare including "basic living expenses" as defined in the Affidavit of Marriage or Domestic Partnership.

c. Termination of coverage

Employees must remove a spouse or domestic partner from coverage within 90 days of divorce, or annulment, or dissolution of the domestic partnership. Employees who fail to remove an ineligible spouse or domestic partner within 90 days will be required to reimburse the County Health Fund for premiums paid after the 90 day window, or be taxed on the benefit, or both.

II. Children

a. Enrollment

Eligible children of the employee or the employee's spouse or

domestic partner may be enrolled in the medical and dental insurance plans described in "Section 1".

b. Definition

"Eligible children" includes any unmarried biological or adoptive child under the age of 23 who is a dependent under the federal tax code; or a court appointed ward; or anyone under the age of 23 for whom the employee is required by court order to provide coverage. "Eligible children" may also include dependent children over the age of 23 who became permanently disabled prior to the age of 23, and the children of children who are currently enrolled.

c. Termination of coverage

Employees must remove from coverage a child who has become ineligible because he or she is 23 years old, or for any other reason within 90 days of disqualification. Employees who fail to remove an ineligible child within 90 days of disqualification will be required to reimburse the County Health Fund for premiums paid after the 90 day window, or be taxed on the benefit, or both.

E. When Benefits Coverage Begins and Ends

I. Coverage for new employees

a. Medical benefits

The employee and eligible dependents will be covered by medical benefits the first day of the month following hire, provided the employee has submitted an enrollment form prior to that date. Employees who submit a form after the first day of the month following hire, but within 31 days of hire, will be covered the first day of the month following receipt of the form by Employee Benefits. Employees who do not submit a form within 31 days

of hire will be covered the first day of the month following default enrollment as provided under "Section 1.C" above.

b. Dental benefits

The employee and eligible dependents will be covered by dental benefits the first day of the month following six continuous months of employment, if Employee Benefits has received an enrollment form prior to that date. Employees who have not submitted a timely enrollment form will be covered the first day of the month following default enrollment as provided under "Section 1.C" above.

II. Benefits coverage for terminating employees

a. Retirees

i. County-subsidized coverage

Benefits options for retirees are provided for in Addendum F.

ii. Unsubsidized benefits

Retirees may continue to participate in County medical and dental benefits plans on a self-pay basis as mandated by law.

b. Other terminating employees

i. County-subsidized coverage

If the employee's last regularly scheduled work day in pay status falls on or before the fifteen (15th) day of the calendar month in which the employee's County employment terminates, medical/vision and dental benefits toward which the County has contributed will lapse at the end of that calendar month. If such work day falls after the fifteen (15th) of the calendar month in which the employee's County employment has terminated,

coverage toward which the County has contributed will lapse at the end of the following calendar month. (Example: Employee A's last day is July 15. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B's last day is July 16. Employee B's coverage toward which the County has contributed will lapse August 31.)

ii. Unsubsidized benefits

Terminating employees may continue to participate in County medical and dental benefits plans on a self-pay basis as mandated by law.

III. Employees on unpaid leaves of absence

a. Leaves of less than 30 days

Employees' benefits coverage will be unaffected by unpaid leaves of absence of less than 30 days' duration.

b. FMLA leaves

The County will contribute toward medical/vision insurance coverage during unpaid FMLA leave as required by law. In addition, the County will continue any monthly contributions toward dental insurance coverage as long as legally required contributions toward medical/vision coverage continue. If the employee remains on unpaid leave for more than 30 days after FMLA leave is exhausted, the leave will be treated as an unpaid leave of absence per "Subsection c.i" below, except that the last day of FMLA leave will be deemed the employee's last day in pay status.

c. Non-FMLA unpaid leaves

i. Lapsing of County-subsidized coverage

If the employee's last regularly scheduled work day in pay status falls on or before the fifteen (15th) day of the calendar month coverage toward which the

County has contributed will lapse at the end of that calendar month. If such work day falls after the fifteen (15th) of the calendar month, coverage toward which the County has contributed will lapse at the end of the following calendar month. (Example: Employee A goes on non-FMLA unpaid leave effective July 15. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B goes on non-FMLA unpaid leave July 16. Employee B's coverage toward which the County has contributed will lapse August 31.)

ii. Unsubsidized benefits.

Employees may continue to participate in County medical and dental benefits plans on a self-pay basis as mandated by law.

iii. Continuation of benefits upon return from a leave of absence without pay.

(a) Employees returning from a leave of absence without pay will be reinstated to the same medical and dental plans (or successor plans) they had when they left. If they return from leave the first day of the month, coverage will be in effect upon their return from leave; otherwise, coverage will be in effect the first day of the month following their return from leave.

(b) Employees returning from unpaid non-FMLA leave in the following July to June plan year may enroll in different plans within 31 days of their return. If enrollment forms are received on the first day of the month, the changes will be effective that day; otherwise, changes will be in effect the first day of the month following receipt of the forms.

2. Other Benefits

A. Flexible Spending Accounts

I. Medical expenses

To the extent permitted by law, Medical Expense Reimbursement Plan (MERP) accounts, which allow employees to pay for deductibles and unreimbursed medical, dental, and vision expenses with pre-tax wages, will be available according to the terms of the Multnomah County Medical Expense Reimbursement Plan number 504.

II. Dependent care expenses

To the extent permitted by law, Dependent Care Assistance Plan (DCAP) accounts, which allow employees to pay for dependent care with pre-tax wages, will be available according to the terms of the Multnomah County Dependent Care Assistance Plan number 502.

B. Life Insurance

The County agrees to provide each employee covered by this Agreement with term life insurance in the amount of twenty thousand dollars ($20,000). Employees may purchase supplemental term life insurance coverage for themselves, their spouse or their domestic partner consistent with carrier contract(s) by payroll deduction. Premiums will vary according to age of the insured.

C. Emergency Treatment

Employees will be provided with emergency treatment for on-the-job injuries, at no cost to the employees, and employees as a condition of receipt of emergency treatment, do agree to hold the County harmless for injuries or damage sustained as a result thereof, if any. Employees further will promptly sign an appropriate Workers' Compensation claim form when presented by the employer.

D. Disability Insurance

I. Short Term Disability Insurance

Short term disability insurance benefits are provided for under Article 8, Section 4.

II. Long Term Disability Insurance.

Effective July 1, 1993, the County shall provide bargaining unit members with a group Long Term Disability Insurance Policy with the same terms as apply to Corrections Officers under Standard Insurance Policy No. 607217, including a ninety (90) day waiting period.

4. The Multnomah County Employees' Benefits Board (MCEBB)

The Union agrees to participate as a member of the MCEBB jointly with representatives of the County's other bargaining units and its non-represented employees under the provisions below:

A. Membership

Each Union or Association representing a bargaining unit of County employees shall, upon the effective date of an authorizing provision in their respective collective bargaining agreements, be a member of the Multnomah County Employees' Benefits Board. In addition, exempt employees will be deemed a member unit with the same voting privileges as the bargaining unit members.

B. Participation by Employees

1. One employee representative from the Brotherhood of Painters and Allied Trades of American Painters District Council 55 bargaining unit may attend meetings with pay. In addition, the Painters business agent may attend.

2. Representatives from other bargaining units may attend per the provisions of their collective bargaining agreements.

3. The Chair will appoint two exempt employees. One (1) will represent exempt employee interests and one shall represent the County's interests as an employer.

4. Other persons will attend as needed on a non-voting basis.

C. Purpose

The purpose of the MCEBB is to:

1. Provide a County-wide forum for education and discussion regarding Health and Welfare issues.

2. Provide a mechanism for responsibly modifying health and welfare benefits during the term of the Agreement as part of the total compensation approach detailed in Article 15, "Section 1.b" and "Section 1.c"

3. Provide a mechanism for coherently implementing legally mandated changes to the health and welfare benefits package.

4. Constitute an interim step in a movement to a more formal structure of governance for matters relating to health and welfare benefits and the Health Fund.

5. Research the feasibility of legal mechanisms for creating a more formal structure for joint benefits and Health Fund governance.

D. Health Fund. The County shall maintain a fund into which it pays its monthly medical, dental, and vision insurance contributions and into which any employee share of the monthly cost for such insurance is paid. Premium charges, reinsurance charges, claims and other costs normally encompassed by premium or premium equivalents shall be paid from this account.

E. Long-Term Cooperation:

1. Beginning not later than July 1, 1999, the County's Labor Relations Manager

shall meet and confer with the Benefits Manager and representatives designated by the union to develop mutually acceptable plans for long-term financing, within a total compensation context, and joint management of the County's medical, dental, and vision insurance plans. If the representatives are able to reach a specific tentative long-term agreement, they shall each report such terms to their respective constituents for formal consideration. If approved by the union's members and Board of Commissioners, the terms of the tentative agreement shall be implemented as provided therein.

2. If, by January 1, 2001, a long-term agreement is approved by bargaining unit members and the Board of Commissioners pursuant to 1 above, the County shall, at 11:59:59 p.m., June 30, 2001, contribute six hundred sixty dollars ($660) to an excess stabilization reserve fund; PROVIDED, that this sum may be reduced by mutual agreement to the extent that it is drawn upon in the course of securing a long-term agreement pursuant to 1 above. Excess stabilization reserve funds shall be segregated for accounting purposes from other monies and assets in the Health Fund. However, they may be used in the same manner as other money in the Health Fund.

3. If, by January 1, 2001, a long-term agreement is approved by bargaining unit members and the Board of Commissioners as provided in one above, and if the employee share of any premium increases has been covered in FY 99-00 and 00-01 by an offset against the applicable July 1 wage increases, the County shall at 11:59:59 p.m., June 30, 2001, prospectively increase straight time base hourly wage rates by a percentage that will restore rates to the level they would have achieved had the FY 99-00 and 00-01 offsets, if any, been only half the actually implemented pursuant to Article 10, Section 1(A)(IV) of this agreement. If the union elects to cover employee contributions by payroll deduction in lieu of such offsets in either FY 99-00 or

00-01 or both, the percentage wage increase provided by this paragraph shall be the same as if the employee premium payments had been taken in the form of wage offsets in each of those fiscal years.

F. Meetings

The committee will meet no less often than quarterly beginning October 1, 1998 or within the first calendar quarter after the parties sign this agreement.

G. Authority

The MCEBB is authorized to endorse or to veto changes to the health and welfare benefits package proposed by the Benefits Administrator for their consideration. The Administrator will propose changes no later than April for implementation the following July 1. He or she may also propose changes at any other time he or she deems prudent. Once approved by the MCEBB, endorsed changes will be implemented.

H. Voting

Each bargaining unit will have one vote. Each bargaining unit will designate one voting representative who will cast the unit's vote for or against a proposed change. The Chair will designate one of the two management members to cast the management unit vote. A proposed change will have been endorsed by the MCEBB if all MCEBB votes are cast in favor of the change.

I. Allocation of Costs and Savings to the Bargaining Unit

Unless otherwise agreed in writing by memorandum of understanding between the parties pursuant to Article 20 of this agreement, allocation of any costs or savings from the implementation of any modifications approved by the MCEBB, as specified above, shall be on a case specific basis for those plan changes for this bargaining unit, i.e. the allocations will vary

between bargaining units depending on the varied impact of changes to the particular plan design. These cost calculations shall be reasonably determined based on accepted actuarial practices by the County's benefit consultants. Such determination of allocation amounts will specifically be without regard to funding reserve levels, except for reasonable, legitimate, plan specific Incurred But Not Reported (IBNR) Reserves. (Note: See memoranda cited in Article 15, Section 1.b and Section 1.c for use of these calculations in conjunction with CPI increases.)

J. Modification of Provisions Governing MCEBB.

Structural changes to the MCEBB may be made by memoranda of agreement signed by all participating unions and the Chair's designee for labor relations pursuant to Article 20 of this Agreement.

IV. Successor Insurance Plans

In the event any of the above insurance plans are no longer provided by the County, the County, following consultation with the MCEBB, agrees to provide to affected employees a substitute plan of the same service delivery type, if available, at substantially the same or a better benefit level.

ARTICLE 11

PENSIONS

1. PERS.

The County shall continue to participate in the Oregon Public Employees Retirement System (PERS) pursuant to the Intergovernmental Integration Agreement between the County and PERS, dated January 22, 1982.

2. PERS Pick-up and "Pick-up" Under IRC Section 414(h)(2).

A. Effective no later than sixty (60) after the date this agreement is signed by the parties hereto the County shall resume "pick-up" of the required 6% employee contribution to PERS as provided in ORS 237.075. The transition to the PERS pick up as provided above shall be accomplished by multiplying the rates and ranges of employees covered by the bargaining unit by 0.9434. The PERS pick up contribution and other wage-based payments under this agreement shall be premised on the resulting figures. The parties acknowledge that the PERS pick up payment is inapplicable to employees who are not PERS members due to insufficient service.

(B) Until the County resume pick up of PERS contributions under ORS 237.075 as provided above, to the extent allowable by law, the required employee contribution of 6% of wages to PERS is deemed to be "picked up" by the County for limited purposes of Section 414(h)(2) of the Internal Revenue Code and any related federal or state tax policies, but for other purposes, the contribution shall be considered to have been by the employee, and payment by the employee of the 6% contribution through payroll deduction is mandatory for each employee who is a member of PERS. Employees do not have the option of

receiving the wage payment in cash and paying the PERS contribution directly. The taxable wages of employees on the W-2 form for federal and state income tax purposes will not include the contribution to PERS.

3. Sick Leave in Application to Final Average Salary.

In accordance with the terms of ORS 237.153, one-half of the value of accumulated sick leave with pay will be applied to final average salary for the purpose of pension benefit determination.

ARTICLE 12

WORKERS' COMPENSATION AND

SUPPLEMENTAL BENEFITS

1. All members of the bargaining unit will be provided full coverage as required by the Oregon Workers' Compensation Act.

2. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers' Compensation Law shall not interrupt his or her continued period of employment with reference to accrual of seniority unless the employee's doctor, the State Workers' Compensation Department or Board, or the employee certifies to the County in writing that the employee will be permanently disabled to such an extent that he or she will be unable to return to the County and fully perform the duties of the position he or she last occupied. In such event, the employee's status shall be governed exclusively by applicable state statutes related to re-employment and non-discrimination. If injured during probation, the probationary period may be extended by written agreement of the Union, employee, and County.

3. The County shall supplement the amount of Workers' Compensation benefits received by the employee for temporary disability due to occupational injury, illness, or disease by an amount which, coupled with

Workers' Compensation payments, will insure the disabled employee the equivalent of one hundred percent (100%) of his or her semi-monthly net take-home pay subject to the following conditions:

a. Supplemental benefits shall only be payable for those days compensable under Workers' Compensation Law as time loss on an approved claim.

b. To the extent not compensated by Workers' Compensation benefits, the first day of occupational disability shall be compensated as time worked.

c. To the extent not compensated by Workers' Compensation benefits, the day following the first day of occupational disability and the next succeeding day shall be compensated as sick leave if such days would have been workdays.

d. Supplemental benefits shall only be payable for those days compensable under Workers' Compensation Law as time loss on an approved claim. For employees with approved claims, supplemental benefits shall be paid for no more than three hundred and twenty (320) hours of the employee's regular working hours or for a period equal to the amount of accrued sick leave hours at the time of injury, whichever is greater. Such payments shall not be chargeable to accrued sick leave.

4. If a Workers' Compensation claim is denied or if the employee accepts a compromise settlement of a disputed claim, the employee's absence from work shall, to the extent not compensated as Workers' Compensation time loss, be paid from and charged against his or her sick leave.

5. If a Workers' Compensation claim which has been denied is later held compensable upon appeal, any time loss benefits shall be reimbursed by the employee to the County and the employee's sick leave account credited with an equivalent number of days.

6. Nothing in this article may be construed to permit borrowing of sick leave not accrued by and available to the employee.

7. The County shall continue to provide medical and dental benefits for employee and dependent(s) from the first day of occupational disability subject to the limitations of the Health and Welfare Article, if any, for a period of one year.

8. The County shall continue to make retirement contributions, based upon the appropriate percentage of the gross dollar amount of supplement benefits paid, throughout the period that the employee receives such benefits.

ARTICLE 13

HOURS OF WORK

1. Regular Hours.

The regular hours of work each day shall be consecutive except for interruptions for meal periods.

2. Work Day.

a. The regular hours of work each shift shall be consecutive except for interruptions for meal periods.

b. Employees on a five (5) day per week work schedule shall work eight (8) hours per day excluding the meal period. (Winter Schedule)

c. Employees on a four (4) day per week work schedule shall work ten (10) hours per day excluding meal period. (Summer Schedule)

3. Work Week.

The work week shall consist of consecutive days. In no case shall the work week be for more than forty (40) hours excluding the meal period.

4. Work Schedules.

Work schedules showing the employee's shift, work days, and hours shall be posted on all department bulletin boards at all times. Except as otherwise provided by this section, work schedules for any work shift shall not be changed unless the changes are posted for ten (10) work days. This posting requirement shall not apply (a) in emergency situations and during the

duration of the emergency, or (b) when the employee and his or her supervisor mutually agree to

waive the posting requirement in writing.

5. Reduced Work Week.

In the event that the financial budget situation of the County requires a reduced work week for employees covered by this Agreement, the parties agree to meet and discuss scheduling problems which may arise prior to implementation of the reduced work week.

6. Rest Periods.

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. Rest periods shall be scheduled at the middle of each one half (1/2) shift whenever feasible. Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen(15) minute rest period before they start to work on the next succeeding shift when it is anticipated the overtime is expected to extend a minimum of one and one-half (1-1/2) hours. In addition, they shall be granted the regular rest period that occurs during the shift.

7. Meal Periods.

All employees shall be granted a meal period of not less than thirty (30) minutes during each work shift. Whenever practicable, meal periods shall be scheduled in the middle of the shift. The County shall provide any employee who is requested to and does work two (2) hours beyond his regular quitting time, time off for his or her meal.

8. Uniform Time Charging Provisions.

a. Rounding Rule

Time charged for all leaves and compensation for time worked under the terms of this Agreement shall be subject to rounding to the nearest quarter of an hour in accordance with the following rules:

(1) 0 - 7 minutes rounds to 0 hours

(2) 8 - 15 minutes rounds to 1/4 hour

b. Applications

(1) Lateness

An employee who is seven (7) minutes or less late shall be paid for a full shift. An employee who is eight (8) to fifteen (15) minutes late shall not be paid for one quarter (1/4) of an hour.

(2) Working Over

An employee who works over less than eight (8) minutes shall not be compensated. An employee who works eight (8) to fifteen (15) minutes over shall be compensated one quarter (1/4) of an hour at the appropriate rate of pay in accordance with Article 15: Wages and Classification.

(3) Leaves

Late and early return from leaves shall be subject to the same rounding practice as specified above.

(4) Management and Employee Rights

The right of management to discipline employees for tardiness is not waived by the above rounding provisions, nor shall the above provision be construed as a right for management to extend the end of the working day beyond the normally scheduled ending time.

9. Clean-Up Time.

Employees shall be granted adequate personal clean-up time prior to the end of each work shift. The County shall provide the required facilities for the employee's clean-up

time. Neither party to this Agreement shall construe "clean-up time" to mean "quit-early time" or "leave-early time."

ARTICLE 14

STANDARDS

The County may establish reasonable job performance standards, and may, from time to time, revise them. Such standards shall be individually stated to each affected employee in order to assure advance comprehension and understanding of performance requirements. No employee shall be subject to disciplinary action for failure to meet standards of performance unless such employee has been fully advised of such expected performance standards, in advance of the work period in question.

ARTICLE 15

WAGES AND CLASSIFICATION SCHEDULE

1. Wages and Classification Schedule.

a. Wage Rates for FY 1998-99.

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Addendum A. Said schedule reflects an increase of three and three-tenths percent (3.3%) effective July 1, 1998

b. Wage Rates for FY 1999-00.

Subject to the terms of Article 11, Section 2 of this agreement, the rates set forth in Addendum A with the effective date of July 1, 1999 reflect an increase of three percent (3%) over the FY 1998-99 rates, as adjusted upon implementation of the PERS pick up if implementation occurs in FY 98-99.

c. Wage Rates for FY 2000-01.

The rates set forth in Addendum A with the effective date of July 1, 2000 reflect an increase of three percent (3%) over the FY 1999-00 rates, as adjusted upon implementation of the PERS pick up if implementation occurs in FY 99-00.

d. New Classifications and Work in a Higher Class.

When any position covered by this Agreement not listed on the wage schedule is established, the County may designate a job classification and pay rate for the position. Whenever an employee performs any work for more than thirty (30) days in a classification above that in which the employee is normally classified, the employee shall be paid for such work at the rate assigned to the higher classified work in the appropriate step, according

to the promotional policy, if any.

e. Reopener.

In the event that the County's estimated general fund resources in the executive budget for FY 1998-99, 1999-00, or 2000-01, fall ten percent (10%) or more below the estimated general fund resources in the preceding year's executive budget, any wage or benefit increase not implemented at the time of such determination shall not be implemented and negotiations will commence within a reasonable period thereafter for substitute terms for such increase not implemented.

f. Notwithstanding any term of this agreement to the contrary, and until the County resumes the PERS "pick-up" pursuant to Article 11, Section 2 above, employees who are not members of PERS shall be paid a base wage rate of 94.3% of that which they would otherwise be paid under this agreement until they become PERS members.

2. Pay Period.

Employees shall be paid on a twice a month basis. The pay periods shall be the 1st through the 15th of each month and the 16th through the end of each month. Employees will be paid on the 15th of each month for hours worked during the second pay period of the preceding month, and on the last business day of each month for hours worked during the first pay period of that month; provided, however, that if either date falls on a Saturday, Sunday, or Holiday, the pay date will be the preceding business day.

3. Reporting Time. An employee who is scheduled to report for work as scheduled, but where work is not available for him or her, shall be excused from duty and paid at his or her regular rate for a day's work.

4. Call-In Time. Any employee called to work outside his or her regular shift shall

be paid for a minimum of two (2) hours at the rate of time and one-half (1-1/2).

5. Overtime.

A. Time and One-Half

Employees will be compensated at the rate of one and one-half (1 ½) times their normal rate of pay for additional time worked as follows:

i. In excess of eight (8) hours in any work day for a five-day, forty-hour-a-week employee; or

ii. In excess of ten (10) hours in any work day for a four-day, forty-hour-a-week employee; or

iii. In excess of forty (40) hours in any FLSA work week.

B. Double Time

An employee will be paid at the rate of two (2) times his or her regular rate of pay for hours work which meet all of the following criteria:

i. The hours worked were in excess of forty eight (48) for the FLSA work week; and

ii. The employee works on all days of the FLSA work week; and

iii. The hours were worked on the employee's final day of rest during the FLSA work week.

C. Overtime worked shall be calculated in accordance with the uniform time charging provisions of Article 13.

6. Distribution. Overtime work shall be distributed equally among employees within the same job classification in each agency; provided, however, that exceptions may be made subject to mutual approval of the County and the Union.

A record of overtime hours worked by or offered to each employee shall be posted on the department bulletin board each month.

There shall be no discrimination against any employee who declines to work overtime. Overtime work shall be voluntary except in cases where, in the County's judgment, the public health, safety, and welfare may be jeopardized.

7. Mileage Pay. Whenever an employee is required to work at any location other than his or her permanent place of reporting, he or she shall be paid at the rate of twenty cents ($0.20) per mile or the I.R.S. rate, whichever is greater, from his or her permanent reporting place for the use of his or her personal transportation to and from the temporary new locations. All employees shall be allowed pay from the time of reporting to their permanent reporting place, and this shall end when they return to their permanent reporting place.

8. Bus Pass. For the purposes of encouraging employees to use mass transit as part of the County's ride reduction program under the Oregon Department of Environmental Quality (DEQ's) Employee Commute Options (ECO) mandate, as well as part of the County's commitment to limiting traffic congestion and promoting clean air, each employee shall be eligible to receive a bus pass partially subsidized by the County for the employee's personal use effective July 1, 1999, or within 90 days of signing the contract by the parties, whichever is later, and thereafter.

9. Height Time Differential Pay. When employees covered by this Agreement are performing painting on a structure at or above the fifty (50) foot level directly above the ground, floor, roadway, roof or water, the wage

rate for such work shall be that to which the employee is normally entitled plus an additional sixty cents ($0.60) differential for each hour that the employee is performing such work.

10. Shift Differential. In addition to the established wage rates, the County shall pay an hourly premium of fifty cents ($0.50) to employees for all hours worked on shifts between the hours of 3:00 p.m. and 11:00 p.m. For all hours worked on shifts beginning 11:00 p.m. and 6:00 a.m., the County shall pay an hourly premium of sixty cents ($0.60) to employees for each hour worked during that period.

11. Parking. Whenever the employee is required to report to the Courthouse on a temporary basis in his private vehicle, the County shall provide parking.

12. Spray Painting and Toxic Vinyl Premium. Any employee covered by this Agreement who performs spray painting or applies toxic vinyls while silk screening shall receive a premium of thirty-five cents ($0.35) for each hour he performs such work, provided that such premium shall be paid only if the employee wears a respirator.

13. Coverwear for Maintenance Painter. The County agrees to continue the practice of providing appropriate laundered coverwear for employees covered by this Agreement.

ARTICLE 16

DISCIPLINARY ACTION

1. Employees may be subject to disciplinary action by suspension, oral or written reprimand, demotion, reduction in pay, or dismissal; provided, however, that such action shall take effect only after the appointing authority gives written notice of the action and cause to the employee and mails such notice to the Union. This notice provision shall not apply to oral or written reprimands, provided, however, that a copy of any written reprimand must be mailed to the Union on the date of issuance.

2. Any permanent, non-probationary employee who is reduced in pay, demoted, suspended, or dismissed shall have the right to appeal the action through the Grievance Procedure.

The standard of review of disciplinary actions appealed under this section shall be the "in good faith for cause" standard.

ARTICLE 17

SETTLEMENT OF DISPUTES

1. Grievance Procedure. Any grievance or dispute which may arise between the parties, involving the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

Step I: After first attempting to resolve the grievance informally, any employee or the Union may present in writing such grievance to the employee's section or division head through the immediate supervisor within ten (10) working days of its occurrence; if at that time the individual employee or his or her representative is unaware of the grievance, it may be presented in writing within ten (10) working days of the time the employee first has knowledge or should have had knowledge of its occurrence. The notice shall include a statement of the grievance and relevant facts, applicable provisions of the contract, and remedies sought. The supervisor shall then attempt to adjust the matter and respond, in writing, to the employee or his or her representative within ten (10) working days.

Step II: If the grievance has not been answered or resolved, it may be presented in writing by the employee or his or her representative to the department head within ten (10) working days after the response is due from the supervisor. The department head shall respond to the employee or his or her representative, in writing, within ten (10) working days.

Step III: If the grievance has not been answered or resolved at Step II, it may be presented, in writing, by the grievant to the designee of the County Chair, within ten (10) working days after the response of the department head is due. The Chair's designee shall respond in writing to the grievant within ten (10) working days.

County Grievances: When the County has a grievance, it may be presented in writing to the Union through the Director of the Employee Services Division or his or her representative. The parties will each then promptly appoint two (2) persons to serve as a Board of Adjustment to consider the grievance of the County and resolve the dispute. If the Board of Adjustment is unable to resolve the dispute within ten (10) days of the notification to the Union, then the County may request arbitration under Step V of this Grievance Procedure, by written notice to the other party. This procedure for County grievances is not exclusive and the County expressly retains the right to alternately proceed with any other action, including court proceedings, it may deem in its discretion to be advisable or warranted.

Step IV: If the grievance has not been answered or resolved at Step III, either party may, within ten (10) working days after the expiration of the time limit specified in Step III, request arbitration by written notice to the other party.

Step V: Arbitration. After the grievance has been submitted to arbitration, the parties, or their representatives, shall jointly request the Oregon Mediation and Conciliation Service for a list of the names of seven (7) arbitrators. The parties shall select an arbitrator from the list by mutual agreement. If the parties are unable to agree on a method, the arbitrator will be chosen by the method of alternate striking of names; the order of striking to be determined by lot. One day shall be allowed for the striking of each name. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list.

The arbitrator shall be requested to begin taking evidence and testimony within a reasonable period after submission of the request for arbitration taking into account the schedules of the parties' representatives, the arbitrator, and witnesses; and he or she shall be requested to

issue his or her decision within thirty (30) days after the conclusion of testimony and argument. The parties hereby vest the arbitrator with authority to compel the attendance of witnesses on behalf of either party by issuance of a subpoena, the cost of which shall be borne by the party requesting the subpoena.

The arbitrator's decision shall be final and binding, but he or she shall have no power to alter, modify, amend, add to, or detract from the terms of the Contract. His or her decision shall be within the scope and terms of the Contract and in writing. Any decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days prior to the date the grievance was first filed with the supervisor, and it shall state the effective date of the award.

Expenses for the arbitration shall be borne by the losing party. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made on the condition that it pays for the record and makes copies available without charge to the other party and the arbitrator.

Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. A grievance may be terminated at any time upon receipt of a signed statement from the aggrieved party that the matter has been resolved.

2. Stewards and the Processing of Grievances.

a. Employees selected or elected by the Union as employee representatives shall be known as "stewards". The names of the stewards and the names of other Union representatives who may represent employees shall be certified in writing to the County by the Union. Stewards may investigate and process grievances during working hours without loss of pay and all efforts will be made to avoid disruptions and interruptions of work.

b. Departure from the established Grievance Procedure outlined in this article by any employee shall automatically nullify the Union's obligation to process the grievance.

c. In no event may the Union or the aggrieved employee initiate a grievance under the procedure so outlined in this article where more than sixty (60) days have elapsed since the occurrence of the grievance; however, in no way is this provision to be interpreted as affecting the pursuance of grievances which are of a continuing nature (i.e., the breach continues and is not a single isolated incident).

ARTICLE 18

GENERAL PROVISIONS

1. No Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, or political affiliation. It is further agreed that there will be no discrimination against the handicapped unless bona fide job-related reasons exist. The Union shall share equally with the County the responsibility for applying the provisions of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

The County and the Union agree not to interfere with the rights of employees to become members or refrain from becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the County or the Union or any County or Union representative against any employee because of Union membership or any employee activity in an official capacity on behalf of the Union, or for any other cause,

provided such activity or other cause does not interfere with the effectiveness and efficiency of County operations in serving and carrying out its responsibility to the public.

2. Bulletin Boards. The County agrees to furnish and maintain suitable bulletin boards in convenient

places in each work area to be used by the Union. The Union shall limit its postings of notices and bulletins to such bulletin boards. All posting of notices and bulletins by the Union shall be factual in nature and shall be signed and dated by the individual doing the posting.

3. Visits by Union Representatives. The County agrees that the Business Manager or his or her Assistant, accredited representatives of the Paint Makers, Sign, Display, Truck Painters, and Allied Trades Council 55 of Washington and Oregon, AFL-CIO upon reasonable and proper introduction, shall have reasonable access to the premises of the County at any time during working hours to conduct Union business.

4. Rules.

a. All future work rules shall be subject to discussion with the Union before becoming effective.

b. The County agrees to furnish each employee in the bargaining unit with a copy of the Bargaining Agreement sixty (60) days after the signing of this Agreement.

c. The County agrees to furnish each employee in the bargaining unit with a copy of all changes to work rules thirty (30) days after they become effective.

d. New employees covered by this Agreement shall be provided a copy of the Agreement and rules at time of hire.

Any dispute as to the reasonableness of any new rule, or any dispute involving discrimination in the application of new or existing rules may be resolved through the grievance procedure.

5. Seniority.

a. Seniority will be determined as follows:

(1) Total length of continuous service within the affected job classification within the affected department; if a tie occurs, then

(2) Total length of continuous service within the affected Department; if a tie occurs, then

(3) Total length of service within the County; if a tie occurs, then

(4) Score on the last performance evaluation awarded under the system to be developed in accordance with Multnomah County Code 3.10.130; if no system exists, then score on original entrance examination.

b. In computing seniority for regular employees, the following factors will be taken into account:

(1) Part-time work within the same classification will be counted on a prorated hourly basis.

(2) After July 1, 1975, time spent on authorized leave without pay that exceeds thirty (30) calendar days will not count.

(3) Time spent in a trainee capacity (e.g., PEP, WIN, or other state or federally funded programs) will not be included.

(4) Time spent in classification in previous government service will be included.if the employee transferred in accordance with ORS 236.610 through 236.650.

(5) Time spent on layoff will not count.

c. Seniority shall be forfeited by discharge for cause or voluntary termination after July 1, 1975.

d. On May 15 of each year, the County shall furnish to the Union sufficient copies of a seniority roster of all employees assigned to the classifications listed in Appendix "A" hereunder and yearly by May 15 thereafter.

e. Employees may protest their seniority designation through the grievance procedure outlined in this Agreement.

6. Reduction in Force. Layoffs will be in accordance with Multnomah County Code

3.10.250 or its successor and the Personnel Rules pertaining thereto.

7. County-Union Meetings. The County Chair, or his or her representative(s) shall meet at mutually convenient times with the Union committee. All such meetings shall be held during normal working hours on County premises without loss of pay and the parties will so schedule such meetings as far as practical to avoid disruptions and interruption of work. The Union committee shall consist of not more than three (3) members selected by the Union.

8. Safety Devices. The County will furnish all safety devices necessary to comply with existing and future state and federal safety requirements. No employee shall be disciplined for refusal to violate the safety codes or the laws of the State of Oregon.

9. Contract Work. The County agrees that the Union will be notified a reasonable period of time in advance of any contracting or subcontracting of work done by employees covered by this Agreement.

10. Supremacy of Contract. To the extent allowable by law, whenever a conflict arises between this Agreement and Multnomah County Code 3.10, et seq., or its successor, this Agreement shall prevail.

11. Performance Evaluation Process

a. The County may implement and maintain performance evaluation processes involving members of the bargaining unit.

b. Employees will have the right to attach a response to any evaluations in their personnel files.

c. No evaluations or employee responses will be admissible in any disciplinary or arbitration hearing.

d. All performance evaluations shall be signed by the employee's exempt

supervisor, who shall bear ultimate responsibility for the content of the evaluation.

12. Definitions: The definitions set out in Addendum C are shall be deemed a part of this agreement.

ARTICLE 19

SAVINGS CLAUSE AND FUNDING

1. Savings Clause. Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to attempt to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

2. Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. All such wages and benefits are, therefore, contingent upon sources of revenue and annual budget approval. The County has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the passage of such budget request pursuant to established budget procedures. This Section 2 and County action hereunder shall not be subject to the Resolution of Disputes Procedures hereinbefore set out.

ARTICLE 20

ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County shall be governed by the rules and regulations of the Employee Services Division and by Multnomah County Code 3.10, et seq., or its successor. The County and the Union for the life of this agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement.

Nothing in this article shall preclude the parties during the term of this Agreement from voluntarily entering into amendments to the Agreement, nor shall the Union and the County Chair, or his or her designee(s) for Labor Relations, be precluded from voluntarily entering into memoranda of understanding, interpretation, or exception concerning matters of contract administration.

ARTICLE 21

TERMINATION

This Agreement shall be effective as of the 1st day of July, 1998, and shall remain in full force and effect through the 30th day of June, 2001, and shall be automatically renewed from year-to-year thereafter, unless either party notifies the other in writing between January 1, 2001, and March 1, 2001, that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the Parties hereto have set their hands this 1st day of July, 1999.

INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES, LOCAL 1094, DISTRICT COUNCIL 5 OF OREGON, WASHINGTON AND IDAHO, AFL-CIO

Stanley A. Deuel
Business Manager
Local 1094

MULTNOMAH COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS

Beverly Stein, Chair

Serena Cruz, Commissioner

Sharron Kelley, Commissioner

Diane Line, Commissioner

Lisa Naito, Commissioner

NEGOTIATED BY:

Darrell Murray, Labor Relations Manager

REVIEWED: Thomas Sponsler
COUNTY COUNSEL OF
MULTNOMAH COUNTY, OREGON

Thomas Sponsler, County Counsel
Multnomah County, Oregon

ADDENDUM A

WAGES AND CLASSIFICATIONS

Effective July 1, 1998

CLASS TITLE/ NUMBER	HOURLY WAGE RATE
SIGN PAINTER/ 3105	$19.17

2. Leadworker. In a department where three (3) or more painters are employed or work together without on site supervision, there will be a leadworker assigned. Assignment and selection of such leadworker shall be at the sole discretion of the County.

4. Leadworker - Sign Shop. Assignment and selection of the Sign Shop Lead Worker shall be at the sole discretion of the County. The Sign Shop Lead Worker shall be compensated at 6.8% of his hourly pay rate when assigned to perform Lead Worker duties.

ADDENDUM B

MULTNOMAH COUNTY OREGON

Employee Organization Membership Dues

Payroll Deduction Authorization Plan

I, _____, having voluntarily elected to become a member of _____, do hereby authorize Multnomah County as my employer to deduct from my accrued earnings the amount of $_____ per month.

This deduction shall be made only if my accrued earnings are sufficient to cover the above amount after all other authorized payroll deductions have been made. I agree to indemnify, defend and hold the County harmless against any claims made or suits instituted against Multnomah County as a result of this authorization. I understand that I may withdraw this authorization at such time as I terminate my membership in the above indicated employee organization or desire to make other payment arrangements directly with the employee organization involved.

Signed: _____ Date: _____/_____/_____
Name of Employee Month/Day/Year

Name of Employee Organization: _____

ADDENDUM C

DEFINITIONS

Cause. Misconduct, inefficiency, incompetence, insubordination, indolence, malfeasance, unfitness to render effective service or failing to fulfill responsibilities as an employee.

Continuous Service. Means uninterrupted employment with Multnomah County subject to the following provisions:

a. Continuous service shall include uninterrupted employment with another governmental agency accomplished in accordance with and subject to ORS 236.610 through 236.650.

b. For purposes of determining length of service prior to July 1, 1975, an interruption in employment of fourteen months or less shall constitute continuous service, in addition to those individually documented cases previously approved by the Board of County Commissioners, the Chairman, or Labor Relations Counsel.

c. For purposes of determining what constitutes a break in employment after July 1, 1975, continuous service is terminated by voluntary termination, involuntary termination due to expiration of a layoff list, or discharge for cause.

Permanent Employee. An employee who following an examination process is appointed from a certified list of eligibles to fill a budgeted position; provided that a permanent employee shall retain such status upon temporary or permanent transfer, promotion or demotion.

Probationary Employee. A probationary employee is defined as a permanent employee

serving a one (1) year period of trial service to determine his or her suitability for continued employment, such period to begin on the date of his or her appointment to permanent position from a certified list of eligibles. During the period of probation, the employee may be dismissed without recourse to the grievance procedure if in the opinion of the employee's supervisor his or her continued service would not be in the best interest of the County. The length of the employee's trial service period may not be extended by a Memorandum of Agreement under the terms of Article 20, Entire Agreement, unless the employee was absent from work for a period of six months or more previous to the extension. The length of probationary periods for employees hired previous to this Agreement shall not be affected by the terms of this definition.

Promotional Probationary Employee. A promotional probationary employee is a regular employee serving a six-month period of trial service upon promotion to determine his or her suitability for continued employment in the classification to which he or she was promoted, such period to begin on the date of his or her appointment to the higher classification from a certified list of eligibles. During the period of promotional probation, the employee shall be returned to the classification and department from which he or she was promoted without recourse to the grievance procedure if in the opinion of the employee's supervisor his or her continued service in the classification to which he or she was promoted would not be in the best interest of the County. The length of the probationary period for employees promoted prior to the ratification of this Agreement shall not be affected by the terms of this section.

Regular Employee. A permanent employee who has passed the initial probationary period in effect at the time of his or her appointment, and has been employed by the County continuously since passing the probationary period. In addition, the following are deemed to be regular employees:

- A permanent employee who has passed the initial one-year probationary period, terminated employment, and has been reinstated.
- A non-probationary employee who has been transferred to the County by intergovernmental agreement under ORS 236.610 through 236.650.

Supervisory Employee. Means any individual having authority in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or having responsibility to direct them, adjust their grievances, or effectively to recommend such action, if in connection therewith, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Temporary Employee. Any non-permanent employee.

APPENDIX D

MULTNOMAH COUNTY AFFIDAVIT OF MARRIAGE

OR DOMESTIC PARTNERSHIP

I, (print name of employee) _____, certify that I and (print name of spouse or domestic partner) _____ (check and complete either A. and B., whichever applies):

A. _____ were legally married on (date) _____.

B. _____ are and have each been the other's partner in a domestic partnership, as defined below. For purposes of this affidavit, a "domestic partnership" is one consisting of two persons in which the members:

1. Jointly shared the same permanent residence for at least six (6) months immediately preceding the date of this affidavit and intend to continue to do so indefinitely;

2. Have a close personal relationship with each other;

3. Are not legally married to anyone;

4. Are each eighteen (18) years of age or older;

5. Are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon;

6. Were mentally competent to contract when the domestic partnership began;

7. Are each other's sole domestic partner; and,

8. Are jointly responsible for each other's common welfare including "basic living expenses." For purposes of this affidavit, "basic living expenses" means the cost of basic food,

shelter, and any other expenses of a member of the domestic partnership which are paid at least in part by a program or benefit for which the partner qualified because of domestic partnership. The individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.

This affidavit terminates upon the death of the signing employee's spouse or domestic partner or by a change in circumstances attested to in this affidavit. The signing employee must notify the Employee Services Division within thirty (30) days after such death or change by filing a Statement of Termination of Marriage/Domestic Partnership. After filing of a Statement of Termination of Marriage/Domestic Partnership, the employee may not file a new Statement of Marriage/Domestic Partnership for the purpose of enrolling a new domestic partner for six (6) months from the date such statement was received by the Employee Services Division.

NOTICE: ***Signing this affidavit may or may not have legal implications affecting relations between domestic partners beyond the extension of medical or dental insurance coverage for which it is intended. If you desire further information concerning the possible legal consequences of signing this form, please consult an attorney.***

I attest that the certification I have provided herein is true and correct to the best of my knowledge.

_____ _____

Employee's Signature Date

Received by _____ _____

Employee Services Division Representative Date

APPENDIX E

STATEMENT OF TERMINATION OF

MARRIAGE OR DOMESTIC PARTNERSHIP

I, (name of employee) _____, affirm that the Affidavit of Marriage/Domestic Partnership attested to and signed by me on (date of affidavit) _____ shall be and is terminated as of this date. Termination is due to:

_____ Dissolution of marriage

_____ Termination of domestic partnership

_____ Death of spouse/domestic partner

I understand that I cannot file a Statement of Marriage of Domestic Partnership to enroll a new domestic partner until six (6) months following the receipt of this Statement by the Employee Services Division.

_____ _____

Employee's Signature Date

Received by _____ _____

Employee Services Division Representative Date

ADDENDUM F

COMPOSITE VERSION OF MULTNOMAH COUNTY

EXEMPT EMPLOYEE RETIREE INSURANCE POLICY

(EXHIBIT B OF ORDINANCE 534 AS AMENDED BY

ORDINANCES NOS. 629 & 670)

Retiree Medical Insurance

a. For purposes of this section, a "retiree" refers to a person who retired from the County on or after the effective date of this section and, at the time of retirement, occupied a position covered by the "Exempt" compensation plan. For purposes of this section, a "member" refers to an active employee(s) in a position covered by the "Exempt" compensation plan.

b. Except as otherwise provided by this section, retirees may continue to participate in the County medical plan available to members. Coverage of eligible dependents uniformly terminates when coverage of the retiree terminates, except as otherwise required by applicable state or federal law.

c. To the extent members are permitted to choose from among two (2) or more medical insurance plans, retirees shall be permitted to choose between the same plans under the same conditions and at the same time as apply to members. Retirees participating in the members' medical insurance plan shall be subject to the application of any change or elimination of benefits, carrier, administrator, or administrative procedure to the same extent and at the same time as are members.

d. The retiree shall be responsible for promptly notifying the Benefits Manager (Employee

Services Division), in writing, of any changes in the retiree's current address and of any changes in retiree or dependent eligibility for coverage.

e. The following terms related to benefit payments, service, and age requirements shall also apply:

(i) The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and his or her eligible dependents from the retiree's fifty-eighth (58th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the retiree had:

(1) five (5) years of continuous County service immediately preceding retirement at or after age fifty-eight (58) years, or

(2) ten (10) year of continuous County service immediately preceding retirement prior to age fifty-eight (58) years, or

(3) ten (10) years of continuous County service immediately preceding retirement in the event of disability retirement.

(ii) The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and his or her eligible dependents from the retiree's fifty-fifth (55th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the employee had thirty (30) years of continuous service with employers who are members of the Oregon Public Employee Retirement System and twenty (20) or more years of continuous County service immediately preceding retirement.

f. Actual application for Medicare shall not be required for a finding that a retiree is "eligible for Medicare" under Subsection e of this section.

g. Part-time service in a regular budgeted position shall be prorated for purposes of the

service requirements under subsection e of this section. (For example, twenty (20) hours per week for two (2) months would equal one (1) month toward the applicable service requirement.)

h. In addition to the other requirements of this section, continued medical plan participation or benefit of County contributions is conditioned on the retiree's continuous participation in the members' medical insurance plan from the time of retirement, and upon the retiree's timely payment of the applicable retiree portion (i.e., 50% or 100% as applicable) of the monthly premium. Failure to continuously participate or make timely and sufficient payment of the applicable retiree portion of the monthly premium shall terminate the retiree's rights under this section. Payments by retirees of their portion of the monthly premiums under this section shall be timely if the retiree has directed PERS to regularly deduct his or her portion of the monthly premium from his or her pension check and remit the proceeds to the County's collection agent, or if it is received by the County's collection agent each month at least thirty (30) days prior to the month for which the resulting coverage will apply. The Employee Services Division shall inform the retiree at the time he or she signs up for continued medical insurance coverage of the identity and address of the County's collection agent and shall thereafter inform the retiree of any change in collection agent at least forty-five (45) days prior to the effective date of such change.

i. In the event County medical insurance premium payments on behalf of retirees or their dependents are made subject to state or federal taxation, any additional costs to the County shall be directly offset against such payments required under this section. (For example, if the effect on the County of the additional tax is to increase the County's outlay by an amount equivalent to ten percent (10%) of aggregate monthly retiree premium, the County's contribution shall be reduced to forty percent (40%) of premium so that net County costs will remain unchanged.)

ADDENDUM G

Drug and Alcohol Policy

I. Drug Free Workplace Act

Multnomah County, in keeping with the provisions of the federal Drug Free Workplace Act of 1988, is committed to establishing and maintaining a work place which is free of alcohol and drugs and free of the effects of prohibited alcohol and drug use.

II. Holders of Commercial Drivers Licenses

While references to rules governing holders of Commercial Drivers Licenses (CDLs) are included below, they are not comprehensive. CDL holders are responsible for complying with all laws, work rules, or County procedures pertaining to them, in addition to the requirements of this addendum.

III. Alcohol and Drug Policy Work Rules and Discipline

A. Conduct Warranting Discipline

1. While on duty, or on County premises, or operating County vehicles employees shall obey the work rules listed in "Section B" below. As with all work rules, violations may result in discipline per the provisions of Article 17, Disciplinary Action.

2. Employees will not be subject to discipline for seeking treatment for alcohol or drug dependency. However, employees will be held fully accountable for their behavior. Seeking treatment will not mitigate discipline for rule violations or other unacceptable conduct caused by such dependency.

B. Work Rules

1. Possession, consumption, and distribution of alcohol and drugs while on duty

Employees shall:

- Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell alcohol or alcohol containers in or to the work place except when lawfully required as part of the job. An exception will be sealed alcohol containers for gift purposes; supervisors must be notified when such containers are brought to the work place. The

"work place" includes vehicles parked on County property.

- Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell illegal drugs or drug paraphernalia, in or to the work place except when lawfully required as part of the job.
- Not distribute, dispense or sell prescription medications except when lawfully required as part of the job.
- Not possess or consume prescription medications without a valid prescription.

2. Possession, consumption, and distribution of alcohol and drugs while off duty on County premises

   Employees shall:

   - Not use, possess, or distribute illegal drugs.
   - Not use or distribute alcohol without authorization.

3. Fitness for duty

   Employees shall:

   - Not report for duty while "under the influence" of alcohol or drugs.

An individual is considered to be "under the influence" of alcohol if a breathalyzer test indicates the presence of alcohol at or above the .04% level. An individual is considered to be "under the influence" of drugs when testing indicates the presence of controlled substances at or above the levels applying to CDL holders.

- Not render themselves unfit to fully perform work duties because of the use of alcohol or illegal drugs, or because of the abuse of prescription or non-prescription medications.
- Comply with legally mandated occupational requirements, whether or not they are specifically included in this policy. For example, by law holders of Commercial Drivers Licenses (CDL's) may not perform safety sensitive functions, such as driving, at or above the .02% level.
- Not be absent from work because of the use of alcohol or illegal drugs, or because of the abuse of prescription or non-prescription medications, except when absent to participate in a bona fide assessment and rehabilitation program while on FMLA leave.
- Inform themselves of the effects of any prescription or non-

prescription medications by obtaining information from health care providers, pharmacists, medication packages and brochures, or other authoritative sources in advance of performing work duties.

- Notify their supervisors in advance when their use of prescription or non-prescription medications may interfere with the safe and efficient performance of duties.

4. Cooperation with Policy Administration

Employees shall:

- Not interfere with the administration of this Drug Policy. Examples include, but are not limited to, the following: tainting, tampering, or substitution of urine samples; falsifying information regarding the use of prescribed medications or controlled substances; or failure to cooperate with any tests outlined in this policy to determine the presence of drugs or alcohol.

- Provide within twenty-four (24) hours of request a current valid prescription in the employee's name for any drug or medication which the employee alleges gave rise to reasonable suspicion of being under the influence of alcohol or drugs.

- Respond fully and accurately to inquiries from the County's Medical Review Officer (MRO); authorize MRO contact with treating health care providers upon request.

- Complete any assessments or treatment programs required under this Policy.

- Sign a waiver upon request authorizing treatment providers to disclose confidential information necessary to verify successful completion of any assessment or treatment program required under this Policy.

- Disclose promptly (upon the next working day) and fully to his/her supervisor:

i. All drug or alcohol-related arrests, citations, convictions, guilty pleas, no contest pleas or diversions which resulted from conduct which occurred while he or she was on duty, on County property, or in a County vehicle; or

ii. Any other violation of laws regulating use of alcohol and controlled substances which adversely affects an employee's ability to perform major job functions, specifically to include loss or limitation of driving privileges when the employee's job

is identified as requiring a valid license.

C. Levels of Discipline

1. The level of discipline imposed on non-probationary employees for violation of the Alcohol and Drug Policy Work Rules above or other violations resulting from the use of alcohol or drugs will be according to the provisions of Article 16, Disciplinary Action.

2. Employees will be held fully accountable for their behavior. Use of alcohol or drugs, or alcohol or drug dependency, will not mitigate the discipline imposed for rule violations, misconduct, or poor performance except as specifically provided in the section on last chance agreements below.

3. The Parties acknowledge that, all other things being equal, certain duties imply a higher standard of accountability for compliance with the requirements of this policy than others. These duties include, but are not limited to, the following:

- responsibility for public safety or the safety of co-workers
- handling hazardous equipment or materials
- holding a Commercial Drivers License

4. In instances in which the County determines that an employee's conduct warrants termination, and the employee is diagnosed as having a chemical dependency by a Substance Abuse Professional (SAP) as provided for in "Section D" below, the County may offer the employee continued employment under the terms of a last chance agreement, an example of which is included as an attachment to this addendum.

a. Any Last Chance Agreement will include but not be limited to the following:

i. the requirement that the employee enroll, participate in, and successfully complete a treatment program as recommended by the Substance Abuse Professional;

ii. the right for the County to administer any number of unannounced follow up drug or alcohol tests at any time during the work day for a period of two (2) years from completion of any required treatment or education program;

iii. the signatures of the employee's supervisor, the employee,

and the employee's Union representative.

b. The offer of a Last Chance Agreement will not set precedent for the discipline of other employees in the future. Any discipline incorporated in a Last Chance Agreement may not be grieved under the provisions of Article 17, Settlement of Disputes.

D. Mandatory Assessment and Treatment

1. Employees who are disciplined for conduct which is related to the use of alcohol or drugs may be required to undergo assessment and to complete a program of education and/or treatment prescribed by a Substance Abuse Professional selected by the County. Employees who test positive for alcohol or controlled substances will be required to undergo assessment at the earliest opportunity, regardless of whether disciplinary action has been taken.

2. The County will verify employees' attendance, and that the assessment and treatment have been completed. This verification and any other information concerning alcohol and drug dependency will be treated as confidential medical information per applicable state and federal law and County Administrative Procedures.

3. Policy on the use of leave for assessment and treatment will be the same as for any other illness.

E. Return to Work Testing

Employees who test positive for being "under the influence" of drugs may be required to test negative before returning to work. (Note that Federal law requires CDL holders performing safety sensitive functions to undergo return to work testing after a positive alcohol or drug test.)

IV. Testing

A. Basis for Testing

1. All employees may be tested:

a. based on reasonable suspicion of being "under the influence" of alcohol or prohibited drugs;

b. before returning to work after testing positive for being "under the influence" of alcohol or drugs;

c. as part of a program of unannounced follow-up testing provided for in a Last Chance Agreement.

2. An employee applying for a different County position will be subject to

testing on the same basis, and using the same procedures and methods, as outside applicants.

3. Holders of Commercial Drivers Licenses shall be subject to the testing requirements of federal law, in addition to the requirements herein which apply to all employees. For example, unlike other employees, CDL holders will be subject to legally required random testing and testing following certain kinds of accidents.

B. Establishing Reasonable Suspicion

1. Definition

a. "Reasonable suspicion" is a set of objective and specific observations or facts which lead a supervisor to suspect that an employee is under the influence of drugs, controlled substances, or alcohol. Examples include, but are not limited to: slurred speech, alcohol on the breath, loss of balance or coordination, dilated or constricted pupils, apparent hallucinations, high absenteeism or a persistent pattern of unexplained absenteeism, erratic work performance, persistent poor judgment, difficulty concentrating, theft from office or from other persons, unexplained absences during office hours, or employee's admission of use of prohibited substances. b. Lead workers who oversee day to day work activities are "supervisors" for the purposes of establishing reasonable suspicion and directing employees to be tested on that basis. This provision applies to lead workers who supervise or act as lead workers as part of their job description, (such as Corrections Records Supervisors and Maintenance Crew Leaders), as well as to those who receive premium pay under Addendum B, Lead Worker Assignment and Pay.

2. Supervisory training

The County will provide training to all supervisors on establishing reasonable suspicion and the nature of alcohol and drug dependency. Supervisors who have not been trained will not have the authority to direct employees to be tested on the basis of reasonable suspicion of being under the influence.

3. Additional precautions

Application of the "Reasonable Suspicion" standard to any employee in this bargaining unit shall include the following additional precautions:

a. The supervisor shall articulate orally a summary of the specific facts which form the basis for believing that the employee is under the influence of drugs or alcohol; and

b. The supervisor shall provide upon request within forty eight (48) hours of the oral determination of "reasonable suspicion" a written specification of the grounds for reasonable suspicion; and

c. Except in field or shift circumstances which render contact difficult, no supervisor shall refer an employee for a drug or alcohol test based on "reasonable suspicion" unless the supervisor has consulted with another supervisor or exempt person regarding the grounds for the suspicion.

C. Testing Methodology

1. Testing procedures for all employees will be governed by the same standards as apply to CDL drivers under federal law. These standards include, but are not limited to, those governing sample acquisition, the chain of custody, laboratory selection, testing methods and procedures, and verification of test results.

2. In accordance with CDL standards, the County will contract with a medical doctor trained in toxicology to act as an MRO (Medical Review Officer). He or she will review preliminary positive test results with employees and any relevant health care providers before the results are reported to the County. Based on his or her professional judgment, he or she may change the preliminary test result to negative. The County will not be able to distinguish a test result that is negative by MRO intervention from any other negative result.

3. In addition to compliance with federal guidelines, the following safeguards will also be applied:

a. Test results will be issued by the MRO or the testing laboratory only to the investigatory or supervisory personnel designated by the County. The results will be sent by certified mail or hand-delivered to the employee within three working days of receipt of results by the County.

b. If an employee disagrees with the results of the alcohol or drug test, the employee may request, in writing within five (5) days of receipt of test results, that the sample be re-tested at the employee's expense by the testing laboratory. The result of any such retest will be deemed final and binding and not subject to any further test. Failure to make a timely written request for a retest shall be deemed acceptance of the test results. If an employee requests a retest, any disciplinary action shall be stayed pending the results of the re-testing.

c. Test reports are medical records, and will be handled according to

applicable state and federal law and County Administrative Procedures which insure the confidentiality of such records.

V. Definitions

A. Alcohol:

Ethyl alcohol and all beverages or liquids containing ethyl alcohol. Levels of alcohol present in the body will be measured using a breathalyzer test.

B. Controlled Substance:

All forms of narcotics, depressants, stimulants, analgesics, hallucinogens, and cannabis, as classified in Schedules I-V under the Federal Controlled Substances Act (21 USC § 811-812) as modified under ORS 475.035, whose sale, purchase, transfer, use, or possession is prohibited or restricted by law.

C. County:

Multnomah County, Oregon.

D. Drug Paraphernalia:

Drug paraphernalia means any and all equipment, products, and materials of any kind, as more particularly defined in ORS 475.525(2), which are or can be used in connection with the production, delivery, or use of a controlled substance as that term is defined by ORS 475.005.

E. Drug Test:

A laboratory analysis of a urine sample to determine the presence of certain prohibited drugs or their metabolites in the body.

F. Drugs:

Controlled substances, designer drugs (drug substances not approved for medical or other use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration), and/or over-the-counter preparations available without a prescription from a medical doctor that are capable of impairing an employee's mental or physical ability to safely, efficiently, and accurately perform work duties.

G. Medical Review Officer (MRO):

A medical doctor trained in toxicology who contracts with employers primarily to review positive preliminary drug test results with employees. The MRO determines whether or not the results are likely to have been caused by factors other than drug abuse.

H. On Duty:

The period of time during which an employee is engaged in activities which are compensable as work performed on behalf of the County, or the period of time before or after work when an employee is wearing a uniform, badge, or other insignia provided by the County, or operating a vehicle or equipment which identifies Multnomah County.

I. Prescription Medication:

A medication for which an employee is required by law to have a valid, current prescription.

J. Reasonable Suspicion of Being Under the Influence of Drugs or Alcohol:

See "Section IV. B. 1. a" above.

K. Substance Abuse Professional (SAP):

A licensed physician, or licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

L. Under the Influence of Alcohol:

See "Section II. B. 2"above.

M. Under the Influence of Drugs:

See "Section II. B. 2"above.

LAST CHANCE AGREEMENT

The following agreement is entered into between The Employer and The Employee. Failure on the part of the employee to meet the expectations below will result in the termination of his or her employment.

1. I agree to be evaluated by a qualified alcohol/substance abuse counselor, and if required, I shall immediately enroll and continue in a bona fide alcohol/drug impatient or outpatient rehabilitation program approved by the Employer. I fully understand that should I fail to complete either the inpatient or outpatient program, my employment with The Employer will be terminated.
2. I agree to comply with and complete the conditions of my "Aftercare Plan" as recommended by my treatment counselor. If I must be absent from my aftercare session, I must notify the employer. The Employer has my permission to verify my attendance at required meetings. If I do not continue in the aftercare program, I understand that my employment will be terminated.
3. I understand that the signing of this agreement shall allow the Employer the right to communicate with my physician and/or counselors regarding my status and progress of rehabilitation and aftercare.
4. I agree to submit to periodic, unannounced, unscheduled drug or alcohol testing (urinalysis or breath test) by the Employer for a period of 24 months from the date I return to work. (This time period will increase accordingly if I am absent from work, for any reason, for a cumulative period of one month or more.) I understand that if I refuse to take a drug test or if the test is positive, my employment will be terminated.
5. I agree to return to work upon successful completion of the alcohol/drug rehabilitation program.
6. It is understood that this agreement constitutes a final warning.
7. I understand the Employee Assistance Program is available to me should personal problems arise in the future that may have an effect on my ability to remain in

compliance with the Drug and Alcohol Policy and/or this agreement.

8. I realize that violation of the Drug and Alcohol Rules and/or policies at any time in the future is cause for termination.

9. I realize that my employment will be terminated if I fail to meet the expectations outlined in this Agreement and the letter attached.

Disciplinary Action

I understand that the disciplinary action imposed in the attached letter may not be grieved under the grievance procedure in the International Brotherhood of Painters and Allied Trades of District Council 5 of Oregon, Washington and Idaho, AFL-CIO contract.

Personal Commitment

I pledge and agree to abide by the terms of this agreement. I understand that a violation of or noncompliance with any of these terms will result in my being terminated. Further, I pledge to remain free of all illegal drugs and also not to abuse legal drugs (including alcohol). I hereby consent to the County's contacting any treatment or health care provider who may have information on my alcohol or drug dependency condition and/or compliance with the terms of this agreement and authorize the provider to furnish such information to the County.

I understand the terms and conditions of this letter. I also understand that, except as expressly stated in this agreement, my terms and conditions of employment will be determined by the County's policies and rules, and that this agreement does not guarantee me employment for any set period of time. I have had sufficient time to study it away from the work place and to consult anyone I desire about it. I sign it free of any duress or coercion. This letter will become part of my personnel file.

(Employee)	(Date)	(Exempt Employee With Disciplinary Authority)**	(Date)
(Labor Representative)	(Date)	(Employee's Immediate	(Date)

Exempt Supervisor***)

(optional)

(Multnomah County Labor Relations, if applicable*)

(Date)

Footnotes:

* Necessary only if terms of the Labor Agreement are waived or excepted.

** Always necessary.

*** Optional in cases in which immediate supervisor does not have termination authority.

JUL 0 1 1999

MEETING DATE: ~~JUN 17 1999~~ R-3 R-5
AGENDA NO:
ESTIMATED START TIME: ~~9:40~~ 9:45

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: East County Branch Library

BOARD BRIEFING: DATE REQUESTED:
REQUESTED BY:
AMOUNT OF TIME NEEDED:

REGULAR MEETING: DATE REQUESTED: June 3, 1999

AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Libraries DIVISION:

CONTACT: June Mikkelson TELEPHONE #: 248-3644
BLDG/ROOM #: 317

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [X] APPROVAL [ ] OTHER

SUGGESTED AGENDA TITLE:

Lease of Facility for Operation of New East County Library (Columbia Fairview)

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
99 JUN -8 AM 11:58

SIGNATURES REQUIRED:

ELECTED OFFICIAL:
(OR)
DEPARTMENT MANAGER: Bob Oberst Lorey R. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

SUPPLEMENTAL STAFF REPORT

To: Board of County Commissioners

From: Facilities & Property Management, Department of Environmental Services

Date: May 20, 1999

Re: Lease of Facility for Operation of new East County Library (Columbia-Fairview).

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1. Recommendation/Action Requested: Board of Commissioners approval of the RETAIL LEASE before the Board and authorizing County Chair to execute said RETAIL LEASE.

2. Background/Analysis: Multnomah County Libraries Department intends to operate a neighborhood library to serve residents of the northeasterly metropolitan area of the County (Fairview, Wood Village, Troutdale area) . It is not feasible to locate a permanent or long term major branch library in this area presently because the future area population density and locations are not known. These future factors may require a different location and possibly a larger facility.

   The RETAIL LEASE before the Board has been negotiated by Multnomah County staff with the developer of the Fairview Village mixed use development. It would provide a 4,000 square foot neighborhood library in a new, mixed use facility to serve the area for period of ten years, with two optional renewals of five years each.

3. Financial Impact: Rental and improvement cost of the leased facility will be approximately $850,000 over the initial ten year term of the lease. The facility leased consists of approximately 4,000 square feet, thus the annualized lease cost is approximately $21 per square foot. The rental ranges over the ten year period from $16/square foot to $20.88/square foot (average of $18.34), which is consistent with market rental for new retail space in the area of the premises.

4. Legal Issues: None expected.

5. Controversial Issues: None, to the knowledge of Libraries Department or Facilities & Property Management Division.

6. Link to Current County Policies: Operation of the proposed library will provide improved access to public library services for citizens living in the northeast metropolitan area of the County.

7. Citizen Participation: In the fall of 1996, the Fairview Library Citizen Advisory Committee was created to serve as the community's advocate for a branch library in the Fairview/Wood Village/Troutdale area. The committee was made up of eleven people representing a wide variety of interests in libraries. Between December 1996 and April 1997, the committee conducted three community surveys to determine the level of support for a branch library in that area of the County. The surveys showed strong support for a new East County branch library. The committee used the survey results to develop a profile that indicated the make up of the respondents and their views on what services they thought should be offered in a new branch. They presented this information to the Library in June 1997.

   Plans for a new branch were put on hold after the passage of Ballot Measure 47, which caused significant budget reductions. With the approval of the 5-year levy in November 1997, plans for the branch were put back on track. Library staff began meeting again with the citizens committee starting in December to talk about possible locations. The committee suggested four locations: Cherry Park Center in Troutdale, another location in Troutdale, property to be developed just south of Multnomah Kennel Club in Wood Village and the new Fairview Village. Facilities Management and Library Staff investigated these sites as possible locations for the new branch.

   At a public meeting on June 23, 1998, the Library reviewed the locations and talked specifically about two sites in Fairview Village. There was enthusiastic and nearly unanimous community support for the site in the "market square" area of Fairview Village.

8. Other Government Participation: Fairview Mayor Roger Vonderharr, who was not able to attend the June 23 public meeting, had prepared written remarks that he asked to be presented. In this testimony he said, "The City of Fairview has been working hard to develop a Town Center for both public and private services in the urban northeast portion of Multnomah County. We feel that the public/retail center of Fairview Village is already evolving into that role both by circumstance and planning...The City of Fairview has made great effort to meet the goals of the Metro 2040 plan, and I request the Library Board to help us make that plan a workable and beneficial plan for all citizens of northeast Multnomah County by selecting a Fairview Village site for the new library."

MULTNOMAH COUNTY OREGON

REAL PROPERTY LEASE DESCRIPTION FORM

☐ Revenue ☐ Rent Free Agreement ☐ Taxpayer ID (lessor) _____
☒ Expense ☐ County Owned ☐ Renewal of Lease

Property Management Contact Person Bob Oberst Phone 248-3851 Date 5-19-99

Division Requesting Lease Libraries

Contact Person June Mikkelsen Phone 248-3644

Lessor Name South Market LLC

Mailing Address 1200 NW Naito Parkway #620
Portland, OR 97209

Phone 222-5522 (Charles Haugh)

Lessee name Multnomah County

Mailing Address 2505 SE 11th Ave.
Portland, OR 97202

Phone 248-3322

Address of Lease Property 1511 NE Village St.
Fairwiew, Oregon

Purpose of Lease East County Branch Library

Effective Date About September 1, 1999 at completion of contruction

Termination Date August 31, 2009 (120 months)

Total Amount of Agreement $ 852,019.60
plus operating expense

Payment Terms

☐ Annual $ _____

☒ Other $ 118,300.00 improvement cost

☒ Monthly $ 5,333.33 first year

$5,493.22 2nd year
$5,656.67 3rd year
$5,826.67 4th year
$6,003.33 5th year
$6,183.33 6th year
$6,370.00 7th year
$6,560.00 8th year
$6,756.67 9th year
$6,960.00 10th year

FUND	AGENCY	ORGAN-IZATION	ACTIVITY	OBJ	SUB OBJ	REV SOURCE	SUB REV	REPT CATEG

REQUIRED SIGNATURES:

Department Head _____ Date 6/17/99

County Counsel _____ Date 6/8/99

Property Management _____ Date 5-21-99

County Executive/Sheriff _____ Date _____

CODE _____

VENDOR NAME _____

FOR ACCOUNTING / PURCHASING ONLY

YEAR

AUTHORIZATION NOTICE

ENCUMBRANCE "APRON" ONLY

LINE NO.	NUMBER	FUND	AGENCY	ORGANI-ZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC. DEC IND
	9910771										

WHITE-PURCHASING CANARY-INITIATOR PINK-FINANCE

RETAIL LEASE

Between:

South Market Square LLC,
an Oregon Limited Liability Company

("Landlord")

And

Multnomah County

("Tenant")

Dated April 28, 1999

TABLE OF CONTENTS

SUMMARY OF FUNDAMENTAL PROVISIONS

Following is a summary of the basic provisions contained in the Lease. In the event of any conflict between any provision contained in this Summary and a provision contained in the balance of the Lease, the latter shall control.

Name of Landlord:	South Market Square LLC
Address for Notices to Landlord:	1200 NW Naito Parkway, Suite 620 Portland, OR 97209
Address for Rent Payments:	Same
Name of Tenant and Address of Premises:	Multnomah County 1511 NE Village Street Fairview, OR 97024
Address for Notices to Tenant:	Multnomah County Property Manager 2505 SE 11th Avenue Portland, OR 97202
Trade Name Under Which Tenant Will Operate at Premises:	Multnomah County Library - Fairview Branch
Business To Be Conducted By Tenant at Premises:	Multnomah County Library
Approximate Floor Area of Premises:	4,000 sq/ft
Lease Term:	10 Years, plus two five-year options
Estimated Commencement Date:	November 1, 1999
Base Rent:	See Section 2
Percentage Rent Rate:	N/A
Tenant's Share of Additional Rent:	See Section 4 % of Retail Areas
Landlord's Broker:	N/A
Tenant's Broker:	N/A
Security Deposit:	$10,000
Guarantor's name and address:	N/A

Please Initial

Landlord Tenant

RETAIL LEASE

THIS LEASE is entered into this 22nd day of March, 1999, between South Market Square LLC, an Oregon Limited Liability Company ("Landlord") and Multnomah County ("Tenant"). Landlord has constructed, is constructing or will construct a building or buildings and other improvements (the "Building") on that certain property located at 1511 NE Village Street, in the City of Fairview, County of Multnomah, and State of Oregon (the "Property"). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord certain space on the Property consisting of approximately 4,000 square feet, as outlined on the attached Exhibit A (the "Premises") on the terms and conditions set forth in this Lease.

1. **TERM.** The term of this Lease (the "Term") shall be for a period of 120 months, commencing on the first to occur of the following dates: ~~(a) *~~, (b) the date on which Tenant begins to transact business on, at, or from the Premises, or (c) 60 days after Landlord has delivered possession of the Premises to Tenant with any work to be performed by Landlord in the Premises (as agreed by Landlord in an exhibit attached to this Lease, if any) substantially completed (the "Commencement Date"). Tenant shall complete any work required in the Premises, and approved by Landlord pursuant to Section 7, within 60 days after Landlord delivers possession of the Premises to Tenant. If the first day of the Term shall be a day other than the first day of a calendar month, then the Term shall be deemed extended by the number of days between the Commencement Date of this Lease and the first day of the first calendar month thereafter, so that the Term shall expire at the end of a calendar month. In the event Landlord allows Tenant the right to early possession of the Premises for the purpose of installation of Tenant's improvements to the Premises or for other purposes, Tenant's entry into the Premises shall be subject to all terms and conditions of this Lease except the payment of Rent. Tenant's entry shall mean entry by Tenant, its officers, contractors, employees, licensees, agents, servants, guests, invitees, and visitors. If Landlord, for any reason, cannot deliver possession of the Premises on the estimated commencement date set forth in the Summary of Fundamental Provisions (the "Estimated Commencement Date"), this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting from such delay. In that event, however, Landlord shall deliver possession of the Premises as soon as practicable. If Landlord is delayed in delivering possession to Tenant for any reason attributable to Tenant, this Lease shall commence on the Estimated Commencement Date set forth in the Summary of Fundamental Provisions. If Landlord, for any reason not attributable to Tenant, is unable to deliver possession of the Premises within 180 days following the Estimated Commencement Date, either party may terminate this Lease by written notice given within ten days following the Estimated Commencement Date.

2. **RENT.** Beginning on the Commencement Date and continuing during the entire Term, Tenant shall pay to Landlord as rent for each "Lease Year" the ~~greater of~~ "Base Rent" as defined in this Section ~~and "Percentage Rent" as defined in this Section~~. The term "Lease Year" shall mean the period from the Commencement Date through the first December 31st following the Commencement Date, January 1st through December 31st for each subsequent full calendar year during the Term, and January 1st to the end of the Term for the final Lease Year. All Rent shall be paid when due without notice, offset, or deduction or for any reason.

(a) Base Rent. The minimum monthly rent during the Term ("Base Rent") shall be according to the following table (all amounts are per square foot):

Months	Base Rent	Months	Base Rent
01-12	$16.00	61-72	$18.55
13-24	$16.48	73-84	$19.11
25-36	$16.97	85-96	$19.68
37-48	$17.48	97-108	$20.27
49-60	$18.01	109-120	$20.88

Please Initial

_____ _____

Landlord Tenant

Base Rent shall be paid in advance on or before the first day of each calendar month during the Term, except for the first calendar month. Upon execution of this Lease, Tenant shall pay to Landlord Base Rent for the first full calendar month of the Term that is equal to $5,333.33. If the first month of the Term shall be a partial month, Base Rent shall be prorated on a daily basis, based on a 30-day month, and the amount due for such partial month shall be paid on or before the first day of the first full calendar month following the Commencement Date.

~~(b) Percentage Rent. Percentage Rent shall be an amount equal to * percent (*%) of Tenant's "Gross Sales," as defined below, for each Lease Year, less any Base Rent actually paid by Tenant during the Lease Year. Percentage Rent, when applicable shall be paid on or before the tenth day of each month during the Lease Year, with an adjustment at the end of each Lease Year as provided below. On or before the tenth day of each month during the Term except for the initial month of the Term, Tenant shall pay to Landlord an amount equal to the percentage set forth above of Gross Sales in the previous calendar month, less the Base Rent actually paid by Tenant for the previous calendar month. Tenant shall pay the excess over the Base Rent to Landlord simultaneously with the deliver of the statement of monthly Gross Sales pursuant to the terms of Section 2(c) below.~~

~~(c) Statement of Gross Sales. On or before the tenth day of each moth, whether or not any Percentage Rent is payable, Tenant shall deliver to Landlord a complete and correct statement showing in reasonable detail all Gross Sales for the immediately preceding calendar month, which statement shall be signed by an officer or authorized agent of Tenant certifying it to be true and accurate. On or before the 45th day after the end of each Lease Year during the Term, Tenant shall deliver to Landlord a complete and correct statement showing in reasonable detail all Gross Sales for such Lease Year and the amount of Base Rent and Percentage Rent actually paid for such Lease Year, which statement shall be signed by an officer or authorized agent of Tenant certifying it to be true and accurate. Simultaneously with the deliver of such statement for the Lease Year, Tenant shall pay to Landlord the additional Percentage Rent, if any, required to be paid hereunder. Any excess Rent payment by Tenant for the Lease Year shall be applied to Tenant's next succeeding payment of Rent or other charges under the Lease unless within 30 days after the receipt of such statement, Landlord requests an audit as provided herein. Within 15 days after Tenant's income tax returns are filed, the prepare of Tenant's income tax return shall furnish Landlord with a signed statement certifying the amount of Gross Sales reported in Tenant's income tax returns attributable to the Premises.~~

~~(d) Records of Gross Sales. Tenant shall keep complete and proper books of account and other records pertaining to Gross Sales on a monthly basis. The books and records shall be kept or made available at a location reasonable accessible to Landlord, who may inspect all such books and records at all reasonable times to verify Tenant's Gross Sales. Tenant shall utilize cash register equipped with sealed, continuous totals to record all Gross Sales. Such cash register tapes shall be available for Landlord's review with Tenant's other books and records. Within three years after each statement of Gross Sales for a Lease Year is due, whether or not it has been submitted or whether or not Landlord has accepted a deficiency payment or refunded an excess, Landlord may request an audit of Tenant's Gross Sales by an independent certified public accountant chosen by Tenant from a list of not fewer than three submitted by Landlord in connection with the request. If Tenant does not make the choice within five days, Landlord may do so. The auditor shall have access to all of Tenant's books and records and shall take such steps, as the auditor deems necessary to complete the audit. The auditor's report shall be final and binding upon Landlord and Tenant and payments required to make adjustments in Percentage Rent to conform to the report shall be made within ten days after receipt of the report. If the Gross Sales for any Lease Year audited shall be found by the auditor to be understated by more than two percent (2%), Tenant shall immediately pay Landlord the cost of such audit; otherwise, the cost of such audit shall be paid by Landlord.~~

~~(e) Definition of Gross Sales. The term "Gross Sales" shall include all money and things of value received by, or paid to, Tenant or to others for Tenant's use and benefit, and all credit extended by Tenant in connection with the business conducted by it on the Premises and including sales of goods or services by any concessionaire, subtenant, or licensee and sales through vending devices (except as hereinafter qualified); less any sales taxes or excise taxes based upon sales price collected from customers and for which Tenant is accountable to any government or governmental agency, and less the amount of any actual refunds or credits made by Tenant on returnable merchandise.~~

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~~Gross Sales shall include any discount paid or payable to any firm or person for the use of any credit system or credit card service. Gross Sales shall include all proceeds received from any vending machines owned by Tenant or by any firm or person who is a subsidiary, affiliate, or parent of Tenant. Gross Sales shall include only the proceeds ultimately received by Tenant as commissions or otherwise in connection with vending machines which are not owned by Tenant nor owned by any firm or person which is a subsidiary, affiliate, or parent of Tenant, provided that such vending machines do not produce a substantial portion of Tenant's business. All sales originating at, on, or from the Premises shall be considered as made and completed therein, even though bookkeeping and payment of the account may be transferred to another place for collection and even though actual filling of the sale or order and actual delivery thereof may be made form a place other than the Premises.~~

(f) No Partnership Created. Landlord is not by virtue of this ~~Section 2~~ Lease or any part hereof a partner or joint venture with Tenant in connection with the business carried on under this Lease, and shall have no obligation with respect to Tenant in connection with the business carried on under this Lease, and shall have no obligation with respect to Tenant's debts or other liabilities.

(g) General. All references to "Rent" or "Rental" in this Lease shall mean Base Rent, Percentage Rent, Additional Rent, and all other payments required of Tenant under this Lease unless otherwise expressly specified and all payments required by Tenant under this Lease shall be deemed "Rent."

(h) Place of Payment. Tenant shall pay Rent and other amounts required to be paid by Tenant hereunder to Landlord at the address for Landlord set forth on the last page of this Lease, or at such other place as Landlord may from time to time designate in writing.

3. **SECURITY DEPOSIT.** Upon execution of this Lease, Tenant shall pay to Landlord a sum equal to the amount set forth on the Summary of Fundamental Provisions, as security for the full and faithful performance by Tenant of all of the covenants and terms of this Lease required to be performed by Tenant. Such security deposit shall be returned to Tenant after the expiration of this Lease, provided Tenant has fully and faithfully carried out all of Tenant's obligation hereunder, including the payment of all amounts due to Landlord hereunder and the surrender of the Premises to Landlord in the condition required in this Lease. However, Landlord, at its option, may apply such sum on account of the payment of the last month's Base Rent or other unpaid Tenant obligations. Such sum may be commingled with other funds of Landlord and shall not bear interest. In the event of a sale of the Property, Landlord shall have the right to transfer the security deposit to the purchaser to be held under the terms of this Lease, and the Landlord shall thereupon be released from all liability for the return of the security deposit. Tenant agrees to look solely to the new landlord for the return of the security deposit.

4. **ADDITIONAL RENT.**

(a) Operating Expenses. In addition to Base Rent, Tenant shall pay to Landlord a portion of the Operating Expenses incurred by Landlord in connection with the Property. The term "Operating Expenses" shall mean all expenses paid or incurred by Landlord or on Landlord's behalf, as reasonably determined by Landlord to be necessary or appropriate for the efficient operation, management, maintenance, and repair of the land and the Building. "Operating Expenses" shall include, but not be limited to those expenses incurred by Landlord under Section 8(a) of this Lease. Tenant's share of Operating Expenses shall equal total premises square feet/(retail square feet * 95%) of those Operating Expenses applicable to the retail areas of the building and total premises square feet/(building square feet * 95%) of those Operating Expenses applicable to the land and the Building in general. Landlord shall allocate Operating Expenses to the retail areas in the building and to the land and the Building in general, as Landlord determines is reasonable.

(b) Property Taxes and Insurance. In addition to Base Rent, Tenant shall pay total premises square feet/retail square feet % of all real property taxes and assessments levied, assessed or imposed

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during the Term upon the Property ("Taxes") less any credit permitted according to Supplemental Provision 2 of this Lease and total premises square feet/retail square feet % of the costs of insurance provided by Landlord pursuant to Section 5(a) ("Insurance"). Tenant shall pay to Landlord an amount each month that is equal to one-twelfth of the estimated annual Taxes and Insurance together with Tenant's payments of Operating Expenses, as provided in Section 4(c) below. If, during the Term, the voters of the state in which the Premises are located or the state legislature enacts a real property tax limitation, then any substitute taxes, in any name or form, which may be adopted to replace or supplement real property taxes shall be added to Taxes for purposes of this Section 4(b). Should there be in effect during the Term any law, statute, or ordinance which levies, assesses, or imposes any tax (other than federal or state income tax) upon rents, Tenant shall pay such taxes as may be attributable to the Rents under this Lease or shall reimburse Landlord for any such taxes paid by Landlord within ten days after Landlord bills Tenant for the same.

(c) Payment of Operating Expenses, Taxes and Insurance. Landlord shall notify Tenant of Tenant's required estimated monthly payments of Operating Expenses, Taxes, and Insurance. Beginning on the Commencement Date, and continuing throughout the Term, Tenant shall make such monthly payments on or before the first day of each calendar month. Landlord may, from time to time, by written notice to Tenant, change the estimated monthly amount to be paid. No interest or earnings shall be payable by Landlord to Tenant on any amount paid under this Section 4, and Landlord may commingle such payments with other funds of Landlord. Landlord shall, within 90 days after the close of each calendar year or as soon thereafter as is practicable, deliver to Tenant a written statement setting forth the actual Operating Expenses, Taxes and Insurance for the prior year together with a computation of the charge or credit to Tenant of any difference between the actual cost and the estimated cost paid by Tenant for such period; and any such difference shall be paid or reimbursed, as applicable, within 10 days after Landlord gives Tenant notice thereof. If Tenant has any objections to the annual statement made by Landlord, such objections shall be made in writing given to Landlord within 30 days after the statement is submitted to Tenant. If no objections are made within such time period, the annual statement shall be conclusive and binding on Tenant. If Tenant desires to review any of Landlord's records pertaining to Operating Expenses, Taxes or Insurance, Tenant may do so after reasonable prior notice given to landlord, but no more often than once during any calendar year. Such review shall take place where such records are kept, and shall be conducted by a certified public accountant chosen by Tenant subject to Landlord's prior written approval, which shall not be unreasonably withheld. Tenant shall pay all costs of such review including without limitation reimbursement for time incurred by Landlord's representatives and photocopy charges.

5. INSURANCE; INDEMNITY.

(a) Insurance. During the Term, Landlord shall maintain in full force a policy or policies of standard multi-peril insurance covering the Building and other improvements (exclusive of ~~Tenant's~~ all Building tenants' trade fixtures, tenant improvements and other property) situated on the Property for the perils of fire, lightning, windstorm and other perils commonly covered in such policies. Additionally, the perils of earthquake, landslide, flood, and/or other perils may be covered at the election of Landlord. During the Term, Landlord shall maintain in full force a comprehensive liability insurance policy in amounts considered appropriate by Landlord insuring Landlord against liability for bodily injury and property damage occurring in, on or about the Property. Landlord shall use its reasonable efforts to secure said insurance at competitive rates.

(b) Increases in Premiums. This Lease is entered into on the basis that Tenant's occupancy will not affect the Property's classification for insurance rating purposes. If Tenant's initial intended use of the Premises results in higher insurance premiums for any buildings situated on the Property, Tenant shall pay for the increased costs of the premiums for insuring any such buildings against loss by fire with standard extended coverage endorsements during the Term. If the insurance premiums on any such buildings are increased during the Term as a result of the installation of equipment on the Premises by Tenant, by reason of Tenant maintaining certain goods or materials on the Premises or as a result of other use or occupancy of the Premises by Tenant, Tenant shall pay the additional cost of the insurance for any such buildings (whether or not Landlord has consented to the activity resulting in the increased insurance premiums). Tenant shall refrain from any activity in its use of the Premises which would make it impossible

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to insure the Premises or the building situated on the Property against casualty or which would increase the insurance rate of any such building or prevent Landlord from taking advantage of the ruling of the Insurance Rating Bureau of the state in which the Premises are situated or its successors allowing Landlord to obtain reduced premium rates for long term fire insurance policies, unless Tenant pays the additional cost of the insurance. All of Tenant's electrical equipment shall be U-L approved. If Tenant installs any electrical equipment that overloads the lines in the Premises or in any such buildings, Tenant shall at its own expense make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction. Any insurance premiums to be paid by Tenant by reason of its initial intended use of the Premises or any increase in fire insurance premiums attributable to Tenant's use or occupancy of the Premises during the Term shall be paid by Tenant to Landlord within thirty days after landlord bills Tenant for the same.

(c) Indemnity; Tenant's Insurance. Tenant shall indemnify, defend, and save harmless Landlord from any and all liability, damage, expenses, attorney's fees, causes of actions, suits, claims or judgments, arising out of or connected with (i) the use, occupancy, management, or control of the Premises, (ii) any failure of Tenant to comply with the terms of this Lease, and (iii) the acts or omissions of Tenant, its agents, officers, directors, employees, or invitees; provided, however, that Tenant shall not be liable for claims caused by the negligence of Landlord. Tenant shall, at its own cost and expense, defend any and all suits which may be brought against Landlord either alone or in conjunction with others (provided, however, that nothing in this clause shall obligate Tenant to defend any other of Landlord's tenants) upon any such above mentioned cause or claim, and shall satisfy, pay, and discharge any and all judgments that may be recovered against landlord in any such action or actions in which Landlord may be a party defendant. ~~Tenant shall at its own expense during the Term carry in full force and effect a comprehensive public liability insurance policy including property and personal injury coverage, with an insurance carrier satisfactory to Landlord, naming Landlord, Landlord's management agent, and the Landlord's lender as additional insured, with a combined single limit for bodily injury or property damage in an amount of not less than the greater of (a) $*, or (b)$1,000,000, per occurrence and in aggregate, insuring against any and all liability of Tenant with respect to the Premises and under this Lease including without limitation Tenant's indemnity obligations under this Lease, or arising out of the maintenance, use or occupancy of the Premises. Tenant shall carry insurance that fully covers repair and replacement of broken storefront windows.~~ If engaged in the sale or distribution of alcoholic beverages, Tenant shall carry liquor liability insurance in a form and in such amounts satisfactory to Landlord. Such policy shall provide that the insurance shall not be cancelable or modified without at least ten- (10) days prior written notice to Landlord, and shall be deemed primary and noncontributing with other insurance available to Landlord. On or before the Commencement Date, Tenant shall furnish Landlord with a certificate or other acceptable evidence that such insurance is in effect. ~~Tenant shall also provide and maintain insurance to comply with Worker's Compensation and Employer's Liability Laws.~~ Tenant hereby represents and warrants that it self insures for all liabilities stricken in the preceding paragraph and, at minimum, to the extent ~~[therein provided]~~ of the limits in the Oregon Tort Claims Act.

6. **USE OF PREMISES.** The Premises shall be used for a Multnomah County Library Branch and for no other purpose without Landlord's written consent. In connection with the use of Premises, Tenant shall:

(a) Conform to all applicable laws, statutes, rules, ordinances, orders, regulations and requirements of any public authority ("Laws") affecting the Premises and the use of the Premises and correct, at Tenant's own expense, any failure of compliance created through Tenant's fault or by reason of Tenant's use, unless such failure is due to Landlord's default in the performance of the agreements set forth in this Lease to be kept and performed by Landlord. Without limiting the generality of the foregoing, Tenant shall comply with the Americans with Disabilities Act as it applies to the Premises and all obligations pertaining to asbestos as required by the Occupational Safety and Health Administration (OSHA) applicable to the Premises and to Tenant's employees;

(b) Refrain from any activity which would be reasonably offensive to Landlord, to other tenants in any buildings situated on the Property, or to owners or users of the adjoining premises, or which would tend to create

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a nuisance or damage the reputation of the Premises or of any such buildings. Without limiting the generality of the foregoing, Tenant shall not permit any noise or odor to escape or be emitted from the Premises nor permit the use of flashing (strobe) lights nor shall Tenant permit the sale or display of offensive materials as reasonably determined by Landlord;

(c) Refrain from loading the floors, electrical systems, plumbing systems, or heating, ventilating and air conditioning systems ("HVAC"), beyond the point considered safe by a competent engineer or architect selected by Landlord and refrain from using electrical, water, sewer, HVAC, and plumbing systems in any harmful way. If Landlord employs an engineer, architect, electrical, or other consultant to determine whether Tenant's use of the Premises is in violation of this Section 6(c), Tenant shall pay the reasonable costs incurred in connection with that employment if Tenant is reasonably determined to be in violation of this Section 6(c). Tenant shall use hair interceptors, grease traps or other drain protection devices as needed to avoid such harmful use;

(d) Not permit any pets or other animals in the Premises except for Seeing Eye dogs;

(e) Refrain from making any marks on or attaching any sign, insignia, antenna, window covering, aerial or other device to the exterior or interior walls, windows or roof of the Premises without the written consent of the Landlord, which consent shall not be unreasonably withheld. Landlord need not consent to any sign that fails to conform to the general design concept of the building situated on the Property, as established by Landlord. Notwithstanding Landlord's consent to any signs, Tenant shall (i) comply with all Laws related to such signs at its own cost and expense, and (ii) remove all such signs upon termination of the Lease and repair any damage to the Premises caused thereby, at Tenant's own cost and expense;

(f) Comply with any reasonable rules respecting the use of the Premises promulgated by Landlord from time to time and communicated to Tenant in writing. Without limiting the generality of the foregoing, such rules may establish hours, during which the common area shall be open for use, may regulate deliveries to the Premises and may regulate parking by employees. Recognizing that it is in the best interests of all tenants to accommodate the parking needs of customers, landlord reserves the right to require employees of Tenant to park in designated areas of the common area or to park outside of the common area if Landlord determines that the extent of employee parking is detrimental to the businesses of the tenants or any of them. Tenant shall use its best efforts to complete, or cause to be completed, all deliveries, loading and unloading to the Premises by ~~8 a.m.~~ such times as are reasonably established from time to time by Landlord each day, and to prevent delivery trucks or other vehicles serving the Premises to park or stand in front of the locations of other tenants;

(g) Comply with any no smoking (and other health related) policies and procedures established by Landlord from time to time;

(h) Recognizing that it is in the interest of both Tenant and Landlord to have regulated hours of business, Tenant shall keep the Premises open for business and cause Tenant's business to be conducted therein during those days and hours as is customary for businesses of like character in the city or county in which the Premises are situated, but in any event during those days and hours reasonably established by Landlord , except to the extent that the use of the Premises is interrupted or prevented by causes beyond Tenant's reasonable control;

~~(i) Maintain on the Premises an adequate stock of merchandise and trade fixtures to service and supply the usual and ordinary requirements of its customers. If Tenant has a food or beverage related use, Tenant shall not use a new or modified menu without Landlord's prior review and written approval of the menu, which shall not be unreasonably withheld;~~

(j) Not permit any cash, credit card, or coin-operated vending, novelty or gaming machines or equipment on the Premises without the prior written consent of Landlord; and not to permit the use of any part of the

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Premises for a second-hand store, nor for an auction, distress or fire sale, or bankruptcy or going-out-of-business sale or the like;

(k) Refrain from violating or causing the violation of any exclusive use provision granted to any tenant or other occupant of the Property as to which Tenant has been give written notice;

(l) Not commit or suffer any harm to the Premises including without limitation the improvements thereon or any part thereof; and Tenant shall keep the Premises in a neat, clean, sanitary, and orderly condition;

(m) Refrain from any use of any area on the Property which is outside of the Premises unless such use is specifically permitted in writing by Landlord in advance; and

(n) Not generate, release, store, or deposit on the Premises any environmentally hazardous or toxic substances, materials, wastes, pollutants, oils, or contaminants, as defined by any federal, state, or local law or regulation (collectively, "Hazardous Substances"). Tenant shall indemnify, defend, and hold harmless Landlord from and against any and all claims, losses, damages, response costs and expenses of any nature whatsoever (including without limitation attorneys', experts', and paralegal' fees) arising out of or in any way related to the generation, release, storage, or deposit of Hazardous Substances on the Premises by Tenant or any other person or entity other than Landlord on and/or after the date of this Lease.

7. **TENANT IMPROVEMENTS AND ALTERATIONS.** Unless otherwise specified in any Rider or Exhibit to this Lease, Tenant accepts the Premises in their condition as of the Commencement Date and Tenant shall pay for all tenant improvements, whether the work is performed by Landlord or by Tenant. If any improvements to the Premises or other work on the Premises by Tenant causes the need to comply with any Laws in areas outside of the Premises including without limitation the Americans with Disabilities Act or regulations pertaining to earthquake codes, Tenant shall pay the cost thereof as well. Tenant shall make no improvements or alterations on the Premises of any kind, including the initial work to be performed by Tenant in the Premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Prior to the commencement of any work by Tenant, Tenant shall first submit the following to Landlord and obtain Landlord's written consent to all of the following, which consent shall not be unreasonably withheld: Tenant's plans and specifications; Tenant's estimated costs; and the names of all of Tenant's contractors and subcontractors. If Landlord is to perform the work for some or all of such work, Landlord shall have the right to require Tenant to pay for the cost of the work in advance or in periodic installments. If the work is to be performed by Tenant, Landlord shall have the right to require Tenant to furnish adequate security to assure timely payment to the contractors and subcontractors for such work. All work performed by Tenant shall be done in strict compliance with all applicable building, fire, sanitary, and safety codes, and other applicable laws, statutes, regulations, and ordinances, and Tenant shall secure all necessary permit s for the same. Tenant shall keep the Premises free from all liens in connection with any such work. All work performed by the Tenant shall be carried forward expeditiously, shall not interfere with Landlords 'work or the work to be performed by or for other tenants, and shall be completed within a reasonable time. Landlord or Landlord's agents shall have the right at all reasonable times to inspect the quality and progress of such work. All improvements, alterations and other work performed on the premises by either Landlord or Tenant shall be the property of Landlord when installed, except for Tenant's trade fixtures, and may not be removed at the expiration of this Lease unless the applicable Landlord's consent specifically provides otherwise. Notwithstanding Landlord's consent to improvements or alterations by Tenant, all such improvements, alterations or other work to be performed by Tenant shall be at the sole cost and expense of Tenant.

8. **REPAIRS AND MAINTENANCE.**

(a) Landlord's Responsibilities. The following shall be the responsibility of Landlord:

(i) Structural repairs and maintenance and repairs necessitated by structural disrepair or defects;

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(ii) Repair and maintenance of the exterior walls, roof, gutters, down spouts and the foundation of the Building. This shall not include maintenance of the operating condition of doors and windows or replacement of glass, nor routine maintenance of the store front;

(iii) Repair of interior walls, ceilings, doors, windows, floors and floor coverings when such repairs are made necessary because of failure of Landlord to keep the structure in repair as above provided in this Section 8(a);

(iv) Maintenance and repair of the heating and air conditioning systems and sprinkler systems, if any. However, Landlord reserves the right to contract with a service company for the maintenance and repair of the foregoing systems, or any of them; and Tenant's share of such expenses shall be paid by Tenant to Landlord monthly;

(v) Extermination of pests, vermin, and rodents; and

(vi) Repairs of wiring, plumbing, drainpipes, sewers, and septic tanks.

(b) Tenant's Responsibilities. The following shall be the responsibility of Tenant:

(i) The interior of the Premises including any interior decorating;

(ii) Any repairs necessitated by the negligence of or use of the Premises by Tenant, its agents, employees and invitees and their use of the Premises;

~~(iii) Maintenance and repair of the heating and air conditioning systems and sprinkler systems, if any. However, Landlord reserves the right to contract with a service company for the maintenance and repair of the foregoing systems, or any of them; and Tenant's share of such expenses shall be paid by Tenant to Landlord monthly;~~

(iv) Maintenance and repair of the interior walls and floor coverings (both hard surfaces and carpeting);

(v) Any repairs or alterations required under Tenant's obligation to comply with the laws and regulations as set forth in this Lease; and

(vi) All other repairs or maintenance to the Premises which Landlord is not expressly required to make under Section 8(a) above, which includes, without limiting the generality of the foregoing, the replacement of all glass which may be broken or cracked during the Term with glass of as good or better quality than that in use at the commencement of the Term, and routine maintenance of the street front, ~~wiring, plumbing, drainpipes, sewers, and septic tanks including without limitation, repairs outside of the Premises if the need for the repair arises from Tenant's use of the Premises~~. All of Tenant's work shall be in full compliance with then-current building code and other governmental requirements. ~~Tenant shall contract with a qualified pest extermination company for regular extermination services to keep the Premises free of pests, vermin, and rodents~~.

(c) Inspections. Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs as outlined above in any area in Tenant's possession and control shall not mature until a reasonable time after Landlord has received from Tenant written notice of the necessity of repairs, except in the event emergency repairs may be required and in such event Tenant shall attempt to give Landlord appropriate notice considering the circumstances.

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(d) Landlord's Work. All repairs, replacements, alterations or other work performed on or around the Premises by Landlord shall be done in such a way as to interfere as little as reasonably possible with the use of the Premises by Tenant. Tenant shall have no right to an abatement of Rent or any claim against Landlord for any inconvenience or disturbance resulting from Landlord's performance of repairs and maintenance pursuant to this Section 8.

9. **LIENS; TENANT'S TAXES.** Tenant shall keep the Premises free from all liens, including mechanic's liens, arising from any act or omission of Tenant or those claiming under Tenant. Landlord shall have the right to post and maintain on the Premises or the Building such notices of non-responsibility as are provided for under the lien laws of the state in which the Premises are located. Tenant shall be responsible for and shall pay when due all taxes assessed during the Term against any leasehold or personal property of any kind owned by or placed upon or about the Premises by Tenant.

10. **UTILITIES.** Tenant shall pay promptly for all water and sewer facilities, gas and electrical services, including heat and light, garbage collection, recycling, and all other facilities and utility services used by Tenant or provided to the Premises during the Term. If the heating and air-conditioning systems are not on separate meters, Tenant shall pay its proportionate share of such charges based upon the actual use of the heat and air conditioning by Tenant and by the other tenants of the Building, as reasonably determined by Landlord, within ten days after billing therefor. Tenant shall arrange for regular and prompt pickup of trash and garbage and paper recycling and shall store such trash and garbage in only those areas designated by Landlord. However, if Landlord elects to arrange for garbage collection on a cooperative basis for Tenant and any other tenants, Tenant shall pay its proportionate share of the garbage collection charges, within ten days after billings therefor. Tenant shall comply with any recycling programs required by any Law or reasonably required by Landlord.

11. **ICE, SNOW, AND DEBRIS.** Tenant shall keep the walks in front of the Premises free and clear of ice, snow, rubbish, debris, and obstruction. Tenant shall save and protect Landlord from any injury whether to Landlord or Landlord's property or to any other person or property caused by Tenant's failure to perform Tenant's obligations under this Section 11. Tenant's obligations under this Section 11 shall be performed at Tenant's cost and expense. Landlord reserves the right to cause the removal of ice, snow, debris and obstruction from the area in front of the Premises and Tenant shall pay the cost thereof within ten days after billing therefor.

12. **WAIVER OF SUBROGATION.** To the extent it will not void any policy of insurance and to the extent insurance proceeds are actually received, ~~N~~neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in a standard multi peril insurance policy, including sprinkler leakage insurance, if the Premises have sprinklers. Subject to the conditions set forth in the preceding sentence, ~~A~~all claims or rights of recovery for any and all such loss or damages, however caused, are hereby waived. Without limiting the generality of the foregoing, said absence of liability should exist whether or not such loss or damage is caused by the negligence of either Landlord or Tenant or by any of their respective agents, servants or employees.

13. **INJURY TO TENANT'S PROPERTY.** Landlord shall not be liable for any injury to the goods, stock, merchandise or any other property of Tenant ~~or to any person~~ in or upon the Premises or to the leasehold improvements in the Premises resulting from fire or collapse of the Building or any portion thereof or any other cause, including but not limited to damage by water or gas, or by reason of any electrical apparatus in or about the Premises. Tenant is responsible for carrying insurance to cover the risks described in this Section.

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(a) Partial Destruction. If the Premises shall be partially damaged by fire or other cause, and Section 14(b) below does not apply, the damages to the Premises shall be repaired by Landlord, and all Base Rent until such repair shall be made shall be apportioned accordingly to the part of the Premises that is useable by Tenant, except when such damage occurs because of the fault of Tenant. The repairs shall be accomplished with all reasonable dispatch. Landlord shall bear the cost of such repairs unless the damage occurred from a risk which would not be covered by a standard fire insurance policy with an endorsement for extended coverage, including sprinkler leakage, and the damage was the result of the fault of Tenant, in which event Tenant shall bear the expense of the repairs.

(b) Substantial Damage. If the buildings situated on the Property or the Building or the Premises, or any of them, are 50% or more destroyed during the Term by any cause, Landlord may elect to terminate the Lease as of the date of damage or destruction by notice given to Tenant in writing not more than 45 days following the date damage. In such event all rights and obligations of the parties shall cease as of the date of termination. In the absence of an election to terminate, Landlord shall proceed to restore the Premises, if damaged, to substantially the same form as prior to the damage or destruction, so as to provide Tenant useable space equivalent in quantity and character to that before the damage or destruction. Work shall be commenced as soon as reasonably possible, and thereafter proceed without interruption, except for work stoppages on account of matters beyond the reasonable control of Landlord. From the date of damage until the Premises are restored or repaired, Base rent shall be abated or apportioned according to the part of the Premises useable by Tenant, unless the damage occurred because of the fault of Tenant. Landlord shall bear the cost of such repairs unless the damage occurred from a risk which would not be covered by a standard fire insurance policy with an endorsement for extended coverage, including sprinkler leakage, and the damage was the result of the fault of Tenant, in which event Tenant shall bear the expense of the repairs.

(c) Restoration. If the Premises are to be restored by Landlord as above provided in this Section 14, Tenant, at its expense, shall be responsible for the repair and restoration of all items which were initially installed at the expense of Tenant (whether the work was done by Landlord or Tenant) or for which an allowance was given by Landlord to Tenant, together with Tenant's stock in trade, trade fixtures, furnishings, and equipment; and Tenant shall commence the installation of the same promptly upon delivery to it of possession of the Premises and Tenant shall diligently prosecute such installation to completion.

15. **EMINENT DOMAIN.**

(a) Partial Taking. If a portion of the Premises is condemned and neither Section 15(b) nor Section 15(c) apply, the Lease shall continue in effect. Landlord shall be entitled to all the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of condemnation. Landlord shall proceed as soon as reasonably possible to make such repairs and alterations to the Premises as are necessary to restore the remaining Premises to the condition as comparative as reasonably practicable to that existing at the time of condemnation. Base rent shall be abated to the extent that the premises are untenantable during the period of alteration and repair. After the date on which title vests in the in condemning authority, Base Rent shall be reduced commensurately with the reduction in value of the Premises as an economic unit on account of the partial taking.

(b) Substantial Taking of the Property. If a condemning authority takes any substantial part of the Property or any substantial part of the Building, the Lease shall, at the option of Landlord, terminate as of the date title vests in the condemning authority. In such event all rights and obligations of the parties shall cease as of the date of termination. Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall nave no claim against Landlord as a result of the condemnation. Tenant shall be free to make a separate claim for its moving expenses and l lost trade fixtures so long as such claim does not interfere with or reduce Landlord's claim or award.

(c) Substantial Taking of Premises. If a condemning authority takes all of the Premises or a portion sufficient to render the remaining Premises reasonably unsuitable for Tenant's use, the Lease shall terminate as of the date title vest in the condemning authority. In such event all rights and obligation of the parties shall cease as

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Landlord Tenant

of the date of termination. Landlord shall be entitled to all of the proceeds of condemnation and Tenant shall have no claim against Landlord as a result of the condemnation.

(d) Definition. Sale of all or any part of the Premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purpose of this Lease as a taking by condemnation.

16. **BANKRUPTCY.** Subject to Section 17, this Lease shall not be assigned or transferred voluntarily or involuntarily by operation of law. It may, at the option of Landlord, be terminated, if Tenant be adjudged bankrupt or insolvent, or makes an assignment for the benefit of creditors, or files or is a party to the filing of a petition in bankruptcy, or commits an act of bankruptcy, or in case a receiver or trustee is appointed to take charge of any or the assets of Tenant or sublessees or assignees in or on the Premises, and such receiver or trustee is not removed within 30 days after the date of his appointment, or in the event of judicial sale of the personal property in or on the Premises upon judgment against Tenant or any sublessees or assignee hereunder, unless such property or reasonable replacement therefor be installed on the Premises. To the extent permitted by law, this Lease or sublease hereunder shall not be considered as an asset of a debtor-in-possession, or an asset in bankruptcy, insolvency, receivership, or other judicial proceedings. This Lease shall be considered a lease of real property in a shopping center within the meaning of Section 365(b)(3) of the U.S. judicial proceedings. This Lease shall be considered a lease of real property in a shopping center within the meaning of Section 365(b)(3) of the U.S. judicial proceedings. This lease shall be considered a Lease of real property in a shopping center within the meaning of Section 365(b)(3) of the U.S. Bankruptcy Code.

17. **DEFAULT.** The following meanings shall be events of default.

(a) Failure of Tenant to pay any Rent when due or failure of Tenant to pay any other charge required under this Lease within ten (10) days after it is due.

(b) Failure of Tenant to execute the documents described in Section 21 or 22 within the time required under such Sections: failure of Tenant to provide or maintain the insurance required of Tenant pursuant to Section 5(c); or failure of Tenant to comply with any Laws as required pursuant to Section 6 within 24 hours after written demand by Landlord.

(c) Failure of Tenant to comply with any term or condition or fulfill any obligation of this Lease (other than the failures described Section 17(a) or 17(b) above) within ten (10) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such nature that it cannot be completely remedied within the ten (10) day period, this provision shall be complied with if Tenant begins correction of the default within the ten (10) and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. Landlord shall be obligated to give written notice for the same type of default more than twice: at Landlord's option, a failure to perform an obligation after the second notice shall be automatic event of default, without notice or any opportunity to cure.

(d) The abandonment of the Premises by Tenant or the failure of Tenant for fifteen (15) days or more to occupy the Premises for one or more of the designated purposes of this Lease unless such failure is excused under other provisions of this Lease.

(e) The bankruptcy or insolvency of Tenant or the occurrence of other acts specified in Section 16 of this Lease which give Landlord the option to terminate.

18. **REMEDIES ON DEFAULT.** In the event of a default, Landlord may, at Landlord's option, exercise any one or more of the rights and remedies available to a Landlord in the state in which the Premises are located to redress such default, consecutively or concurrently, including the following:

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Landlord Tenant

(a) Landlord may elect to terminate Tenant's right to possession of the Premises or any portion thereof by written notice to Tenant. Following such notice, Landlord may re-enter, take possession of the Premises and remove any persons or property by legal action or self-help with the use of reasonable force and without liability for damages. To the extent permitted by law, Landlord shall have the right to retain the personal property belonging to Tenant that is on the Premises at the time of re-entry, or the right to such other security interest therein as the law may permit, to secure all sums due or which become due to Landlord under this Lease. Perfection of such security interest shall occur by taking possession of such to secure all sums due or which become due to Landlord under this Lease. Perfection of such security interest shall occur by taking possession of such personal property or otherwise as provided by law.

(b) Following re-entry by Landlord , Landlord may relet the Premises for a term longer or shorter than the Term and upon any reasonable terms, including the granting of rent concessions to the new tenant. Landlord may alter, refurbish or otherwise change the character or use of the Premises in connection with such reletting. Landlord shall not be required to relet for any use or purpose that Landlord may reasonably consider injurious to its property or to any tenant that Landlord may reasonably consider objectionable. No such reletting by Landlord following default by Tenant shall be construed as an acceptance of the surrender of the Premises. If rent received upon such reletting exceeds the Rent received under this Lease, Tenant shall have no claim to the excess.

(c) Following Landlord re-entry Landlord shall have the right to recover from tenant the following damages:

(i) All unpaid rental or other charges for the period prior to re-entry, plus interest at the rate equal to five percentage points in excess of the discount rate, including any surcharge on the discount rate, on 90-day commercial paper declared by Federal Reserve Bank in Federal district in which Portland, Oregon is located on the date the charge was due (the "Interest Rate").

(ii) An amount equal to the Rent lost during any period during which the Premises are not relet, if Landlord uses reasonable efforts to relet the Premises. If Landlord lists the Premises with a real estate broker experienced in leasing commercial property in the metropolitan area in which the Premises are located, such listing shall constitute the taking of reasonable efforts to relet the Premises.

(iii) All costs incurred in reletting or attempting to relet the Premises, including but without limitation, the cost of cleanup and repair in preparation for a new tenant, the cost of correction any defaults or restoring any unauthorized alterations and the amount of any real estate commissions or advertising expenses.

(iv) The difference between the Rent reserved under the Lease and the amount actually received by Landlord after reletting as such amounts accrue.

(v) Reasonable attorney's fees incurred in connection with the default, whether or not any litigation is commenced.

(d) Landlord may sue periodically to recover damages as they accrue throughout the Term and no action for accrued damages shall be a bar to later action for damages subsequently accruing. To avoid a multiplicity of action, Landlord may obtain a decree of specific recover accrued damages plus damages attributable to the remaining Term equal to the difference between the Rent under the Lease and the reasonable rental value of the Premises for the remainder of the Term.

(e) In the event that Tenant remains in possession following default and Landlord does not elect to re-enter, Landlord may recover all back Rent and other charges, and shall have the right to cure any nonmonetary default and recover attorney's fees reasonably incurred in connection with the default, whether or not litigation is

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Landlord Tenant

commenced. Landlord may sue to recover such amounts as they accrue, and no one action for accrued damages shall bar a later action for damages subsequently accruing.

(f) The foregoing remedies shall not be exclusive but shall be addition to all other remedies and rights provided under applicable law and no election to pursue one remedy shall preclude resort to another remedy.

19. **SURRENDER AT EXPIRATION**

(a) Condition of Premises. Upon expiration of the Term or earlier termination Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Improvements and alterations constructed by Tenant shall not be removed or restored to the original condition unless the terms of Landlord's consent provides otherwise or unless Landlord requests Tenant to remove all or any of such improvements or alterations, in the event Tenant shall remove the same and restore the Premises. Depreciation and wear form ordinary use for the purpose for which the Premises were let need not be restored, but all repair for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. Tenant's obligations under this Section 19 shall be subject to the provisions of Section 14 relating to damages or destruction.

(b) Fixtures

(i) All fixtures placed upon the Premises during the Term, other than Tenant's trade fixtures, shall, at Landlord option, become the property of Landlord. Movable furniture, decorations, floor covering, curtains, drapes, blinds, furnishing and trade fixtures shall remain the property of Tenant if placed on the Premises by Tenant; provided, however, if Landlord granted Tenant an allowance for improvements, installation, floor coverings, curtains, drapes, blinds or other items, such items shall Landlord's option become the property of Landlord notwithstanding the installation thereof by Tenant.

(ii) If Landlord so elects, Tenant shall remove any or all fixtures, shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the Interest Rate. Tenant shall remove all furnishings; furniture and trade fixtures, which remain the property and all rights of Tenant with respect to it, shall cease. Landlord may effect a removal and place the property in public or private storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, with interest on all such expenses from the date of expenditure at the Interest Rate.

(iii) The time for removal of any property or fixtures that tenant is required to remove form the Premises upon termination shall be as follows:

a. On or before the date the Lease terminates because of expiration of the Term or because of a default under Section 18.

b. Within 30 days after notice from Landlord requiring such removal where the property to be removed is a fixture which Tenant is not required to remove except after such notice by Landlord, and after the date would fall after the date that Tenant would be required to remove other property.

(c) Holdover. If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant form month-to-month, subject to all of the provisions of this Lease except the provision for the Term, and except the Base Rent, provided herein shall double during the period of month-to-month tenancy. Failure of Tenant to remove fixtures, furniture, furnishings or trade fixtures that Tenant is required to remove under the Lease shall constitute a failure to vacate to which this Section 19(c) shall apply if the property not removed will interfere with occupancy of the Premises by another Tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

20. **ASSIGNMENT AND SUBLETTING.**

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Landlord Tenant

(a) Landlord's Consent. Tenant shall not, either voluntarily or by Operation of law, sell, assign or transfer this Lease or sublet the Premises or any part thereof, or assign any right to use the Premises or any part thereof (each a "Transfer") without the prior written consent of Landlord. Which consent shall not be unreasonably withheld, and any attempt to do so without such prior written consent shall be void and at Landlord's option, shall terminate this Lease. If Tenant requests Landlord's consent to Transfer, Tenant shall promptly provide Landlord with a copy of the proposed agreement between Tenant and its proposed transferee and with all such other information concerning the business and financial affairs of such proposed transferee as Landlord may request; Landlord may withhold such consent unless the proposed transferee (I) is satisfactory to Landlord as to credit, managerial experience, net worth, character and business of professional standing. (ii) Is a person or entity whose possession of the Premises would not be inconsistent with Landlord's commitments with other tenants or with the mix of uses Landlord desires at the Property, (iii) will occupy the Premises solely for the use authorized under this Lease, (iv) expressly assumes and agrees in writing to be bound by and directly responsible for all of Tenant's obligations hereunder, (v) will conduct a business that does not adversely impact the use of the Property's common areas, and (vi) will conduct its business in the Premises in such a manner so that the Percentage Rent payable to Landlord under this Lease will not likely be less than the Percentage Rent that would have been payable to Landlord had there been no Transfer. Landlord's consent to any such Transfer shall in no event release Tenant from its liabilities or obligations hereunder nor relieve Tenant from the requirement of obtaining Landlord's prior written consent to any further Transfer. Landlord's acceptance of rent from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or consent to any Transfer.

(b) Payment to Landlord and Termination of Lease.

(i) Landlord may, as a condition to its consideration of any request for consent to a proposed Transfer; impose a fee to cover Landlord's reasonable administrative and legal expenses in connection therewith. Such fee shall (i) be payable by Tenant upon demand, (ii) include all reasonable legal fees incurred by Landlord, and (iii) be retained by Landlord regardless of whether such consent is granted.

(ii) If any such proposed Transfer provides for the payment of, or if Tenant otherwise receives, rent, additional rent or other consideration for such Transfer that is in excess of the Rent and all other amounts that Tenant is required to pay under this regardless of whether such excess is payable on a lump sum basis or over a term), then in the event Landlord grants its consent to such proposed Transfer, Tenant shall pay Landlord the amount of such excess s it is received by Tenant. Any violation of this paragraph shall be deemed a material and noncurable breach of this Lease.

(iii) If Tenant is a corporation, an unincorporated association, a partnership, a limited partnership, or a limited liability company, the transfer, assignment or hypothecation of any stock or interest in such entity in the aggregate in excess of twenty-five percent shall be deemed a Transfer of this Lease within the meaning and provisions of this Section 20.

21. **SUBORDINATION.** Tenant's interest hereunder shall be subject and subordinate to all mortgages, trust deeds, and other financing and security instruments placed on the Premises by Landlord from time to time ("Mortgages") except that no assignment or transfer of Landlord's rights hereunder to a lending institution as collateral security in connection with a Mortgage shall affect Tenant's right to possession, use and occupancy of the Premises so long as Tenant shall not be in default under any of the terms and conditions of this Lease. The provisions of this Section 21 shall be self-operation. Nevertheless, Tenant agrees to execute acknowledge and deliver to Landlord within ten days after Landlord's written request, an instrument in recordable form which expressly subordinates Tenant's interest hereunder to the interests of the holder of any Mortgage, and which includes any other reasonable provisions requested by the holder or prospective holder of any Mortgage. At Landlord's request, Tenant shall furnish Landlord current balance sheets, operation statements, and other financial statements in the form as reasonably requested by Landlord or by the holder or prospective holder of any Mortgage, certified by Tenant as accurate and current. Tenant

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Landlord Tenant

agrees to sign an authorization for Landlord to conduct a check of Tenant's credit as requested by Landlord from time to time.

22. **ESTOPPEL CERTIFICATE.** Tenant shall from time to time, upon not less than ten days prior notice, submit to Landlord, or to any person designated by Landlord, a statement in writing, in the form submitted Tenant by Landlord, certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, identifying the same by the date thereof and specifying the nature thereof) that to the knowledge of Tenant no uncured default exists hereunder (or if such uncured default does exist, specifying the same), the dates to which the Rent and other sums and charges payable hereunder have been paid, that Tenant has no claims against Landlord and no defenses or offsets to rental except for the continuing this Lease as Landlord reasonably request.

23. **PERFORMANCE BY LANDLORD.** Landlord shall not be deemed in default for the nonperformance or for any interruption or delay in performance of any of the terms, covenants and conditions of this Lease if the same shall be due to any labor dispute, stride, lockout, civil commotion or like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain labor, services or material, through acts of God, or other cause beyond the reasonable control Landlord, providing such cause is not due to the willful act or neglect of Landlord.

24. ~~**LANDLORD'S**~~ **RIGHT TO CURE DEFAULT.** If ~~Tenant~~ either party shall fail to perform any of the covenants or obligations to be performed by ~~Tenant~~ such party, ~~Landlord~~ the other party, in addition to all other remedies provided herein, shall have the option (but not the obligation) to cure such failure to perform after thirty days' written notice to ~~Tenant~~ the party failing to perform. All of ~~Landlord's~~ the other party's expenditures incurred to correct the failure to perform shall be reimbursed by ~~Tenant~~ the party failing to perform upon demand with interest from the date of expenditure at the Interest Rate. ~~Landlord's~~ Each party's right to cure ~~Tenant's~~ the other's failure to perform is for the sole protection of ~~Landlord~~ of that party and the existence of the right shall not release ~~Tenant~~ the other from the obligation to perform all of the covenants herein provided to be performed by ~~Tenant~~ the other party, or deprive ~~Landlord~~ either party of any other right that ~~Landlord~~ the non-defaulting party may have by reason of default of this Lease by ~~Tenant~~ the defaulting party.

25. **INSPECTION.** Landlord, Landlord's agents and representatives, shall have the right to enter upon the Premises at any time in the event of emergency and, in other events, at reasonable times after prior verbal notice for the purpose of inspection the same, for the purpose of making repairs of improvements to the Premises or the Building, for showing the Premises during the final ninety days of the Term, or for any other lawful purpose.

26. **FOR SALE AND FOR RENT SIGNS.** During the period of ninety days prior to the date for the termination of this Lease, Landlord may post on the Premises or in the windows thereof signs of moderate size notifying the public that the Premises are "for sale" or "for rent" or "for lease".

27. **ATTORNEY'S FEES.** In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained to interpret or enforce any provision of this Lease or with respect to any dispute relating to this Lease, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred an reasonably necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

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Landlord Tenant

28. **NOTICES.** Any notice required or permitted under this Lease shall be in writing and shall be deemed given when actually delivered or when deposited in the United States mail as certified or registered mail, addressed to the addresses set forth on the last page of this Lease or to such other addresses as may be specified from time to time by either of the parties in the manner above provided for the giving of notice.

29. **BROKERS.** Tenant covenants, warrants and represents that it has not engaged any broker, agent or finder who would be entitled to any commission or fee in connection with the negotiation and execution of this Lease except as set forth in the Summary of Fundamental Lease Provisions attached hereto. Tenant agrees to indemnify and hold harmless Landlord against and from any claims for any brokerage commissions and all cost, expenses and liabilities in connection therewith, including attorneys' fees and expenses, arising out of any charge or claim for a commission or fee by any broker, agent or finder on the basis of any agreements made or alleged to have been made by or on behalf of Tenant except for brokers listed on the Summary of Fundamental Lease Provisions. The provisions of this Section 29 shall not apply to any brokers with whom Landlord has an express written brokerage agreement. Landlord shall be responsible of any such brokers.

30. **LATE CHARGES.** Tenant acknowledges that late payment by Tenant to Landlord of any Rent or other charge due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of that will be extremely difficult to ascertain. Such consists may include, without limitation procession and accounting charges and late charges that may be imposed on Landlord under the terms of any Mortgage. Accordingly, if any Rent or other charge is not received by Landlord within 10 days after it is due. Tenant shall pay to Landlord a late charge equal to five percent (5%) of the overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs incurred by Landlord by reason of the late payment by Tenant. Acceptance of any late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to the overdue amount in question, nor prevent Landlord from exercising any of the rights and remedies granted hereunder.

31. **NO PERSONAL LIABILITY.** The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to the interest of Landlord in the Building and Property, and Landlord shall not be personally liable for any deficiency. This clause shall not be deemed to limit or deny any remedies that Tenant may have in the event of default by Landlord under this Lease that do not involve the personal liability of Landlord.

32. **MISCELLANEOUS PROVISIONS.** This Lease does not grant any rights of access to light or air over any part of the Property. Time is of the essence of this Lease. The acceptance by Landlord of any Rent or other benefits under this Lease shall not constitute a waiver of any default. Any waiver by Landlord of the strict performance of any of the provisions of this Lease shall not be deemed to be a waiver of subsequent breaches of the same character or of a different character, occurring either before or subsequent to such waiver, and shall not prejudice Landlord's right to require strict performance of the same provision in the future or of any other provisions of this Lease. This Lease contains the entire agreement of the parties. The parties acknowledge and agree that any calculations of square footage in the Premises and on the Property are approximations. No recalculation of square footage shall affect the obligations of Tenant under this Lease including without limitation the amount of Base Rent or other Rent payable by Tenant under this Lease. This lease shall not be amended or modified except by agreement in writing signed by the parties hereto. Subject to the limitations on the assignment or transfer of Tenant's interest in this Lease, this Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors, and assigns. No remedy herein conferred upon or reserved to Landlord or Tenant shall be exclusive of any other remedy herein provided or provided by law, but each remedy shall be cumulative. In interpreting or construing this Lease, it is understood that Tenant may be more than on person, that if the context so requires, the singular pronoun shall be taken to mean and include the partnerships, and individuals. Section headings are for convenience and shall not affect any of the provisions of this Lease. If any provision of this Lease or the application thereof to any person or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. All agreements (including, but not limited to, indemnification agreements) set forth in this Lease, the full performance of which are not required to expiration or

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Landlord Tenant

earlier termination of this Lease, shall survive the expiration or earlier termination of this Lease and be fully enforceable thereafter.

33. **EXHIBITS AND ADDITIONS PROVISIONS.** Exhibit "A" that is referred to in this Lease is attached hereto and by reference incorporated herein. Additional provisions, if any, are set forth in Riders *, attached hereto and by this reference incorporated herein.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease in duplicate of the day and year first above written, any corporate signature being by authority of the Board of Directors.

Landlord: South Market Square LLC	**Tenant:** Multnomah County
By: _____	By: _____
Title: _____	Title: _____
1200 NW Naito Parkway, Suite 620	2505 SE 11th Avenue
Portland, OR 97209	Portland, OR 97202
Address	Address

REVIEWED:
THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY
BY _____
ASSISTANT COUNTY COUNSEL
DATE 6/8/99

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # _____ DATE _____

_____
BOARD CLERK

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Landlord Tenant

SUPPLEMENTAL PROVISIONS

The following Supplemental Provisions are hereby incorporated into and, for all purposes, made a part of that certain Lease between South Market Square LLC, an Oregon Limited Liability Company ("Landlord") and Multnomah County, a political subdivision of the state of Oregon ("Tenant") dated April 28, 1999 (the "Lease").

1. Oregon Tort Claims Act.

Any covenant in the Lease by Tenant to defend, indemnify or hold harmless Landlord shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260 to 30.300, and within the limits in ORS 30.275; provided, however, that this paragraph shall apply only to claims arising in "tort" as that term is defined in ORS 30.260(8).

2. Tax Exemption Savings.

Under the provisions of ORS 307.112, certain real property tax savings resulting from exemption of the property leased herein may accrue to the Property and/or the Premises. The tax savings resulting from the exemption under such statute, if any, shall accrue to the benefit of Tenant by a reduction in the Additional Rent otherwise due for property taxes under Paragraph 4(b) of the Lease, which reduction shall be in an amount equal to the annual savings caused by the exemption. The amount of the Additional Rent offset shall be determined annually by multiplying the exempt value by the correct tax rate.

3. Cancellation Rights.

(a) In the event that the program funding to maintain the Tenant's Library Program at the Premises is not provided by the Multnomah County Board of Commissioners in any year of the term of this Lease, upon giving Landlord one hundred twenty (120) days prior written notice, Tenant may cancel this Lease effective as of the June 30th following the 120th day after the giving of such notice. The provisions of this section shall not and may not be used by Tenant for the purpose of canceling the Lease for any reason other than that expressly stated in the preceding sentence. Upon giving the notice described herein, Tenant may not revoke such notice without the express, written consent of Landlord.

(b) In the event Tenant cancels the Lease as provided in this section, Tenant shall pay to Landlord, upon the effective date of such cancellation, or as soon as such amounts are determined, the following:

Landlord Tenant

(i) An amount equal to the Landlord's cost of the Tenant improvements to the Premises being vacated by Tenant, multiplied by the percentage of the lease term remaining at the effective date of cancellation; plus

(ii) An amount equal to two months' rent (both Base Rent and Additional Rent) of the premises being vacated by Tenant; plus

(iii) Any and all costs and expenses reasonably incurred by Landlord in reletting the premises being vacated by Tenant, including without limitation: brokerage commissions; cleaning costs; demolition, alterations, additions, and repairs to the Property and/or Premises (including new Tenant Improvements) reasonably deemed by Landlord to be necessary in conjunction with such reletting; reasonable legal fees associated with such reletting. Such costs, expenses and fees shall be limited to those incurred in the initial reletting following said cancellation and not in any subsequent relettings.

4. Option to Extend.

(a) Right to Extend.

So long as Tenant remains free from default under this Lease, and so long as Tenant does not assign the Lease or sublet any portion of the Premises, Tenant shall have the option to extend the term of the Lease for two (2) successive term(s) of five (5) years each, on the terms and conditions contained herein, except for Base Rent which shall be determined as hereinafter provided. Other than as set forth therein, Tenant shall have no further option to extend this Lease. Exercise of each extension option shall be by written notice given to Landlord at least 180 and not more than 210 days prior to expiration of the original term, or the preceding extended term, if any.

(b) Determination of Rent.

(i) During each extended term, Base Rent shall be adjusted to reflect the greater of (a) the fair market rental value of the Premises for the extended term, determined as hereinafter provided or (b) the Base Rent and Additional Rent payable by Tenant immediately prior to the commencement of the extended term in question, plus an additional three percent (3%).

(ii) After the exercise of any option to extend and at least 150 days prior to the commencement of the extended term in question, Landlord shall notify Tenant of its determination of the fair market rental value. Within 30 days after the effective date of such notice, Tenant shall either (a) notify Landlord of Tenant's acceptance of Landlord's

Landlord _____ Tenant _____

determination of the fair market rental value, in which event Base Rent for the extended term in question shall be as so determined by Landlord; or (b) notify Landlord of Tenant's rejection of Landlord's determination of the fair market rental value, in which event the fair market rental value shall be determined in accordance with this Section. The failure of Tenant to give any notice within the required time period shall be deemed an acceptance by Tenant of Landlord's determination of the fair market rental value.

(iii) Whether the Base Rent under any extended term is determined in accordance with subsection 4(b)(i) or (ii), after such initial determination, the Base Rent for each succeeding year of the extended term shall be increased by three percent (3%) per year.

(c) Arbitration Procedure.

Within ten days after Tenant's rejection of Landlord's determination of fair market rental value, each party shall designate a representative who is either an Oregon licensed MAI appraiser skilled in determining rental rates for retail space in the Portland, Oregon metropolitan area, an owner of a Portland, Oregon metropolitan area building containing retail space, or a real estate broker experienced in leasing retail space in the Portland, Oregon metropolitan area. The two representatives so chosen shall select an arbitrator having the above qualifications or, if they cannot agree, the presiding judge of the Circuit Court of Multnomah County, Oregon shall, upon application by either party, select an arbitrator having the above qualifications. At least 90 days prior to the commencement of the extended term in question, each party's representative shall submit to the arbitrator a written report stating such representative's opinion of the fair market rental value of the Premises, based on a consideration of rental rates then being charged (under the most recently executed leases) in Portland, Oregon metropolitan area for retail space comparable to the Premises. Within 30 days after receipt of such reports, the arbitrator shall accept one or the other of the reports. The determination of the fair market rental value in the report so accepted shall be binding on the parties; provided, however, that Base Rent during any extended term shall not in any event be less than the Base Rent payable by Tenant immediately prior to the commencement of such extended term plus three percent (3%). The cost of the determination of the fair market rental value pursuant to this Section shall be shared equally by Landlord and Tenant. If the arbitrator does not decide the fair market rental value to be paid prior to commencement of the extended term in question, Base Rent shall continue to be payable in the amount

Landlord _____ Tenant _____

previously in effect plus three percent (3%), and retroactive adjustment shall be made when the arbitrator reaches a decision.

5. Tenant Improvement Work Agreement.

(a) On or before _____ ___, 1999, Tenant shall furnish to Landlord, at Tenant's sole cost and expense, plans and specifications for any and all tenant improvements requested by Tenant for the Premises. All plans and specifications shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld. Provided Tenant's plans and specifications are furnished by the date stated above and approved by Landlord, Landlord shall cause the tenant improvements to be installed by Landlord's contractor. Prior to commencing any such work, however, Landlord shall submit to Tenant a written bid for the cost of completing the work called for by the plans and specifications. Tenant shall have ten (10) days to approve such estimate. If Tenant shall fail to approve any such estimate within ten (10) days after submission thereof, such failure shall be deemed to be disapproval thereof, and Landlord's contractor shall not proceed with such work. In the event of Tenant's disapproval of the bid, Tenant shall indicate to Landlord it maximum budget for tenant improvements. Thereafter, Tenant, Landlord, Landlord's contractor, and the architect responsible for the design of the tenant improvements shall, in a reasonable and good faith manner, modify the plans and specifications so as to allow Landlord's contractor to complete the tenant improvements within such budget.

(b) Whether by Tenant's approval of Landlord's contractor's original bid or by Tenant's subsequent approval of the tenant improvement budget for the modified plans and specifications, the amount to be charged by Landlord's contractor for the construction of the tenant improvements pursuant to the plans and specifications shall be deemed to be the "Tenant Improvement Contract Amount." On a monthly basis, during the course of construction of the tenant improvements, Tenant shall pay to Landlord, as Additional Rent, an amount equal to the percentage of the completion of the tenant improvements (as determined by the project architect) multiplied by the Tenant Improvement Contract Amount.

(c) Tenant shall be responsible for delays and additional costs in completion of the tenants improvements caused by changes made to any of Tenant's plans or specifications after the delivery dates specified above in this Section, by inadequacies in any of Tenant's plans or specifications, or by delays in delivery of special materials requiring long lead times. If Tenant desires any change to its improvements, Tenant shall submit a written request for such change to Landlord, together

with all plans and specifications necessary to show and explain changes from the approved plans and specifications. Any such change shall be subject to Landlord's approval. Prior to proceeding with the work, Landlord or Landlord's contractor shall notify Tenant in writing of the amount, if any, which will be charged or credited to Tenant to reflect the cost of such change.

Landlord _____ Tenant _____

BOGSTAD Deborah L

From: OBERST Robert J
Sent: Friday, June 25, 1999 7:21 AM
To: STEIN Beverly E; KELLEY Sharron E; CRUZ Serena M; LINN Diane M; NAITO Lisa H
Cc: BOGSTAD Deborah L; COOPER Ginnie; MIKKELSEN June
Subject: East County Library - Fairview Columbia

The Board on June 17 directed that action on the proposed lease of a facility for the East County branch library be deferred and that Property Management negotiate with the developer/lessor for an option to purchase the facility along with the lease. The matter has been rescheduled for the July 1 Board meeting.

I have met with the developer and anticipate receiving a written response within a week. The developer expressed willingness to accommodate the request, however the nature of the property in which the library would be located presents a complicated situation for practical County ownership. I believe that a short executive session in advance of the presentation at the regular Board meeting would be very helpful in deciding this matter and have inquired of the Board Clerk as to the scheduling of such executive session.

HOLT & HAUGH COMPANIES

Robert Oberst
Multnomah County – Property Management
2505 SE 11th Ave.
Portland, OR 97202

HOLT & HAUGH, INC.
AFFILIATED COMPANIES:
FAIRVIEW VILLAGE DEVELOPMENT CORP.
FAIRVIEW VILLAGE PROPERTIES, INC.
FAIRVIEW VILLAGE LLC
OREGON VILLAGE INVESTMENTS LLC
HOLT & HAUGH CONSTRUCTION CO.
CCB# 123365

Bob,

Thank you for your inquiry into adding a purchase option into our lease for the Fairview Library within Fairview Village. A purchase option would be exceedingly difficult to structure for the reasons I lay out below, but we propose herein an option which will effectively grant the County effective ownership of the space and save the County money throughout its possession of the facility.

Issues with Purchase Option

The library will be within the "South Market Square" complex within Fairview Village. The complex consists of two parcels of land across Village Street from each other – each parcel with two buildings on it. The total project consists of 24,000 sq. ft. of retail on the first level and 28 apartments (approximately 30,000 sq. ft.) on the second and third stories.

In order for the County to exercise a classic purchase option, one of the following scenarios would have to take place – each scenario would be unacceptable to the developer, investor or lender of the project:

> The County would acquire one entire parcel, including 12,000 sq. ft. of retail and 15,000 sq. ft. of apartments in order to control its 4,000 sq. ft. of space. It is not acceptable to the developers for the County to control this key retail operation in the Village.
>
> The parcel is split and the building that includes the library and 5,000 sq. ft. of apartments is divided from the other on the site. Parking would need to be divided and the operations of the apartments would be inefficient for the County and the developer.
>
> The 4,000 sq. ft. library facility is "condominium-ized" and sold separately to the library. This would be a novel (and expensive) legal procedure, and very likely unacceptable to any real estate lender. To try to accomplish this for 4,000 sq. ft. of a 54,000 sq. ft. project is unreasonable.

Solution – Prepaid Lease Extension

We propose a solution, which gives the County effective ownership of the facility – saving dollars over a longer term tenancy. Our proposal is as follows:

> Option: The County is given the option in the first two years of the lease to extend its lease to the effective life of the facility with no further monthly lease payments.
>
> Term: The lease will be extended thirty years beyond the exercise date – giving the County effective ownership of the facility.

1200 NW NAITO PARKWAY/SUITE 620
PORTLAND, OREGON 97209

Payment: To exercise the option, the County pays the building owner a one-time payment (the "Buyout Fee") equal to the following years' rental obligation, divided by 7.5% (as scheduled on the page attached). No further rental payments are due throughout the thirty-year term, although all building expenses continue to be paid as outlined in the lease.

Benefits: The County, by exercising this option, retains a long-term facility, with greatly reduced rental obligations. If exercised in the first year, the total rental paid for the thirty year period is reduced from $3,136,000 to $878,900. Even discounted by the County's cost of funds of approximately 5%, the one-time payment of $878,900 compares favorably to the discounted 30-year rental payments of $1,445,000.

Restrictions: If the County determines it will close the facility, the building owner will have the option of subletting the facility from the County for an annual rental rate equal to the buyout fee divided by 30.

If these basic terms are acceptable, they will be incorporated as an addendum to our existing lease. All other terms will remain the same, with the exception that – due to the delays in completing the lease – the origination date of the lease will be extended to April 1, 2000.

I believe the option we have provided is attractive to the County in a manner that is also attractive to our investors, lenders, and the residents of Fairview Village. We encourage your approval.

Thank you.

Sincerely,

Charles Haugh, Partner
Holt & Haugh, Inc.

Fairview Village Library

Existing Lease Terms

Year	Rate	Annual Rent	Buyout Fee
1	$ 16.00	$ 64,000.00	$ 878,933.33
2	$ 16.48	$ 65,920.00	$ 905,301.33
3	$ 16.97	$ 67,897.60	
4	$ 17.48	$ 69,934.53	
5	$ 18.01	$ 72,032.56	
6	$ 18.55	$ 74,193.54	
7	$ 19.10	$ 76,419.35	
8	$ 19.68	$ 78,711.93	
9	$ 20.27	$ 81,073.29	
10	$ 20.88	$ 83,505.48	
		$ 733,688.28	

Thirty-Year Rental Payments
Under Existing Lease Terms

Year	Rent	Year	Rent
1	$ 65,920	16	$ 102,701
2	$ 67,898	17	$ 105,782
3	$ 69,935	18	$ 108,956
4	$ 72,033	19	$ 112,224
5	$ 74,194	20	$ 115,591
6	$ 76,419	21	$ 119,059
7	$ 78,712	22	$ 122,631
8	$ 81,073	23	$ 126,310
9	$ 83,505	24	$ 130,099
10	$ 86,011	25	$ 134,002
11	$ 88,591	26	$ 138,022
12	$ 91,249	27	$ 142,162
13	$ 93,986	28	$ 146,427
14	$ 96,806	29	$ 150,820
15	$ 99,710	30	$ 155,345

Sum of Payments	$ 3,136,171
Pres Value @ 5%	$1,444,921

HOLT & HAUGH
COMPANIES

Robert Oberst
Multnomah County – Property Management
2505 SE 11th Ave.
Portland, OR 97202

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AFFILIATED COMPANIES:
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Sum of Payments	$ 3,136,171
Pres Value @ 5%	$1,444,921

MULTNOMAH COUNTY OREGON

REAL PROPERTY LEASE DESCRIPTION FORM

☐ Revenue ☐ Rent Free Agreement ☐ Taxpayer ID (lessor) _____
☒ Expense ☐ County Owned ☐ Renewal of Lease

Property Management Contact Person Bob Oberst Phone 248-3851 Date 5-19-99

Division Requesting Lease Libraries

Contact Person June Mikkelsen Phone 248-3644

Lessor Name South Market LLC

Mailing Address 1200 NW Naito Parkway #620
Portland, OR 97209

Phone 222-5522 (Charles Haugh)

Lessee name Multnomah County

Mailing Address 2505 SE 11th Ave.
Portland, OR 97202

Phone 248-3322

Address of Lease Property 1511 NE Village St.
Fairwiew, Oregon

Purpose of Lease East County Branch Library

Effective Date About September 1, 1999 at completion of contruction

Termination Date August 31, 2009 (120 months)

Total Amount of Agreement $ 852,019.60
plus operating expense

Payment Terms

☐ Annual $ _____

☒ Monthly $ 5,333.33 first year

☒ Other $ 118,300.00 improvement cost

$5,493.22 2nd year
$5,656.67 3rd year
$5,826.67 4th year
$6,003.33 5th year
$6,183.33 6th year
$6,370.00 7th year
$6,560.00 8th year
$6,756.67 9th year
$6,960.00 10th year

FUND	AGENCY	ORGAN-IZATION	ACTIVITY	OBJ	SUB OBJ	REV SOURCE	SUB REV	REPT CATEG

REQUIRED SIGNATURES:

Department Head _____ Date 6/17/99

County Counsel _____ Date 6/8/99

Property Management _____ Date 5-21-99

County Executive/Sheriff _____ Date July 1, 1999

CODE _____

VENDOR NAME _____

FOR ACCOUNTING / PURCHASING ONLY

YEAR

AUTHORIZATION NOTICE

ENCUMBRANCE "APRON" ONLY

LINE NO.	NUMBER	FUND	AGENCY	ORGANI-ZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC. DEC IND
	9910771										

WHITE-PURCHASING CANARY-INITIATOR PINK-FINANCE

RETAIL LEASE

Between:

South Market Square LLC,
an Oregon Limited Liability Company

("Landlord")

And

Multnomah County

("Tenant")

Dated April 28, 1999

TABLE OF CONTENTS

SUMMARY OF FUNDAMENTAL PROVISIONS

Following is a summary of the basic provisions contained in the Lease. In the event of any conflict between any provision contained in this Summary and a provision contained in the balance of the Lease, the latter shall control.

Name of Landlord:	South Market Square LLC
Address for Notices to Landlord:	1200 NW Naito Parkway, Suite 620 Portland, OR 97209
Address for Rent Payments:	Same
Name of Tenant and Address of Premises:	Multnomah County 1511 NE Village Street Fairview, OR 97024
Address for Notices to Tenant:	Multnomah County Property Manager 2505 SE 11th Avenue Portland, OR 97202
Trade Name Under Which Tenant Will Operate at Premises:	Multnomah County Library - Fairview Branch
Business To Be Conducted By Tenant at Premises:	Multnomah County Library
Approximate Floor Area of Premises:	4,000 sq/ft
Lease Term:	10 Years, plus two five-year options
Estimated Commencement Date:	November 1, 1999
Base Rent:	See Section 2
Percentage Rent Rate:	N/A
Tenant's Share of Additional Rent:	See Section 4 _____% of Retail Areas
Landlord's Broker:	N/A
Tenant's Broker:	N/A
Security Deposit:	$10,000
Guarantor's name and address:	N/A

Please Initial

_____ _____

Landlord Tenant

RETAIL LEASE

THIS LEASE is entered into this 22nd day of March, 1999, between South Market Square LLC, an Oregon Limited Liability Company ("Landlord") and Multnomah County ("Tenant"). Landlord has constructed, is constructing or will construct a building or buildings and other improvements (the "Building") on that certain property located at 1511 NE Village Street, in the City of Fairview, County of Multnomah, and State of Oregon (the "Property"). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord certain space on the Property consisting of approximately 4,000 square feet, as outlined on the attached Exhibit A (the "Premises") on the terms and conditions set forth in this Lease.

1. **TERM.** The term of this Lease (the "Term") shall be for a period of 120 months, commencing on the first to occur of the following dates: ~~(a) *~~, (b) the date on which Tenant begins to transact business on, at, or from the Premises, or (c) 60 days after Landlord has delivered possession of the Premises to Tenant with any work to be performed by Landlord in the Premises (as agreed by Landlord in an exhibit attached to this Lease, if any) substantially completed (the "Commencement Date"). Tenant shall complete any work required in the Premises, and approved by Landlord pursuant to Section 7, within 60 days after Landlord delivers possession of the Premises to Tenant. If the first day of the Term shall be a day other than the first day of a calendar month, then the Term shall be deemed extended by the number of days between the Commencement Date of this Lease and the first day of the first calendar month thereafter, so that the Term shall expire at the end of a calendar month. In the event Landlord allows Tenant the right to early possession of the Premises for the purpose of installation of Tenant's improvements to the Premises or for other purposes, Tenant's entry into the Premises shall be subject to all terms and conditions of this Lease except the payment of Rent. Tenant's entry shall mean entry by Tenant, its officers, contractors, employees, licensees, agents, servants, guests, invitees, and visitors. If Landlord, for any reason, cannot deliver possession of the Premises on the estimated commencement date set forth in the Summary of Fundamental Provisions (the "Estimated Commencement Date"), this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting from such delay. In that event, however, Landlord shall deliver possession of the Premises as soon as practicable. If Landlord is delayed in delivering possession to Tenant for any reason attributable to Tenant, this Lease shall commence on the Estimated Commencement Date set forth in the Summary of Fundamental Provisions. If Landlord, for any reason not attributable to Tenant, is unable to deliver possession of the Premises within 180 days following the Estimated Commencement Date, either party may terminate this Lease by written notice given within ten days following the Estimated Commencement Date.

2. **RENT.** Beginning on the Commencement Date and continuing during the entire Term, Tenant shall pay to Landlord as rent for each "Lease Year" the ~~greater of~~ "Base Rent" as defined in this Section ~~and "Percentage Rent" as defined in this Section~~. The term "Lease Year" shall mean the period from the Commencement Date through the first December 31st following the Commencement Date, January 1st through December 31st for each subsequent full calendar year during the Term, and January 1st to the end of the Term for the final Lease Year. All Rent shall be paid when due without notice, offset, or deduction or for any reason.

(a) Base Rent. The minimum monthly rent during the Term ("Base Rent") shall be according to the following table (all amounts are per square foot):

Months	Base Rent	Months	Base Rent
01-12	$16.00	61-72	$18.55
13-24	$16.48	73-84	$19.11
25-36	$16.97	85-96	$19.68
37-48	$17.48	97-108	$20.27
49-60	$18.01	109-120	$20.88

Please Initial

_____ _____

Landlord Tenant

Base Rent shall be paid in advance on or before the first day of each calendar month during the Term, except for the first calendar month. Upon execution of this Lease, Tenant shall pay to Landlord Base Rent for the first full calendar month of the Term that is equal to $5,333.33. If the first month of the Term shall be a partial month, Base Rent shall be prorated on a daily basis, based on a 30-day month, and the amount due for such partial month shall be paid on or before the first day of the first full calendar month following the Commencement Date.

~~(b) Percentage Rent. Percentage Rent shall be an amount equal to * percent (*%) of Tenant's "Gross Sales," as defined below, for each Lease Year, less any Base Rent actually paid by Tenant during the Lease Year. Percentage Rent, when applicable shall be paid on or before the tenth day of each month during the Lease Year, with an adjustment at the end of each Lease Year as provided below. On or before the tenth day of each month during the Term except for the initial month of the Term, Tenant shall pay to Landlord an amount equal to the percentage set forth above of Gross Sales in the previous calendar month, less the Base Rent actually paid by Tenant for the previous calendar month. Tenant shall pay the excess over the Base Rent to Landlord simultaneously with the deliver of the statement of monthly Gross Sales pursuant to the terms of Section 2(c) below.~~

~~(c) Statement of Gross Sales. On or before the tenth day of each moth, whether or not any Percentage Rent is payable, Tenant shall deliver to Landlord a complete and correct statement showing in reasonable detail all Gross Sales for the immediately preceding calendar month, which statement shall be signed by an officer or authorized agent of Tenant certifying it to be true and accurate. On or before the 45th day after the end of each Lease Year during the Term, Tenant shall deliver to Landlord a complete and correct statement showing in reasonable detail all Gross Sales for such Lease Year and the amount of Base Rent and Percentage Rent actually paid for such Lease Year, which statement shall be signed by an officer or authorized agent of Tenant certifying it to be true and accurate. Simultaneously with the deliver of such statement for the Lease Year, Tenant shall pay to Landlord the additional Percentage Rent, if any, required to be paid hereunder. Any excess Rent payment by Tenant for the Lease Year shall be applied to Tenant's next succeeding payment of Rent or other charges under the Lease unless within 30 days after the receipt of such statement, Landlord requests an audit as provided herein. Within 15 days after Tenant's income tax returns are filed, the prepare of Tenant's income tax return shall furnish Landlord with a signed statement certifying the amount of Gross Sales reported in Tenant's income tax returns attributable to the Premises.~~

~~(d) Records of Gross Sales. Tenant shall keep complete and proper books of account and other records pertaining to Gross Sales on a monthly basis. The books and records shall be kept or made available at a location reasonable accessible to Landlord, who may inspect all such books and records at all reasonable times to verify Tenant's Gross Sales. Tenant shall utilize cash register equipped with sealed, continuous totals to record all Gross Sales. Such cash register tapes shall be available for Landlord's review with Tenant's other books and records. Within three years after each statement of Gross Sales for a Lease Year is due, whether or not it has been submitted or whether or not Landlord has accepted a deficiency payment or refunded an excess, Landlord may request an audit of Tenant's Gross Sales by an independent certified public accountant chosen by Tenant from a list of not fewer than three submitted by Landlord in connection with the request. If Tenant does not make the choice within five days, Landlord may do so. The auditor shall have access to all of Tenant's books and records and shall take such steps, as the auditor deems necessary to complete the audit. The auditor's report shall be final and binding upon Landlord and Tenant and payments required to make adjustments in Percentage Rent to conform to the report shall be made within ten days after receipt of the report. If the Gross Sales for any Lease Year audited shall be found by the auditor to be understated by more than two percent (2%), Tenant shall immediately pay Landlord the cost of such audit; otherwise, the cost of such audit shall be paid by Landlord.~~

~~(e) Definition of Gross Sales. The term "Gross Sales" shall include all money and things of value received by, or paid to, Tenant or to others for Tenant's use and benefit, and all credit extended by Tenant in connection with the business conducted by it on the Premises and including sales of goods or services by any concessionaire, subtenant, or licensee and sales through vending devices (except as hereinafter qualified); less any sales taxes or excise taxes based upon sales price collected from customers and for which Tenant is accountable to any government or governmental agency, and less the amount of any actual refunds or credits made by Tenant on returnable merchandise.~~

Please Initial

_____ _____

Landlord Tenant

~~Gross Sales shall include any discount paid or payable to any firm or person for the use of any credit system or credit card service. Gross Sales shall include all proceeds received from any vending machines owned by Tenant or by any firm or person who is a subsidiary, affiliate, or parent of Tenant. Gross Sales shall include only the proceeds ultimately received by Tenant as commissions or otherwise in connection with vending machines which are not owned by Tenant nor owned by any firm or person which is a subsidiary, affiliate, or parent of Tenant, provided that such vending machines do not produce a substantial portion of Tenant's business. All sales originating at, on, or from the Premises shall be considered as made and completed therein, even though bookkeeping and payment of the account may be transferred to another place for collection and even though actual filling of the sale or order and actual delivery thereof may be made form a place other than the Premises.~~

(f) No Partnership Created. Landlord is not by virtue of this ~~Section 2~~ Lease or any part hereof a partner or joint venture with Tenant in connection with the business carried on under this Lease, and shall have no obligation with respect to Tenant in connection with the business carried on under this Lease, and shall have no obligation with respect to Tenant's debts or other liabilities.

(g) General. All references to "Rent" or "Rental" in this Lease shall mean Base Rent, Percentage Rent, Additional Rent, and all other payments required of Tenant under this Lease unless otherwise expressly specified and all payments required by Tenant under this Lease shall be deemed "Rent."

(h) Place of Payment. Tenant shall pay Rent and other amounts required to be paid by Tenant hereunder to Landlord at the address for Landlord set forth on the last page of this Lease, or at such other place as Landlord may from time to time designate in writing.

3. **SECURITY DEPOSIT.** Upon execution of this Lease, Tenant shall pay to Landlord a sum equal to the amount set forth on the Summary of Fundamental Provisions, as security for the full and faithful performance by Tenant of all of the covenants and terms of this Lease required to be performed by Tenant. Such security deposit shall be returned to Tenant after the expiration of this Lease, provided Tenant has fully and faithfully carried out all of Tenant's obligation hereunder, including the payment of all amounts due to Landlord hereunder and the surrender of the Premises to Landlord in the condition required in this Lease. However, Landlord, at its option, may apply such sum on account of the payment of the last month's Base Rent or other unpaid Tenant obligations. Such sum may be commingled with other funds of Landlord and shall not bear interest. In the event of a sale of the Property, Landlord shall have the right to transfer the security deposit to the purchaser to be held under the terms of this Lease, and the Landlord shall thereupon be released from all liability for the return of the security deposit. Tenant agrees to look solely to the new landlord for the return of the security deposit.

4. **ADDITIONAL RENT.**

(a) Operating Expenses. In addition to Base Rent, Tenant shall pay to Landlord a portion of the Operating Expenses incurred by Landlord in connection with the Property. The term "Operating Expenses" shall mean all expenses paid or incurred by Landlord or on Landlord's behalf, as reasonably determined by Landlord to be necessary or appropriate for the efficient operation, management, maintenance, and repair of the land and the Building. "Operating Expenses" shall include, but not be limited to those expenses incurred by Landlord under Section 8(a) of this Lease. Tenant's share of Operating Expenses shall equal total premises square feet/(retail square feet * 95%) of those Operating Expenses applicable to the retail areas of the building and total premises square feet/(building square feet * 95%) of those Operating Expenses applicable to the land and the Building in general. Landlord shall allocate Operating Expenses to the retail areas in the building and to the land and the Building in general, as Landlord determines is reasonable.

(b) Property Taxes and Insurance. In addition to Base Rent, Tenant shall pay total premises square feet/retail square feet % of all real property taxes and assessments levied, assessed or imposed

Please Initial

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Landlord Tenant

during the Term upon the Property ("Taxes") less any credit permitted according to Supplemental Provision 2 of this Lease and total premises square feet/retail square feet % of the costs of insurance provided by Landlord pursuant to Section 5(a) ("Insurance"). Tenant shall pay to Landlord an amount each month that is equal to one-twelfth of the estimated annual Taxes and Insurance together with Tenant's payments of Operating Expenses, as provided in Section 4(c) below. If, during the Term, the voters of the state in which the Premises are located or the state legislature enacts a real property tax limitation, then any substitute taxes, in any name or form, which may be adopted to replace or supplement real property taxes shall be added to Taxes for purposes of this Section 4(b). Should there be in effect during the Term any law, statute, or ordinance which levies, assesses, or imposes any tax (other than federal or state income tax) upon rents, Tenant shall pay such taxes as may be attributable to the Rents under this Lease or shall reimburse Landlord for any such taxes paid by Landlord within ten days after Landlord bills Tenant for the same.

(c) Payment of Operating Expenses, Taxes and Insurance. Landlord shall notify Tenant of Tenant's required estimated monthly payments of Operating Expenses, Taxes, and Insurance. Beginning on the Commencement Date, and continuing throughout the Term, Tenant shall make such monthly payments on or before the first day of each calendar month. Landlord may, from time to time, by written notice to Tenant, change the estimated monthly amount to be paid. No interest or earnings shall be payable by Landlord to Tenant on any amount paid under this Section 4, and Landlord may commingle such payments with other funds of Landlord. Landlord shall, within 90 days after the close of each calendar year or as soon thereafter as is practicable, deliver to Tenant a written statement setting forth the actual Operating Expenses, Taxes and Insurance for the prior year together with a computation of the charge or credit to Tenant of any difference between the actual cost and the estimated cost paid by Tenant for such period; and any such difference shall be paid or reimbursed, as applicable, within 10 days after Landlord gives Tenant notice thereof. If Tenant has any objections to the annual statement made by Landlord, such objections shall be made in writing given to Landlord within 30 days after the statement is submitted to Tenant. If no objections are made within such time period, the annual statement shall be conclusive and binding on Tenant. If Tenant desires to review any of Landlord's records pertaining to Operating Expenses, Taxes or Insurance, Tenant may do so after reasonable prior notice given to landlord, but no more often than once during any calendar year. Such review shall take place where such records are kept, and shall be conducted by a certified public accountant chosen by Tenant subject to Landlord's prior written approval, which shall not be unreasonably withheld. Tenant shall pay all costs of such review including without limitation reimbursement for time incurred by Landlord's representatives and photocopy charges.

5. INSURANCE; INDEMNITY.

(a) Insurance. During the Term, Landlord shall maintain in full force a policy or policies of standard multi-peril insurance covering the Building and other improvements (exclusive of ~~Tenant's~~ all Building tenants' trade fixtures, tenant improvements and other property) situated on the Property for the perils of fire, lightning, windstorm and other perils commonly covered in such policies. Additionally, the perils of earthquake, landslide, flood, and/or other perils may be covered at the election of Landlord. During the Term, Landlord shall maintain in full force a comprehensive liability insurance policy in amounts considered appropriate by Landlord insuring Landlord against liability for bodily injury and property damage occurring in, on or about the Property. Landlord shall use its reasonable efforts to secure said insurance at competitive rates.

(b) Increases in Premiums. This Lease is entered into on the basis that Tenant's occupancy will not affect the Property's classification for insurance rating purposes. If Tenant's initial intended use of the Premises results in higher insurance premiums for any buildings situated on the Property, Tenant shall pay for the increased costs of the premiums for insuring any such buildings against loss by fire with standard extended coverage endorsements during the Term. If the insurance premiums on any such buildings are increased during the Term as a result of the installation of equipment on the Premises by Tenant, by reason of Tenant maintaining certain goods or materials on the Premises or as a result of other use or occupancy of the Premises by Tenant, Tenant shall pay the additional cost of the insurance for any such buildings (whether or not Landlord has consented to the activity resulting in the increased insurance premiums). Tenant shall refrain from any activity in its use of the Premises which would make it impossible

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to insure the Premises or the building situated on the Property against casualty or which would increase the insurance rate of any such building or prevent Landlord from taking advantage of the ruling of the Insurance Rating Bureau of the state in which the Premises are situated or its successors allowing Landlord to obtain reduced premium rates for long term fire insurance policies, unless Tenant pays the additional cost of the insurance. All of Tenant's electrical equipment shall be U-L approved. If Tenant installs any electrical equipment that overloads the lines in the Premises or in any such buildings, Tenant shall at its own expense make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction. Any insurance premiums to be paid by Tenant by reason of its initial intended use of the Premises or any increase in fire insurance premiums attributable to Tenant's use or occupancy of the Premises during the Term shall be paid by Tenant to Landlord within thirty days after landlord bills Tenant for the same.

(c) Indemnity; Tenant's Insurance. Tenant shall indemnify, defend, and save harmless Landlord from any and all liability, damage, expenses, attorney's fees, causes of actions, suits, claims or judgments, arising out of or connected with (i) the use, occupancy, management, or control of the Premises, (ii) any failure of Tenant to comply with the terms of this Lease, and (iii) the acts or omissions of Tenant, its agents, officers, directors, employees, or invitees; provided, however, that Tenant shall not be liable for claims caused by the negligence of Landlord. Tenant shall, at its own cost and expense, defend any and all suits which may be brought against Landlord either alone or in conjunction with others (provided, however, that nothing in this clause shall obligate Tenant to defend any other of Landlord's tenants) upon any such above mentioned cause or claim, and shall satisfy, pay, and discharge any and all judgments that may be recovered against landlord in any such action or actions in which Landlord may be a party defendant. ~~Tenant shall at its own expense during the Term carry in full force and effect a comprehensive public liability insurance policy including property and personal injury coverage, with an insurance carrier satisfactory to Landlord, naming Landlord, Landlord's management agent, and the Landlord's lender as additional insured, with a combined single limit for bodily injury or property damage in an amount of not less than the greater of (a) $*, or (b)$1,000,000, per occurrence and in aggregate, insuring against any and all liability of Tenant with respect to the Premises and under this Lease including without limitation Tenant's indemnity obligations under this Lease, or arising out of the maintenance, use or occupancy of the Premises. Tenant shall carry insurance that fully covers repair and replacement of broken storefront windows.~~ If engaged in the sale or distribution of alcoholic beverages, Tenant shall carry liquor liability insurance in a form and in such amounts satisfactory to Landlord. Such policy shall provide that the insurance shall not be cancelable or modified without at least ten-(10) days prior written notice to Landlord, and shall be deemed primary and noncontributing with other insurance available to Landlord. On or before the Commencement Date, Tenant shall furnish Landlord with a certificate or other acceptable evidence that such insurance is in effect. ~~Tenant shall also provide and maintain insurance to comply with Worker's Compensation and Employer's Liability Laws.~~ Tenant hereby represents and warrants that it self insures for all liabilities stricken in the preceding paragraph and, at minimum, to the extent ~~[therein provided]~~ of the limits in the Oregon Tort Claims Act.

6. USE OF PREMISES. The Premises shall be used for a Multnomah County Library Branch and for no other purpose without Landlord's written consent. In connection with the use of Premises, Tenant shall:

(a) Conform to all applicable laws, statutes, rules, ordinances, orders, regulations and requirements of any public authority ("Laws") affecting the Premises and the use of the Premises and correct, at Tenant's own expense, any failure of compliance created through Tenant's fault or by reason of Tenant's use, unless such failure is due to Landlord's default in the performance of the agreements set forth in this Lease to be kept and performed by Landlord. Without limiting the generality of the foregoing, Tenant shall comply with the Americans with Disabilities Act as it applies to the Premises and all obligations pertaining to asbestos as required by the Occupational Safety and Health Administration (OSHA) applicable to the Premises and to Tenant's employees;

(b) Refrain from any activity which would be reasonably offensive to Landlord, to other tenants in any buildings situated on the Property, or to owners or users of the adjoining premises, or which would tend to create

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a nuisance or damage the reputation of the Premises or of any such buildings. Without limiting the generality of the foregoing, Tenant shall not permit any noise or odor to escape or be emitted from the Premises nor permit the use of flashing (strobe) lights nor shall Tenant permit the sale or display of offensive materials as reasonably determined by Landlord;

(c) Refrain from loading the floors, electrical systems, plumbing systems, or heating, ventilating and air conditioning systems ("HVAC"), beyond the point considered safe by a competent engineer or architect selected by Landlord and refrain from using electrical, water, sewer, HVAC, and plumbing systems in any harmful way. If Landlord employs an engineer, architect, electrical, or other consultant to determine whether Tenant's use of the Premises is in violation of this Section 6(c), Tenant shall pay the reasonable costs incurred in connection with that employment if Tenant is reasonably determined to be in violation of this Section 6(c). Tenant shall use hair interceptors, grease traps or other drain protection devices as needed to avoid such harmful use;

(d) Not permit any pets or other animals in the Premises except for Seeing Eye dogs;

(e) Refrain from making any marks on or attaching any sign, insignia, antenna, window covering, aerial or other device to the exterior or interior walls, windows or roof of the Premises without the written consent of the Landlord, which consent shall not be unreasonably withheld. Landlord need not consent to any sign that fails to conform to the general design concept of the building situated on the Property, as established by Landlord. Notwithstanding Landlord's consent to any signs, Tenant shall (i) comply with all Laws related to such signs at its own cost and expense, and (ii) remove all such signs upon termination of the Lease and repair any damage to the Premises caused thereby, at Tenant's own cost and expense;

(f) Comply with any reasonable rules respecting the use of the Premises promulgated by Landlord from time to time and communicated to Tenant in writing. Without limiting the generality of the foregoing, such rules may establish hours, during which the common area shall be open for use, may regulate deliveries to the Premises and may regulate parking by employees. Recognizing that it is in the best interests of all tenants to accommodate the parking needs of customers, landlord reserves the right to require employees of Tenant to park in designated areas of the common area or to park outside of the common area if Landlord determines that the extent of employee parking is detrimental to the businesses of the tenants or any of them. Tenant shall use its best efforts to complete, or cause to be completed, all deliveries, loading and unloading to the Premises by ~~8 a.m.~~ such times as are reasonably established from time to time by Landlord each day, and to prevent delivery trucks or other vehicles serving the Premises to park or stand in front of the locations of other tenants;

(g) Comply with any no smoking (and other health related) policies and procedures established by Landlord from time to time;

(h) Recognizing that it is in the interest of both Tenant and Landlord to have regulated hours of business, Tenant shall keep the Premises open for business and cause Tenant's business to be conducted therein during those days and hours as is customary for businesses of like character in the city or county in which the Premises are situated, but in any event during those days and hours reasonably established by Landlord , except to the extent that the use of the Premises is interrupted or prevented by causes beyond Tenant's reasonable control;

~~(i) Maintain on the Premises an adequate stock of merchandise and trade fixtures to service and supply the usual and ordinary requirements of its customers. If Tenant has a food or beverage related use, Tenant shall not use a new or modified menu without Landlord's prior review and written approval of the menu, which shall not be unreasonably withheld;~~

(j) Not permit any cash, credit card, or coin-operated vending, novelty or gaming machines or equipment on the Premises without the prior written consent of Landlord; and not to permit the use of any part of the

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Premises for a second-hand store, nor for an auction, distress or fire sale, or bankruptcy or going-out-of-business sale or the like;

(k) Refrain from violating or causing the violation of any exclusive use provision granted to any tenant or other occupant of the Property as to which Tenant has been give written notice;

(l) Not commit or suffer any harm to the Premises including without limitation the improvements thereon or any part thereof; and Tenant shall keep the Premises in a neat, clean, sanitary, and orderly condition;

(m) Refrain from any use of any area on the Property which is outside of the Premises unless such use is specifically permitted in writing by Landlord in advance; and

(n) Not generate, release, store, or deposit on the Premises any environmentally hazardous or toxic substances, materials, wastes, pollutants, oils, or contaminants, as defined by any federal, state, or local law or regulation (collectively, "Hazardous Substances"). Tenant shall indemnify, defend, and hold harmless Landlord from and against any and all claims, losses, damages, response costs and expenses of any nature whatsoever (including without limitation attorneys', experts', and paralegal' fees) arising out of or in any way related to the generation, release, storage, or deposit of Hazardous Substances on the Premises by Tenant or any other person or entity other than Landlord on and/or after the date of this Lease.

7. **TENANT IMPROVEMENTS AND ALTERATIONS.** Unless otherwise specified in any Rider or Exhibit to this Lease, Tenant accepts the Premises in their condition as of the Commencement Date and Tenant shall pay for all tenant improvements, whether the work is performed by Landlord or by Tenant. If any improvements to the Premises or other work on the Premises by Tenant causes the need to comply with any Laws in areas outside of the Premises including without limitation the Americans with Disabilities Act or regulations pertaining to earthquake codes, Tenant shall pay the cost thereof as well. Tenant shall make no improvements or alterations on the Premises of any kind, including the initial work to be performed by Tenant in the Premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Prior to the commencement of any work by Tenant, Tenant shall first submit the following to Landlord and obtain Landlord's written consent to all of the following, which consent shall not be unreasonably withheld: Tenant's plans and specifications; Tenant's estimated costs; and the names of all of Tenant's contractors and subcontractors. If Landlord is to perform the work for some or all of such work, Landlord shall have the right to require Tenant to pay for the cost of the work in advance or in periodic installments. If the work is to be performed by Tenant, Landlord shall have the right to require Tenant to furnish adequate security to assure timely payment to the contractors and subcontractors for such work. All work performed by Tenant shall be done in strict compliance with all applicable building, fire, sanitary, and safety codes, and other applicable laws, statutes, regulations, and ordinances, and Tenant shall secure all necessary permit s for the same. Tenant shall keep the Premises free from all liens in connection with any such work. All work performed by the Tenant shall be carried forward expeditiously, shall not interfere with Landlords 'work or the work to be performed by or for other tenants, and shall be completed within a reasonable time. Landlord or Landlord's agents shall have the right at all reasonable times to inspect the quality and progress of such work. All improvements, alterations and other work performed on the premises by either Landlord or Tenant shall be the property of Landlord when installed, except for Tenant's trade fixtures, and may not be removed at the expiration of this Lease unless the applicable Landlord's consent specifically provides otherwise. Notwithstanding Landlord's consent to improvements or alterations by Tenant, all such improvements, alterations or other work to be performed by Tenant shall be at the sole cost and expense of Tenant.

8. **REPAIRS AND MAINTENANCE.**

(a) Landlord's Responsibilities. The following shall be the responsibility of Landlord:

(i) Structural repairs and maintenance and repairs necessitated by structural disrepair or defects;

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(ii) Repair and maintenance of the exterior walls, roof, gutters, down spouts and the foundation of the Building. This shall not include maintenance of the operating condition of doors and windows or replacement of glass, nor routine maintenance of the store front;

(iii) Repair of interior walls, ceilings, doors, windows, floors and floor coverings when such repairs are made necessary because of failure of Landlord to keep the structure in repair as above provided in this Section 8(a);

(iv) Maintenance and repair of the heating and air conditioning systems and sprinkler systems, if any. However, Landlord reserves the right to contract with a service company for the maintenance and repair of the foregoing systems, or any of them; and Tenant's share of such expenses shall be paid by Tenant to Landlord monthly;

(v) Extermination of pests, vermin, and rodents; and

(vi) Repairs of wiring, plumbing, drainpipes, sewers, and septic tanks.

(b) Tenant's Responsibilities. The following shall be the responsibility of Tenant:

(i) The interior of the Premises including any interior decorating;

(ii) Any repairs necessitated by the negligence of or use of the Premises by Tenant, its agents, employees and invitees and their use of the Premises;

(iii) ~~Maintenance and repair of the heating and air conditioning systems and sprinkler systems, if any. However, Landlord reserves the right to contract with a service company for the maintenance and repair of the foregoing systems, or any of them; and Tenant's share of such expenses shall be paid by Tenant to Landlord monthly;~~

(iv) Maintenance and repair of the interior walls and floor coverings (both hard surfaces and carpeting);

(v) Any repairs or alterations required under Tenant's obligation to comply with the laws and regulations as set forth in this Lease; and

(vi) All other repairs or maintenance to the Premises which Landlord is not expressly required to make under Section 8(a) above, which includes, without limiting the generality of the foregoing, the replacement of all glass which may be broken or cracked during the Term with glass of as good or better quality than that in use at the commencement of the Term, and routine maintenance of the street front, ~~wiring, plumbing, drainpipes, sewers, and septic tanks including without limitation, repairs outside of the Premises if the need for the repair arises from Tenant's use of the Premises~~. All of Tenant's work shall be in full compliance with then-current building code and other governmental requirements. ~~Tenant shall contract with a qualified pest extermination company for regular extermination services to keep the Premises free of pests, vermin, and rodents~~.

(c) Inspections. Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs as outlined above in any area in Tenant's possession and control shall not mature until a reasonable time after Landlord has received from Tenant written notice of the necessity of repairs, except in the event emergency repairs may be required and in such event Tenant shall attempt to give Landlord appropriate notice considering the circumstances.

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(d) Landlord's Work. All repairs, replacements, alterations or other work performed on or around the Premises by Landlord shall be done in such a way as to interfere as little as reasonably possible with the use of the Premises by Tenant. Tenant shall have no right to an abatement of Rent or any claim against Landlord for any inconvenience or disturbance resulting from Landlord's performance of repairs and maintenance pursuant to this Section 8.

9. **LIENS; TENANT'S TAXES.** Tenant shall keep the Premises free from all liens, including mechanic's liens, arising from any act or omission of Tenant or those claiming under Tenant. Landlord shall have the right to post and maintain on the Premises or the Building such notices of non-responsibility as are provided for under the lien laws of the state in which the Premises are located. Tenant shall be responsible for and shall pay when due all taxes assessed during the Term against any leasehold or personal property of any kind owned by or placed upon or about the Premises by Tenant.

10. **UTILITIES.** Tenant shall pay promptly for all water and sewer facilities, gas and electrical services, including heat and light, garbage collection, recycling, and all other facilities and utility services used by Tenant or provided to the Premises during the Term. If the heating and air-conditioning systems are not on separate meters, Tenant shall pay its proportionate share of such charges based upon the actual use of the heat and air conditioning by Tenant and by the other tenants of the Building, as reasonably determined by Landlord, within ten days after billing therefor. Tenant shall arrange for regular and prompt pickup of trash and garbage and paper recycling and shall store such trash and garbage in only those areas designated by Landlord. However, if Landlord elects to arrange for garbage collection on a cooperative basis for Tenant and any other tenants, Tenant shall pay its proportionate share of the garbage collection charges, within ten days after billings therefor. Tenant shall comply with any recycling programs required by any Law or reasonably required by Landlord.

11. **ICE, SNOW, AND DEBRIS.** Tenant shall keep the walks in front of the Premises free and clear of ice, snow, rubbish, debris, and obstruction. Tenant shall save and protect Landlord from any injury whether to Landlord or Landlord's property or to any other person or property caused by Tenant's failure to perform Tenant's obligations under this Section 11. Tenant's obligations under this Section 11 shall be performed at Tenant's cost and expense. Landlord reserves the right to cause the removal of ice, snow, debris and obstruction from the area in front of the Premises and Tenant shall pay the cost thereof within ten days after billing therefor.

12. **WAIVER OF SUBROGATION.** To the extent it will not void any policy of insurance and to the extent insurance proceeds are actually received, ~~N~~neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in a standard multi peril insurance policy, including sprinkler leakage insurance, if the Premises have sprinklers. Subject to the conditions set forth in the preceding sentence, ~~A~~all claims or rights of recovery for any and all such loss or damages, however caused, are hereby waived. Without limiting the generality of the foregoing, said absence of liability should exist whether or not such loss or damage is caused by the negligence of either Landlord or Tenant or by any of their respective agents, servants or employees.

13. **INJURY TO TENANT'S PROPERTY.** Landlord shall not be liable for any injury to the goods, stock, merchandise or any other property of Tenant ~~or to any person~~ in or upon the Premises or to the leasehold improvements in the Premises resulting from fire or collapse of the Building or any portion thereof or any other cause, including but not limited to damage by water or gas, or by reason of any electrical apparatus in or about the Premises. Tenant is responsible for carrying insurance to cover the risks described in this Section.

14. **DAMAGE OR DESTRUCTION.**

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(a) Partial Destruction. If the Premises shall be partially damaged by fire or other cause, and Section 14(b) below does not apply, the damages to the Premises shall be repaired by Landlord, and all Base Rent until such repair shall be made shall be apportioned accordingly to the part of the Premises that is useable by Tenant, except when such damage occurs because of the fault of Tenant. The repairs shall be accomplished with all reasonable dispatch. Landlord shall bear the cost of such repairs unless the damage occurred from a risk which would not be covered by a standard fire insurance policy with an endorsement for extended coverage, including sprinkler leakage, and the damage was the result of the fault of Tenant, in which event Tenant shall bear the expense of the repairs.

(b) Substantial Damage. If the buildings situated on the Property or the Building or the Premises, or any of them, are 50% or more destroyed during the Term by any cause, Landlord may elect to terminate the Lease as of the date of damage or destruction by notice given to Tenant in writing not more than 45 days following the date damage. In such event all rights and obligations of the parties shall cease as of the date of termination. In the absence of an election to terminate, Landlord shall proceed to restore the Premises, if damaged, to substantially the same form as prior to the damage or destruction, so as to provide Tenant useable space equivalent in quantity and character to that before the damage or destruction. Work shall be commenced as soon as reasonably possible, and thereafter proceed without interruption, except for work stoppages on account of matters beyond the reasonable control of Landlord. From the date of damage until the Premises are restored or repaired, Base rent shall be abated or apportioned according to the part of the Premises useable by Tenant, unless the damage occurred because of the fault of Tenant. Landlord shall bear the cost of such repairs unless the damage occurred from a risk which would not be covered by a standard fire insurance policy with an endorsement for extended coverage, including sprinkler leakage, and the damage was the result of the fault of Tenant, in which event Tenant shall bear the expense of the repairs.

(c) Restoration. If the Premises are to be restored by Landlord as above provided in this Section 14, Tenant, at its expense, shall be responsible for the repair and restoration of all items which were initially installed at the expense of Tenant (whether the work was done by Landlord or Tenant) or for which an allowance was given by Landlord to Tenant, together with Tenant's stock in trade, trade fixtures, furnishings, and equipment; and Tenant shall commence the installation of the same promptly upon delivery to it of possession of the Premises and Tenant shall diligently prosecute such installation to completion.

15. **EMINENT DOMAIN.**

(a) Partial Taking. If a portion of the Premises is condemned and neither Section 15(b) nor Section 15(c) apply, the Lease shall continue in effect. Landlord shall be entitled to all the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of condemnation. Landlord shall proceed as soon as reasonably possible to make such repairs and alterations to the Premises as are necessary to restore the remaining Premises to the condition as comparative as reasonably practicable to that existing at the time of condemnation. Base rent shall be abated to the extent that the premises are untenantable during the period of alteration and repair. After the date on which title vests in the in condemning authority, Base Rent shall be reduced commensurately with the reduction in value of the Premises as an economic unit on account of the partial taking.

(b) Substantial Taking of the Property. If a condemning authority takes any substantial part of the Property or any substantial part of the Building, the Lease shall, at the option of Landlord, terminate as of the date title vests in the condemning authority. In such event all rights and obligations of the parties shall cease as of the date of termination. Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall nave no claim against Landlord as a result of the condemnation. Tenant shall be free to make a separate claim for its moving expenses and l lost trade fixtures so long as such claim does not interfere with or reduce Landlord's claim or award.

(c) Substantial Taking of Premises. If a condemning authority takes all of the Premises or a portion sufficient to render the remaining Premises reasonably unsuitable for Tenant's use, the Lease shall terminate as of the date title vest in the condemning authority. In such event all rights and obligation of the parties shall cease as

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of the date of termination. Landlord shall be entitled to all of the proceeds of condemnation and Tenant shall have no claim against Landlord as a result of the condemnation.

(d) Definition. Sale of all or any part of the Premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purpose of this Lease as a taking by condemnation.

16. **BANKRUPTCY.** Subject to Section 17, this Lease shall not be assigned or transferred voluntarily or involuntarily by operation of law. It may, at the option of Landlord, be terminated, if Tenant be adjudged bankrupt or insolvent, or makes an assignment for the benefit of creditors, or files or is a party to the filing of a petition in bankruptcy, or commits an act of bankruptcy, or in case a receiver or trustee is appointed to take charge of any or the assets of Tenant or sublessees or assignees in or on the Premises, and such receiver or trustee is not removed within 30 days after the date of his appointment, or in the event of judicial sale of the personal property in or on the Premises upon judgment against Tenant or any sublessees or assignee hereunder, unless such property or reasonable replacement therefor be installed on the Premises. To the extent permitted by law, this Lease or sublease hereunder shall not be considered as an asset of a debtor-in-possession, or an asset in bankruptcy, insolvency, receivership, or other judicial proceedings. This Lease shall be considered a lease of real property in a shopping center within the meaning of Section 365(b)(3) of the U.S. judicial proceedings. This Lease shall be considered a lease of real property in a shopping center within the meaning of Section 365(b)(3) of the U.S. judicial proceedings. This lease shall be considered a Lease of real property in a shopping center within the meaning of Section 365(b)(3) of the U.S. Bankruptcy Code.

17. **DEFAULT.** The following meanings shall be events of default.

(a) Failure of Tenant to pay any Rent when due or failure of Tenant to pay any other charge required under this Lease within ten (10) days after it is due.

(b) Failure of Tenant to execute the documents described in Section 21 or 22 within the time required under such Sections: failure of Tenant to provide or maintain the insurance required of Tenant pursuant to Section 5(c); or failure of Tenant to comply with any Laws as required pursuant to Section 6 within 24 hours after written demand by Landlord.

(c) Failure of Tenant to comply with any term or condition or fulfill any obligation of this Lease (other than the failures described Section 17(a) or 17(b) above) within ten (10) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such nature that it cannot be completely remedied within the ten (10) day period, this provision shall be complied with if Tenant begins correction of the default within the ten (10) and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. Landlord shall be obligated to give written notice for the same type of default more than twice: at Landlord's option, a failure to perform an obligation after the second notice shall be automatic event of default, without notice or any opportunity to cure.

(d) The abandonment of the Premises by Tenant or the failure of Tenant for fifteen (15) days or more to occupy the Premises for one or more of the designated purposes of this Lease unless such failure is excused under other provisions of this Lease.

(e) The bankruptcy or insolvency of Tenant or the occurrence of other acts specified in Section 16 of this Lease which give Landlord the option to terminate.

18. **REMEDIES ON DEFAULT.** In the event of a default, Landlord may, at Landlord's option, exercise any one or more of the rights and remedies available to a Landlord in the state in which the Premises are located to redress such default, consecutively or concurrently, including the following:

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(a) Landlord may elect to terminate Tenant's right to possession of the Premises or any portion thereof by written notice to Tenant. Following such notice, Landlord may re-enter, take possession of the Premises and remove any persons or property by legal action or self-help with the use of reasonable force and without liability for damages. To the extent permitted by law, Landlord shall have the right to retain the personal property belonging to Tenant that is on the Premises at the time of re-entry, or the right to such other security interest therein as the law may permit, to secure all sums due or which become due to Landlord under this Lease. Perfection of such security interest shall occur by taking possession of such to secure all sums due or which become due to Landlord under this Lease. Perfection of such security interest shall occur by taking possession of such personal property or otherwise as provided by law.

(b) Following re-entry by Landlord , Landlord may relet the Premises for a term longer or shorter than the Term and upon any reasonable terms, including the granting of rent concessions to the new tenant. Landlord may alter, refurbish or otherwise change the character or use of the Premises in connection with such reletting. Landlord shall not be required to relet for any use or purpose that Landlord may reasonably consider injurious to its property or to any tenant that Landlord may reasonably consider objectionable. No such reletting by Landlord following default by Tenant shall be construed as an acceptance of the surrender of the Premises. If rent received upon such reletting exceeds the Rent received under this Lease, Tenant shall have no claim to the excess.

(c) Following Landlord re-entry Landlord shall have the right to recover from tenant the following damages:

(i) All unpaid rental or other charges for the period prior to re-entry, plus interest at the rate equal to five percentage points in excess of the discount rate, including any surcharge on the discount rate, on 90-day commercial paper declared by Federal Reserve Bank in Federal district in which Portland, Oregon is located on the date the charge was due (the "Interest Rate").

(ii) An amount equal to the Rent lost during any period during which the Premises are not relet, if Landlord uses reasonable efforts to relet the Premises. If Landlord lists the Premises with a real estate broker experienced in leasing commercial property in the metropolitan area in which the Premises are located, such listing shall constitute the taking of reasonable efforts to relet the Premises.

(iii) All costs incurred in reletting or attempting to relet the Premises, including but without limitation, the cost of cleanup and repair in preparation for a new tenant, the cost of correction any defaults or restoring any unauthorized alterations and the amount of any real estate commissions or advertising expenses.

(iv) The difference between the Rent reserved under the Lease and the amount actually received by Landlord after reletting as such amounts accrue.

(v) Reasonable attorney's fees incurred in connection with the default, whether or not any litigation is commenced.

(d) Landlord may sue periodically to recover damages as they accrue throughout the Term and no action for accrued damages shall be a bar to later action for damages subsequently accruing. To avoid a multiplicity of action, Landlord may obtain a decree of specific recover accrued damages plus damages attributable to the remaining Term equal to the difference between the Rent under the Lease and the reasonable rental value of the Premises for the remainder of the Term.

(e) In the event that Tenant remains in possession following default and Landlord does not elect to re-enter, Landlord may recover all back Rent and other charges, and shall have the right to cure any nonmonetary default and recover attorney's fees reasonably incurred in connection with the default, whether or not litigation is

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Landlord Tenant

commenced. Landlord may sue to recover such amounts as they accrue, and no one action for accrued damages shall bar a later action for damages subsequently accruing.

(f) The foregoing remedies shall not be exclusive but shall be addition to all other remedies and rights provided under applicable law and no election to pursue one remedy shall preclude resort to another remedy.

19. **SURRENDER AT EXPIRATION**

(a) Condition of Premises. Upon expiration of the Term or earlier termination Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Improvements and alterations constructed by Tenant shall not be removed or restored to the original condition unless the terms of Landlord's consent provides otherwise or unless Landlord requests Tenant to remove all or any of such improvements or alterations, in the event Tenant shall remove the same and restore the Premises. Depreciation and wear form ordinary use for the purpose for which the Premises were let need not be restored, but all repair for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. Tenant's obligations under this Section 19 shall be subject to the provisions of Section 14 relating to damages or destruction.

(b) Fixtures

(i) All fixtures placed upon the Premises during the Term, other than Tenant's trade fixtures, shall, at Landlord option, become the property of Landlord. Movable furniture, decorations, floor covering, curtains, drapes, blinds, furnishing and trade fixtures shall remain the property of Tenant if placed on the Premises by Tenant; provided, however, if Landlord granted Tenant an allowance for improvements, installation, floor coverings, curtains, drapes, blinds or other items, such items shall Landlord's option become the property of Landlord notwithstanding the installation thereof by Tenant.

(ii) If Landlord so elects, Tenant shall remove any or all fixtures, shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the Interest Rate. Tenant shall remove all furnishings; furniture and trade fixtures, which remain the property and all rights of Tenant with respect to it, shall cease. Landlord may effect a removal and place the property in public or private storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, with interest on all such expenses from the date of expenditure at the Interest Rate.

(iii) The time for removal of any property or fixtures that tenant is required to remove form the Premises upon termination shall be as follows:

a. On or before the date the Lease terminates because of expiration of the Term or because of a default under Section 18.

b. Within 30 days after notice from Landlord requiring such removal where the property to be removed is a fixture which Tenant is not required to remove except after such notice by Landlord, and after the date would fall after the date that Tenant would be required to remove other property.

(c) Holdover. If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant form month-to-month, subject to all of the provisions of this Lease except the provision for the Term, and except the Base Rent, provided herein shall double during the period of month-to-month tenancy. Failure of Tenant to remove fixtures, furniture, furnishings or trade fixtures that Tenant is required to remove under the Lease shall constitute a failure to vacate to which this Section 19(c) shall apply if the property not removed will interfere with occupancy of the Premises by another Tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

20. **ASSIGNMENT AND SUBLETTING.**

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Landlord Tenant

(a) Landlord's Consent. Tenant shall not, either voluntarily or by Operation of law, sell, assign or transfer this Lease or sublet the Premises or any part thereof, or assign any right to use the Premises or any part thereof (each a "Transfer") without the prior written consent of Landlord. Which consent shall not be unreasonably withheld, and any attempt to do so without such prior written consent shall be void and at Landlord's option, shall terminate this Lease. If Tenant requests Landlord's consent to Transfer, Tenant shall promptly provide Landlord with a copy of the proposed agreement between Tenant and its proposed transferee and with all such other information concerning the business and financial affairs of such proposed transferee as Landlord may request; Landlord may withhold such consent unless the proposed transferee (I) is satisfactory to Landlord as to credit, managerial experience, net worth, character and business of professional standing. (ii) Is a person or entity whose possession of the Premises would not be inconsistent with Landlord's commitments with other tenants or with the mix of uses Landlord desires at the Property, (iii) will occupy the Premises solely for the use authorized under this Lease, (iv) expressly assumes and agrees in writing to be bound by and directly responsible for all of Tenant's obligations hereunder, (v) will conduct a business that does not adversely impact the use of the Property's common areas, and (vi) will conduct its business in the Premises in such a manner so that the Percentage Rent payable to Landlord under this Lease will not likely be less than the Percentage Rent that would have been payable to Landlord had there been no Transfer. Landlord's consent to any such Transfer shall in no event release Tenant from its liabilities or obligations hereunder nor relieve Tenant from the requirement of obtaining Landlord's prior written consent to any further Transfer. Landlord's acceptance of rent from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or consent to any Transfer.

(b) Payment to Landlord and Termination of Lease.

(i) Landlord may, as a condition to its consideration of any request for consent to a proposed Transfer; impose a fee to cover Landlord's reasonable administrative and legal expenses in connection therewith. Such fee shall (i) be payable by Tenant upon demand, (ii) include all reasonable legal fees incurred by Landlord, and (iii) be retained by Landlord regardless of whether such consent is granted.

(ii) If any such proposed Transfer provides for the payment of, or if Tenant otherwise receives, rent, additional rent or other consideration for such Transfer that is in excess of the Rent and all other amounts that Tenant is required to pay under this regardless of whether such excess is payable on a lump sum basis or over a term), then in the event Landlord grants its consent to such proposed Transfer, Tenant shall pay Landlord the amount of such excess s it is received by Tenant. Any violation of this paragraph shall be deemed a material and noncurable breach of this Lease.

(iii) If Tenant is a corporation, an unincorporated association, a partnership, a limited partnership, or a limited liability company, the transfer, assignment or hypothecation of any stock or interest in such entity in the aggregate in excess of twenty-five percent shall be deemed a Transfer of this Lease within the meaning and provisions of this Section 20.

21. **SUBORDINATION.** Tenant's interest hereunder shall be subject and subordinate to all mortgages, trust deeds, and other financing and security instruments placed on the Premises by Landlord from time to time ("Mortgages") except that no assignment or transfer of Landlord's rights hereunder to a lending institution as collateral security in connection with a Mortgage shall affect Tenant's right to possession, use and occupancy of the Premises so long as Tenant shall not be in default under any of the terms and conditions of this Lease. The provisions of this Section 21 shall be self-operation. Nevertheless, Tenant agrees to execute acknowledge and deliver to Landlord within ten days after Landlord's written request, an instrument in recordable form which expressly subordinates Tenant's interest hereunder to the interests of the holder of any Mortgage, and which includes any other reasonable provisions requested by the holder or prospective holder of any Mortgage. At Landlord's request, Tenant shall furnish Landlord current balance sheets, operation statements, and other financial statements in the form as reasonably requested by Landlord or by the holder or prospective holder of any Mortgage, certified by Tenant as accurate and current. Tenant

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Landlord Tenant

agrees to sign an authorization for Landlord to conduct a check of Tenant's credit as requested by Landlord from time to time.

22. **ESTOPPEL CERTIFICATE.** Tenant shall from time to time, upon not less than ten days prior notice, submit to Landlord, or to any person designated by Landlord, a statement in writing, in the form submitted Tenant by Landlord, certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, identifying the same by the date thereof and specifying the nature thereof) that to the knowledge of Tenant no uncured default exists hereunder (or if such uncured default does exist, specifying the same), the dates to which the Rent and other sums and charges payable hereunder have been paid, that Tenant has no claims against Landlord and no defenses or offsets to rental except for the continuing this Lease as Landlord reasonably request.

23. **PERFORMANCE BY LANDLORD.** Landlord shall not be deemed in default for the nonperformance or for any interruption or delay in performance of any of the terms, covenants and conditions of this Lease if the same shall be due to any labor dispute, stride, lockout, civil commotion or like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain labor, services or material, through acts of God, or other cause beyond the reasonable control Landlord, providing such cause is not due to the willful act or neglect of Landlord.

24. ~~**LANDLORD'S**~~ **RIGHT TO CURE DEFAULT.** If ~~Tenant~~ either party shall fail to perform any of the covenants or obligations to be performed by ~~Tenant~~ such party, ~~Landlord~~ the other party, in addition to all other remedies provided herein, shall have the option (but not the obligation) to cure such failure to perform after thirty days' written notice to ~~Tenant~~ the party failing to perform. All of ~~Landlord's~~ the other party's expenditures incurred to correct the failure to perform shall be reimbursed by ~~Tenant~~ the party failing to perform upon demand with interest from the date of expenditure at the Interest Rate. ~~Landlord's~~ Each party's right to cure ~~Tenant's~~ the other's failure to perform is for the sole protection of ~~Landlord~~ of that party and the existence of the right shall not release ~~Tenant~~ the other from the obligation to perform all of the covenants herein provided to be performed by ~~Tenant~~ the other party, or deprive ~~Landlord~~ either party of any other right that ~~Landlord~~ the non-defaulting party may have by reason of default of this Lease by ~~Tenant~~ the defaulting party.

25. **INSPECTION.** Landlord, Landlord's agents and representatives, shall have the right to enter upon the Premises at any time in the event of emergency and, in other events, at reasonable times after prior verbal notice for the purpose of inspection the same, for the purpose of making repairs of improvements to the Premises or the Building, for showing the Premises during the final ninety days of the Term, or for any other lawful purpose.

26. **FOR SALE AND FOR RENT SIGNS.** During the period of ninety days prior to the date for the termination of this Lease, Landlord may post on the Premises or in the windows thereof signs of moderate size notifying the public that the Premises are "for sale" or "for rent" or "for lease".

27. **ATTORNEY'S FEES.** In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained to interpret or enforce any provision of this Lease or with respect to any dispute relating to this Lease, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred an reasonably necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

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Landlord Tenant

28. **NOTICES.** Any notice required or permitted under this Lease shall be in writing and shall be deemed given when actually delivered or when deposited in the United States mail as certified or registered mail, addressed to the addresses set forth on the last page of this Lease or to such other addresses as may be specified from time to time by either of the parties in the manner above provided for the giving of notice.

29. **BROKERS.** Tenant covenants, warrants and represents that it has not engaged any broker, agent or finder who would be entitled to any commission or fee in connection with the negotiation and execution of this Lease except as set forth in the Summary of Fundamental Lease Provisions attached hereto. Tenant agrees to indemnify and hold harmless Landlord against and from any claims for any brokerage commissions and all cost, expenses and liabilities in connection therewith, including attorneys' fees and expenses, arising out of any charge or claim for a commission or fee by any broker, agent or finder on the basis of any agreements made or alleged to have been made by or on behalf of Tenant except for brokers listed on the Summary of Fundamental Lease Provisions. The provisions of this Section 29 shall not apply to any brokers with whom Landlord has an express written brokerage agreement. Landlord shall be responsible of any such brokers.

30. **LATE CHARGES.** Tenant acknowledges that late payment by Tenant to Landlord of any Rent or other charge due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of that will be extremely difficult to ascertain. Such consists may include, without limitation procession and accounting charges and late charges that may be imposed on Landlord under the terms of any Mortgage. Accordingly, if any Rent or other charge is not received by Landlord within 10 days after it is due. Tenant shall pay to Landlord a late charge equal to five percent (5%) of the overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs incurred by Landlord by reason of the late payment by Tenant. Acceptance of any late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to the overdue amount in question, nor prevent Landlord from exercising any of the rights and remedies granted hereunder.

31. **NO PERSONAL LIABILITY.** The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to the interest of Landlord in the Building and Property, and Landlord shall not be personally liable for any deficiency. This clause shall not be deemed to limit or deny any remedies that Tenant may have in the event of default by Landlord under this Lease that do not involve the personal liability of Landlord.

32. **MISCELLANEOUS PROVISIONS.** This Lease does not grant any rights of access to light or air over any part of the Property. Time is of the essence of this Lease. The acceptance by Landlord of any Rent or other benefits under this Lease shall not constitute a waiver of any default. Any waiver by Landlord of the strict performance of any of the provisions of this Lease shall not be deemed to be a waiver of subsequent breaches of the same character or of a different character, occurring either before or subsequent to such waiver, and shall not prejudice Landlord's right to require strict performance of the same provision in the future or of any other provisions of this Lease. This Lease contains the entire agreement of the parties. The parties acknowledge and agree that any calculations of square footage in the Premises and on the Property are approximations. No recalculation of square footage shall affect the obligations of Tenant under this Lease including without limitation the amount of Base Rent or other Rent payable by Tenant under this Lease. This lease shall not be amended or modified except by agreement in writing signed by the parties hereto. Subject to the limitations on the assignment or transfer of Tenant's interest in this Lease, this Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors, and assigns. No remedy herein conferred upon or reserved to Landlord or Tenant shall be exclusive of any other remedy herein provided or provided by law, but each remedy shall be cumulative. In interpreting or construing this Lease, it is understood that Tenant may be more than on person, that if the context so requires, the singular pronoun shall be taken to mean and include the partnerships, and individuals. Section headings are for convenience and shall not affect any of the provisions of this Lease. If any provision of this Lease or the application thereof to any person or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. All agreements (including, but not limited to, indemnification agreements) set forth in this Lease, the full performance of which are not required to expiration or

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Landlord Tenant

earlier termination of this Lease, shall survive the expiration or earlier termination of this Lease and be fully enforceable thereafter.

33. **EXHIBITS AND ADDITIONS PROVISIONS.** Exhibit "A" that is referred to in this Lease is attached hereto and by reference incorporated herein. Additional provisions, if any, are set forth in Riders *, attached hereto and by this reference incorporated herein.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease in duplicate of the day and year first above written, any corporate signature being by authority of the Board of Directors.

Landlord: South Market Square LLC

By: _____
Title: _____
1200 NW Naito Parkway, Suite 620
Portland, OR 97209
Address

Tenant: Multnomah County

By: Beverly Stein
Title: Multnomah County Chair
c/o 2505 SE 11th Avenue
Portland, OR 97202
Address

REVIEWED:
THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY
BY _____
ASSISTANT COUNTY COUNSEL
DATE 6/8/99

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-5 DATE 7/1/99
DEB BOGSTAD
BOARD CLERK

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_____ _____
Landlord Tenant

SUPPLEMENTAL PROVISIONS

The following Supplemental Provisions are hereby incorporated into and, for all purposes, made a part of that certain Lease between South Market Square LLC, an Oregon Limited Liability Company ("Landlord") and Multnomah County, a political subdivision of the state of Oregon ("Tenant") dated April 28, 1999 (the "Lease").

1. Oregon Tort Claims Act.

Any covenant in the Lease by Tenant to defend, indemnify or hold harmless Landlord shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260 to 30.300, and within the limits in ORS 30.275; provided, however, that this paragraph shall apply only to claims arising in "tort" as that term is defined in ORS 30.260(8).

2. Tax Exemption Savings.

Under the provisions of ORS 307.112, certain real property tax savings resulting from exemption of the property leased herein may accrue to the Property and/or the Premises. The tax savings resulting from the exemption under such statute, if any, shall accrue to the benefit of Tenant by a reduction in the Additional Rent otherwise due for property taxes under Paragraph 4(b) of the Lease, which reduction shall be in an amount equal to the annual savings caused by the exemption. The amount of the Additional Rent offset shall be determined annually by multiplying the exempt value by the correct tax rate.

3. Cancellation Rights.

(a) In the event that the program funding to maintain the Tenant's Library Program at the Premises is not provided by the Multnomah County Board of Commissioners in any year of the term of this Lease, upon giving Landlord one hundred twenty (120) days prior written notice, Tenant may cancel this Lease effective as of the June 30th following the 120th day after the giving of such notice. The provisions of this section shall not and may not be used by Tenant for the purpose of canceling the Lease for any reason other than that expressly stated in the preceding sentence. Upon giving the notice described herein, Tenant may not revoke such notice without the express, written consent of Landlord.

(b) In the event Tenant cancels the Lease as provided in this section, Tenant shall pay to Landlord, upon the effective date of such cancellation, or as soon as such amounts are determined, the following:

Landlord _____ Tenant _____

(i) An amount equal to the Landlord's cost of the Tenant improvements to the Premises being vacated by Tenant, multiplied by the percentage of the lease term remaining at the effective date of cancellation; plus

(ii) An amount equal to two months' rent (both Base Rent and Additional Rent) of the premises being vacated by Tenant; plus

(iii) Any and all costs and expenses reasonably incurred by Landlord in reletting the premises being vacated by Tenant, including without limitation: brokerage commissions; cleaning costs; demolition, alterations, additions, and repairs to the Property and/or Premises (including new Tenant Improvements) reasonably deemed by Landlord to be necessary in conjunction with such reletting; reasonable legal fees associated with such reletting. Such costs, expenses and fees shall be limited to those incurred in the initial reletting following said cancellation and not in any subsequent relettings.

4. Option to Extend.

(a) Right to Extend.

So long as Tenant remains free from default under this Lease, and so long as Tenant does not assign the Lease or sublet any portion of the Premises, Tenant shall have the option to extend the term of the Lease for two (2) successive term(s) of five (5) years each, on the terms and conditions contained herein, except for Base Rent which shall be determined as hereinafter provided. Other than as set forth therein, Tenant shall have no further option to extend this Lease. Exercise of each extension option shall be by written notice given to Landlord at least 180 and not more than 210 days prior to expiration of the original term, or the preceding extended term, if any.

(b) Determination of Rent.

(i) During each extended term, Base Rent shall be adjusted to reflect the greater of (a) the fair market rental value of the Premises for the extended term, determined as hereinafter provided or (b) the Base Rent and Additional Rent payable by Tenant immediately prior to the commencement of the extended term in question, plus an additional three percent (3%).

(ii) After the exercise of any option to extend and at least 150 days prior to the commencement of the extended term in question, Landlord shall notify Tenant of its determination of the fair market rental value. Within 30 days after the effective date of such notice, Tenant shall either (a) notify Landlord of Tenant's acceptance of Landlord's

Landlord _____ Tenant _____

determination of the fair market rental value, in which event Base Rent for the extended term in question shall be as so determined by Landlord; or (b) notify Landlord of Tenant's rejection of Landlord's determination of the fair market rental value, in which event the fair market rental value shall be determined in accordance with this Section. The failure of Tenant to give any notice within the required time period shall be deemed an acceptance by Tenant of Landlord's determination of the fair market rental value.

(iii) Whether the Base Rent under any extended term is determined in accordance with subsection 4(b)(i) or (ii), after such initial determination, the Base Rent for each succeeding year of the extended term shall be increased by three percent (3%) per year.

(c) Arbitration Procedure.

Within ten days after Tenant's rejection of Landlord's determination of fair market rental value, each party shall designate a representative who is either an Oregon licensed MAI appraiser skilled in determining rental rates for retail space in the Portland, Oregon metropolitan area, an owner of a Portland, Oregon metropolitan area building containing retail space, or a real estate broker experienced in leasing retail space in the Portland, Oregon metropolitan area. The two representatives so chosen shall select an arbitrator having the above qualifications or, if they cannot agree, the presiding judge of the Circuit Court of Multnomah County, Oregon shall, upon application by either party, select an arbitrator having the above qualifications. At least 90 days prior to the commencement of the extended term in question, each party's representative shall submit to the arbitrator a written report stating such representative's opinion of the fair market rental value of the Premises, based on a consideration of rental rates then being charged (under the most recently executed leases) in Portland, Oregon metropolitan area for retail space comparable to the Premises. Within 30 days after receipt of such reports, the arbitrator shall accept one or the other of the reports. The determination of the fair market rental value in the report so accepted shall be binding on the parties; provided, however, that Base Rent during any extended term shall not in any event be less than the Base Rent payable by Tenant immediately prior to the commencement of such extended term plus three percent (3%). The cost of the determination of the fair market rental value pursuant to this Section shall be shared equally by Landlord and Tenant. If the arbitrator does not decide the fair market rental value to be paid prior to commencement of the extended term in question, Base Rent shall continue to be payable in the amount

Landlord _____ Tenant _____

previously in effect plus three percent (3%), and retroactive adjustment shall be made when the arbitrator reaches a decision.

5. Tenant Improvement Work Agreement.

(a) On or before _____ ___, 1999, Tenant shall furnish to Landlord, at Tenant's sole cost and expense, plans and specifications for any and all tenant improvements requested by Tenant for the Premises. All plans and specifications shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld. Provided Tenant's plans and specifications are furnished by the date stated above and approved by Landlord, Landlord shall cause the tenant improvements to be installed by Landlord's contractor. Prior to commencing any such work, however, Landlord shall submit to Tenant a written bid for the cost of completing the work called for by the plans and specifications. Tenant shall have ten (10) days to approve such estimate. If Tenant shall fail to approve any such estimate within ten (10) days after submission thereof, such failure shall be deemed to be disapproval thereof, and Landlord's contractor shall not proceed with such work. In the event of Tenant's disapproval of the bid, Tenant shall indicate to Landlord it maximum budget for tenant improvements. Thereafter, Tenant, Landlord, Landlord's contractor, and the architect responsible for the design of the tenant improvements shall, in a reasonable and good faith manner, modify the plans and specifications so as to allow Landlord's contractor to complete the tenant improvements within such budget.

(b) Whether by Tenant's approval of Landlord's contractor's original bid or by Tenant's subsequent approval of the tenant improvement budget for the modified plans and specifications, the amount to be charged by Landlord's contractor for the construction of the tenant improvements pursuant to the plans and specifications shall be deemed to be the "Tenant Improvement Contract Amount." On a monthly basis, during the course of construction of the tenant improvements, Tenant shall pay to Landlord, as Additional Rent, an amount equal to the percentage of the completion of the tenant improvements (as determined by the project architect) multiplied by the Tenant Improvement Contract Amount.

(c) Tenant shall be responsible for delays and additional costs in completion of the tenants improvements caused by changes made to any of Tenant's plans or specifications after the delivery dates specified above in this Section, by inadequacies in any of Tenant's plans or specifications, or by delays in delivery of special materials requiring long lead times. If Tenant desires any change to its improvements, Tenant shall submit a written request for such change to Landlord, together

_____ Landlord _____ Tenant

with all plans and specifications necessary to show and explain changes from the approved plans and specifications. Any such change shall be subject to Landlord's approval. Prior to proceeding with the work, Landlord or Landlord's contractor shall notify Tenant in writing of the amount, if any, which will be charged or credited to Tenant to reflect the cost of such change.

Landlord _____ Tenant _____

FIRST ADDENDUM TO RETAIL LEASE

This Addendum to Retail Lease (the "Addendum") is entered into as of this ___th day of August, 1999, by and between SOUTH MARKET SQUARE LLC, an Oregon Limited Liability Company ("Landlord") and MULTNOMAH COUNTY ("Tenant").

RECITALS

Contemporaneously with this Addendum, Landlord and Tenant entered into a Retail Lease (the "Lease") regarding certain property located in Fairview, Oregon (as more particularly described in the Lease) and a building to be constructed thereon. Pursuant to this Addendum, the parties now desire to modify the Lease in accordance with the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the parties' mutual execution of this Addendum, the conditions and covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Option to Extend Lease Term.

(a) Option. At any time during the first two Lease Years of the term of the Lease, Tenant may, in accordance with this paragraph, extend the term of the Lease from 120 months from the Commencement Date to 360 months following the date of exercise of this option.

(b) Exercise of Option. At least thirty (30) days prior to the exercise of the option, Tenant must give Landlord written notice of Tenant's intention to exercise the option. In order to exercise the option, Tenant must deliver written notice of such exercise to Landlord together with the option consideration as provided for in subparagraph (c); provided, however, at any time after Tenant has provided Landlord with the notice of intent to exercise the option, as provided for in the preceding sentence, Landlord may designate, by written notice to Tenant, any third-party to receive the option consideration on Landlord's behalf, in which case Tenant shall deliver the option consideration to such third-party.

(c) Option Consideration. If Tenant exercises the option during the first Lease Year, Tenant's option consideration shall be a cashier's check in the amount of $878,933.33. If Tenant exercises the option during the second Lease Year, Tenant's option consideration shall be a cashier's check in the amount of $905,301.33.

(d) Rent After Exercise of Option. Beginning with the next full month following the exercise of the option, Tenant shall no longer be obligated to pay Base Rent as called for in the Lease.

(e) Closure of Facility. If at any time following the exercise of the option Tenant ceases Library operations at the leased Premises, Landlord shall have the right to sublease the Premises from Tenant at an annual Base Rent equal to the amount of the option consideration paid by Tenant divided by thirty (30); provided, however, this right shall not in any manner be construed as Landlord's sole or exclusive right upon Tenant ceasing Library operations at the Premises -- this right of Landlord's shall be in addition to and not in any way in derogation of any other right of any nature whatsoever otherwise provided for under the Lease.

(f) Extinguishment of Supplemental Provision Paragraph 4. In the event Tenant exercises the option provided for in this Addendum, Tenant shall not have the right to exercise the Option to Extend the Lease term as provided in Paragraph 4 of the Supplemental Provisions to the Lease.

(g) Memorandum of Option. Upon the request of either party, the other party shall execute a Memorandum of Option to Extend Lease Term concerning the option as provided in this Addendum in proper form for recording in the appropriate records of Multnomah County, Oregon.

2. Estimated Commencement Date. For all purposes under the Lease, the Estimated Commencement Date shall be May 1, 2000, rather than November 1, 1999.

3. Subordination, Attornment and Nondisturbance. The rights and interests of Tenant under this Lease and in and to the Leased Premises shall be subject and subordinate to all deeds of trust, mortgages and other security instruments ("Security Documents") heretofore or hereafter executed by Landlord covering the Leased Premises or any parts thereof and Tenant agrees to attorn to the holder of such Security Documents in the event of transfer, assignment of the Lease to such holder by Landlord or as a result of any foreclosure by such holder or holders of the Security Documents; provided, however, any such subordination and attornment shall be upon the express conditions that the validity of this Lease shall be recognized by the holder of such Security Documents, and that notwithstanding any default by Landlord with respect to such Security Documents or foreclosure thereof, Tenant's possession and right of use under this Lease in and to the Leased Premises shall not be disturbed by such holder unless and until Tenant shall be in default of any of the provisions of this Lease and Tenant's right of possession hereunder shall have been terminated in accordance with the provisions of this Lease. At the request of the Landlord, Tenant shall execute such documents as may be required to set forth such subordination and attornment. Notwithstanding any provision of the

Lease to the contrary, the holder of the Security Documents shall have the right to cause such Security Documents to be subject and subordinate to this Lease by giving the Tenant express written notice thereof.

4. This Addendum shall be incorporated into and shall be deemed to be a part of the Lease for all purposes. Except as expressly modified by this Addendum, all terms and conditions of the Lease shall remain in full force and effect, including, without limitation, Tenant's obligation to pay Additional Rent as defined in the Lease.

IN WITNESS WHEREOF, this Addendum has been duly executed as of the day and year first written above.

SOUTH MARKET SQUARE LLC
By: Fairview Village Development Corp.
Its: Manager

By: _____
Charles V. Haugh
Its: President

MULTNOMAH COUNTY

By: Beverly Stein
Name: Beverly Stein
Its: County Chair

REVIEWED:
THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY
BY _____
ASSISTANT COUNTY COUNSEL
DATE August 28, 1997

MEETING DATE: JUL 0 1 1999
AGENDA NO: R-6
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Lease Agreement for Storage of Library Materials during Renovation of the Nine County Branch Libraries, at 3449 N. Anchor Street

BOARD BRIEFING: **DATE REQUESTED:**
REQUESTED BY:
AMOUNT OF TIME NEEDED:

REGULAR MEETING: **DATE REQUESTED:** July 1, 1999
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Library **DIVISION:** Renovations

CONTACT: June Mikkelson **TELEPHONE #:** 83644
BLDG/ROOM #: 317

PERSON(S) MAKING PRESENTATION: Jennifer de Haro

ACTION REQUESTED:

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [X] APPROVAL [ ] OTHER

SUGGESTED AGENDA TITLE:

Approval of Lease Agreement for Storage of Library Materials During Renovation of the Nine County Branch Libraries.

7/7/99 originals to Jennifer de Haro, copy to June Mikkelsen

99 JUN 23 PM 2:29
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

SIGNATURES REQUIRED:

ELECTED OFFICIAL:
(OR)
DEPARTMENT MANAGER: Dennis Cooper Jr

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

2/97

MULTNOMAH COUNTY
LIBRARY

205 N.E. Russell Street • Portland, OR 97212-3796 • PHONE: (503)248-5402 • FAX: (503)248-5441 Ginnie Cooper, Director of Libraries

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Ginnie Cooper, Director of Libraries

DATE: June 15, 1999

RE: Lease Agreement for Anchor Park (for book storage)
3449 N. Anchor Street, Portland (Building 300-B)

---

1. Recommendation/Action Required:
Approve the lease agreement.

2. Background/Actin Requested:
As part of the branch renovation project, the Library is closing each of the nine branch libraries that is undergoing renovation during the time that the branch is in construction. While a branch is closed, its collection of library materials is packed into boxes and put into storage. Three to five branches are closed at any one time. This means that no fewer than 70,000 volumes will be in storage at any time during the renovation project. In addition, furniture and equipment that will be re-used after a branch is renovated must also be stored during construction. There is not adequate County space for storing these materials. Leasing storage space allows the department to safely and efficiently house the books and materials while the buildings are undergoing renovation.

3. Financial Impact:
Lease payments are budgeted in the branch renovation bond approved by voters in May 1996.

4. Legal Issues:
None.

5. Controversial Issues:
None known.

6. Link to Current County Policies:
Meets current County Benchmark of accountability and good government practice.

7. Citizen Participation:
In 1997-98, the Library began a series of public meetings about the branch projects. The meetings have continued as each project is scheduled to keep library users informed about what's going on at their branches, and to respond to their concerns.

8. Other Government Participation:
None known.

MULTNOMAH COUNTY OREGON

REAL PROPERTY LEASE DESCRIPTION FORM

☐ Revenue ☐ Rent Free Agreement ☐ Taxpayer ID (lessor) _____
☒ Expense ☐ County Owned ☐ Renewal of Lease

Property Management Contact Person Bob Oberst Phone 248-3851 Date July 1, 1999

Division Requesting Lease Library Department

Contact Person June Mikkelson Phone 83644

Lessor Name MLO Physical Therapy

Mailing Address 123 N.E. Third Ave. Ste. 215
Portland, OR 97232

Phone 231-5334 X310 Eric Mueller

Lessee name Multnomah County

Mailing Address 2505 SE 11th Ave.
Portland, OR 97202

Phone 248-3322

Address of Lease Property 3449 N. Anchor Street Ste. D
Portland, OREgon

Purpose of Lease Storage of Library materials during renovations

Effective Date November 1, 1998

Termination Date June 30, 2001

Total Amount of Agreement $ 78,420.81

Payment Terms

☐ Annual $ _____ ☒ Monthly $ 2,010.79

☐ Other $ _____

monthly amount INCLUDES common area maintenance

FUND	AGENCY	ORGAN-IZATION	ACTIVITY	OBJ	SUB OBJ	REV SOURCE	SUB REV	REPT CATEG
410	030	5650		6170				

REQUIRED SIGNATURES:

Department Head _____ Date 6/22/99

County Counsel _____ Date 6/23/99

Property Management _____ Date 6-22-99

County Executive/Sheriff _____ Date July 1, 1999

CODE _____

VENDOR NAME _____

FOR ACCOUNTING / PURCHASING ONLY

YEAR

AUTHORIZATION NOTICE

ENCUMBRANCE "APRON" ONLY

LINE NO.	NUMBER	FUND	AGENCY	ORGANI-ZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC. DEC IND
	9910722										

WHITE-PURCHASING CANARY-INITIATOR PINK-FINANCE

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-123

Authorizing Execution of Agreement for Lease of Certain Real Property for the Storage of library books, materials, equipment, and furniture.

The Multnomah County Board of Commissioners Finds:

a) The Multnomah County Library Department is closing each of the nine branch libraries that are undergoing renovation during the time that each branch is in construction. While a branch is closed, its collection of library materials and equipment is packed into boxes and put into storage.

b) The County owns no space in which to store these library items during the renovation process.

c) Storage space suited to the safe keeping of the library items has been located.

d) The premises described in the attached Lease Agreement before the Board this date have been determined to be available at a reasonable rental from the owner, MLQ Physical Therapy.

e) It appears that the lease of the premises described in the Lease Agreement before the Board this date will benefit Multnomah County.

The Multnomah County Board of Commissioners Resolves:

1. The Chair of the Multnomah County Board of Commissioners is authorized and directed to execute the attached Lease Agreement before the Board this date and any other documents required for the completion of this lease on behalf of Multnomah County.

Adopted this 1st day of July, 1999.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By _____
Matthew Ryan, Assistant County Counsel

SUBLEASE

1. Parties. The Sublease, effective November 1, 1998, is made by and between MLQ Physical Therapy, Inc. ("Sublessor") and Multnomah County, an Oregon Political Subdivision ("Sublessee").

2. Premises. Sublessor hereby subleases to Sublessee and Sublessee hereby subleases from Sublessor for the term, at the rental, and upon all of the conditions set forth herein, that certain real property, including all improvements therein, and commonly known by the street address of 3449 N. Anchor Street, Suite D, Portland, Oregon located in the County of Multnomah, State of Oregon and generally described as (describe briefly the nature of the property) 4177 feet of warehouse space ("Premises"). A drawing of the leased space is attached as Exhibit B.

3. Term.

3.1 Term. The term of this Sublease shall commence on November 1, 1998 and end on June 30, 2001 unless sooner terminated pursuant to any provision hereof.

3.2 Renewal. Provided the Sublease is not in default, Sublessee shall have an option to renew this lease under the same terms and conditions except for rent. Rent for the renewal period shall be the greater of the maximum rent in effect during any period of the initial term of this lease or fair market rent at the time of the renewal.

4. Rent.

4.1 Base Rent. Sublease shall pay to Sublessor as Base Rent for the Premises equal monthly payments as set forth below in advance, on the first day of each month of the term hereof. Sublessee shall pay Sublessor upon the execution hereof $16,086.32 (1,666.63 + 344.16 times 8 months) as Base Rent for November 1998 through June 1999. Base Rent for any period during the term hereof which is for less than one month shall be a pro rata portion of the monthly installment.

Months	1 - 31	$1,666.63	Plus CAM (Common Area Maintenance

4.2 Rent Defined. All monetary obligations of Sublessee to Sublessor under the terms of this Sublease (except for the Security Deposit) are deemed to be rent ("Rent"). Rent shall be payable in lawful money of the United States to Sublessor at the address stated herein or to such other persons or at such other places as Sublessor may designate in writing.

5. Security Deposit. Sublessee shall deposit with Sublessor upon execution hereof Zero (0) as security for Sublessee's faithful performance of Sublessee's obligations hereunder. The rights and obligations of Sublessor and Sublessee as to said Security Deposit shall be as set forth in Paragraph 5 of the Master Lease as modified by Paragraph 7.3 of this Sublease.

6. Use.

6.1 Agreed Use. The Premises shall be used and occupied as warehouse storage only.

6.2 Compliance. Sublessor warrants that the improvements on the Premises comply with all applicable covenants or restrictions of record and applicable building codes, regulations and ordinances ("Applicable Requirements") in effect on the commencement date. Said warranty does not apply to the use to which Sublessee will put the Premises or to any alterations or

utility installations made or to be made by Sublessee. Sublessee is responsible for determining whether or not the zoning is appropriate for its intended use, and acknowledges that past uses of the Premises may no longer be allowed.

6.3 Acceptance of Premises and Lessee. Sublessee acknowledges that:

(a) it has been advised to satisfy itself with respect to the condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Sublessee's intended use.

(b) Sublessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, and

(c) neither Sublessor, Sublessor's agents, nor any Broker has made any oral or written representations or warranties with respect to said matters other than as set forth in this Sublease.

6.4 Access Corridor. Sublessee shall maintain an access corridor providing an additional exit from the adjacent clinic space. The exit corridor shall be no less than six (6) feet wide and running the full length of the East wall. The sublessee is solely responsible for securing to their satisfaction their property while other tenants may access the exit corridor.

7. Master Lease.

7.1 Sublessor is the lessee of the Premises by virtue of a lease, hereinafter the "Master Lease", wherein Rosan, Inc. is the lessor, hereinafter the "Master Lessor."

7.2 This Sublessee is and shall be at all times subject and subordinate to the Master Lease. Without limitation to the foregoing sentence, it is expressly agreed that sublessee will strictly conform to all environmental, safety and hazardous materials provisions contained in the Master Lease.

7.3 The terms, conditions and respective obligations of Sublessor and Sublessee to each other under this Sublease shall be the terms and conditions of the Master Lease except for those provisions of the Master Lease which are directly contradicted by this Sublease in which event the terms of this Sublease document shall control over the Master Lease. Therefore, for the purposes of this Sublease, wherever in the Master Lease the word "Lessor" is used it shall be deemed to mean the Sublessor herein and wherever in the Master Lease the word "Lessee" is used it shall be deemed to mean the Sublessee herein.

7.4 During the term of this Sublease and for all periods subsequent for obligations which have arisen prior to the termination of this Sublease, Sublessee does hereby expressly assume and agree to perform and comply with, for the benefit of Sublessor and Master Lessor, each and every obligation of Sublessor under the Master Lease for the leased premises exclusively. Sublessee will carry such insurance as is required of Sublessor under the Master Lease and shall name Sublessor and any individual guarantor thereon as additional insured. Said insurance will provide 10-days notice of cancellation to Sublessor and any guarantor and will contain the waiver of subrogation required by Section 17 of the Master Lease. Provided, however, that in lieu of the insurance requirement set forth in this Section, Sublessee may be self insured for

liability under this lease to the extent that Master Lessor expressly agrees to waive this provision. For any period that Sublessee is, with the consent of Master Lessor, self insured for liability Sublessee will provide a letter to Lessor and Sublessor stating that Multnomah County will provide coverage as ordered by statute to Master Lessor and Sublessor.

7.5 The obligations that Sublessee has assumed under paragraph 7.4 hereof are hereinafter referred to as the "Sublessee's Assumed Obligations." The obligations that sublessee has not assumed under paragraph 7.4 hereof are hereinafter referred to as the "Sublessor's Remaining Obligations."

7.6 Sublessee shall hold Sublessor free and harmless from all liability, judgments, costs, damages, claims, or demands, including reasonable attorneys fees, arising out of Sublessee's failure to comply with or perform Sublessee's Assumed Obligations.

7.7 Sublessor agrees to maintain the Master Lease during the entire term of this Sublease, subject however, to any earlier termination of the Master Lease without the fault of the Sublessor, and to comply with or perform Sublessor's Remaining Obligations nd to hold Sublessee free and harmless from all liability, judgments, costs, damages, claims or demands arising out of Sublessor's failure to comply with or perform Sublessor's Remaining Obligations.

7.8 Sublessor represents to Sublessee that the Master Lease is in full force and effect and that no default exists on the part of any Party of the Master Lease.

7.9 Any covenant herein by Sublessee to defend, indemnify or hold harmless the Sublessor or the Master Lessor shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260-30.300, and within the limits in ORS 30.275.

8. Assignment of Sublease and Default.

8.1 Sublessor hereby assigns and transfers to Master Lessor the Sublessor's interest in this Sublease, subject however to the provisions of Paragraph 8.2 hereof.

8.2 Master Lessor, by executing this document, agrees that until a Default shall occur in the performance of Sublessor's Obligations under the Master Lease, that Sublessor may receive, collect and enjoy the Rent accruing under this Sublease. However, if Sublessor shall Default in the performance of its obligations to Master Lessor then Master Lessor may, at its option, receive and collect, directly from Sublessee, all Rent owing and to be owed under this Sublease. Master Lessor shall not, by reason of this assignment of the Sublease nor by reason of the collection of the Rent from the Sublessee, be deemed liable to Sublessee for any failure of the Sublessor to perform and comply with Sublessor's Remaining Obligations.

8.3 Sublessor hereby irrevocably authorizes and directs Sublessee upon receipt of any written notice from the Master Lessor stating that a Default exists in the performance of Sublessor's obligations under the Master Lease, to pay to Master Lessor the Rent due and to become due under the Sublease. Sublessor agrees that Sublessee shall have the right to rely upon any such statement and request from Master Lessor, and that Sublessee shall pay such Rent to Master Lessor without any obligation or right to inquire as to whether such Default exists and notwithstanding any notice from or claim from Sublessor to the contrary and Sublessor shall have no right or claim against Sublessee for any such Rent so paid by Sublessee.

8.4 No changes or modifications shall be made to this Sublease without the consent of Master Lessor.

9. Consent of Master Lessor.

9.1 In the event that the Master Lease requires that Sublessor obtain the consent of Master Lessor to any subletting by Sublessor then, this Sublease shall not be effective unless, within ten days of the date hereof, Master Lessor signs this Sublease thereby giving its consent to this Subletting.

9.2 In the event that the obligations of the Sublessor under the Master Lease have been guaranteed by third parties then neither this Sublease, nor the Master Lessor's consent, shall be effective unless, within 10 days of the date hereof, said guarantors sign this Sublease thereby giving their consent to this Sublease.

9.3 In the event that Master Lessor does give such consent then:

(a) Such consent shall not release Sublessor of its obligations or alter the primary liability of Sublessor to pay the Rent and perform and comply with all of the obligations of Sublessor to be performed under the Master Lease.

(b) The acceptance of Rent by Master Lessor from Sublessee or anyone else liable under the Master Lease shall not be deemed a waiver by Master Lessor of any provisions of the Master Lease.

(c) The consent to this Sublease shall not constitute a consent to any subsequent subletting or assignment.

(d) In the event of any Default of Sublessor under the Master Lease, Master Lessor may proceed directly against Sublessor, any guarantors or anyone else liable under the Master Lease or this Sublease without first exhausting Master Lessor's remedies against any other person or entity liable thereon to Master Lessor.

(e) Master Lessor may consent to subsequent sublettings and assignments of the Master Lease or this Sublease or any amendments or modifications thereto without notifying Sublessor or any one else liable under the Master Lease and without obtaining their consent and such action shall not relieve such persons from liability.

(f) In the event that Sublessor shall Default in its obligations under the Master Lease, and the Master Lease is terminated, the Sublessee shall attorn to Master Lessor in which event Master Lessor shall undertake the obligations of Sublessor under this Sublease from the time of the exercise of said option to termination of this Sublease but Master Lessor shall not be liable for any prepaid Rent nor any Security Deposit paid by Sublessee, nor shall Master Lessor be liable for any other Defaults of the Sublessor under the Sublease.

9.4 The signature of the Master Lessor and any Guarantors of Sublessor at the end of this document shall constitute their consent to the terms of the Sublease.

9.5 Master Lessor acknowledges that, to the best of Master Lessor's knowledge, no Default presently exists under the Master Lease of obligations to be performed by Sublessor and that the Master Lease is in full force and effect.

9.6 In the event that Sublessor Defaults under its obligations to be performed

under the Master Lease by Sublessor. Master Lessor agrees to deliver to Sublessee a copy of any such notice of default. Sublessee shall have the right to cure any Default of Sublessor described in any notice of default within ten days after service of such notice of default on Sublessee. If such Default is cured by Sublessee then Sublessee shall have the right of Reimbursement and offset from and against Sublessor.

10. Broker Fee.

10.1 No brokerage fees are due with respect to this transaction.

11. Attorney's Fees. If any party or the Broker named herein brings an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action, on trial and appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the Court.

12. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, successors, and, to the extent permitted by Section 13, assigns.

13. Assignment. Except with the other party's prior written consent, a party may not assign any rights or delegate any duties under this Agreement.

14. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties as follows:

MLQ Clinic, Inc.
c/o Dr. Merrit Quarum
123 N.E. Third Avenue, Suite 215
Portland, Oregon 97232

Multnomah County
Property Management
2505 SE 11th Avenue
Portland, Oregon 97202

With a copy to:

Ann Bunnenberg
Attorney at Law
123 N.E. Third Avenue, Ste. 405
Portland, Oregon 97232

Any notice or other communication shall be deemed to be given at the expiration of the 3rd day after the date of deposit in the United States mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this Section 3.

15. Amendments. This Agreement may be amended only by an instrument in writing executed by all the parties.

16. Headings. The headings used in this Agreement are solely for convenience of reference, are not part of this Agreement, and are not to be considered in construing or interpreting this Agreement.

17. Entire Agreement. This Agreement (including the exhibits) sets forth the entire

understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

18. Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

19. Severability. If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

20. Waiver. A provision of this Agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision.

21. Gender. Any indication of gender of a party in this Agreement shall be modified, as required, to fit the gender of the party or parties in question.

22. Further Assurances. From time to time, each of the parties shall execute, acknowledge, and deliver any instruments or documents necessary to carry out the purposes of this Agreement.

23. Time of Essence. Time is of the essence for each and every provision of this Agreement.

24. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement, any right or remedy of any nature whatsoever except those expressly provided to Master Lessor.

25. Expenses. Each party shall bear its own expenses in connection with this Agreement and the transactions contemplated by this Agreement.

26. Exhibits. The exhibits referenced in this Agreement are a part of this Agreement as if fully set forth in this Agreement.

27. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon.

28. Venue. This Agreement has been made entirely within the state of Oregon. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, venue shall be in the federal or state courts in Portland, Oregon.

29. Arbitration. Any controversy or claim arising out of or relating to this Agreement, including, without limitation, the making, performance, or interpretation of this Agreement, shall be settled by arbitration in Portland, Oregon, in accordance with ORS 36.300-36.365, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

30. Early Termination. "It is understood and agreed that Sublessee may cancel this agreement, effective on any June 30 during the term hereof, beginning June 30, 1999, by giving Sublessor not less than three months written notice of such cancellation if the program funding to maintain the program to be operated in the premises under this agreement is not provided by the Multnomah County Board of Commissioners. The provisions of this cancellation clause will not be used for the purpose of leasing alternative space where the program would be provided at the same level as in the premises."

31. Tax Exemption Savings. If under the provisions of ORS 307.112 certain real property tax savings resulting from exemption of the property leased herein may accrue to the building. In the event that Master Lessor realizes such savings and elects to pass them to Sublessor any benefit from said savings Sublessor will pass said benefit through to Sublessee.

Executed at _____

on: _____

Address: _____

By: MLQ Clinic, Inc.

By: Merrit Quarum, M.D.
"Sublessor" (Corporate Seal)

Executed at Portland, Oregon

on: July 1, 1999

Address: 1120 SW Fifth, Suite 1515
Portland, Oregon 97204-1914

By: Multnomah County Board of Commissioners

By: _____
"Sublessee" (Corporate Seal)
Beverly Stein, Chair

Exhibit List
A - Master Lease
B - Premises Drawing

SOLELY FOR THE PURPOSE OF EVIDENCING ITS CONSENT TO THE FOREGOING SUBLEASE OF THE LEASE BY THE SUBLESSOR TO THE SUBLESSEE ON THE TERMS SET FORTH HEREIN AND WITHOUT LIMITATION THE FOREGOING MASTER LESSOR SPECIFICALLY GIVES CONSENT TO SUBLESSEE BEING SELF INSURED AS SET FORTH IN SECTION 7.4 AND ACKNOWLEDGES THIS SUBLEASE IS SUBJECT TO THE OREGON TORT CLAIMS ACT AS SET FORTH IN SECTION 7.9:

MASTER LESSOR:
Rosan Inc.

By: _____

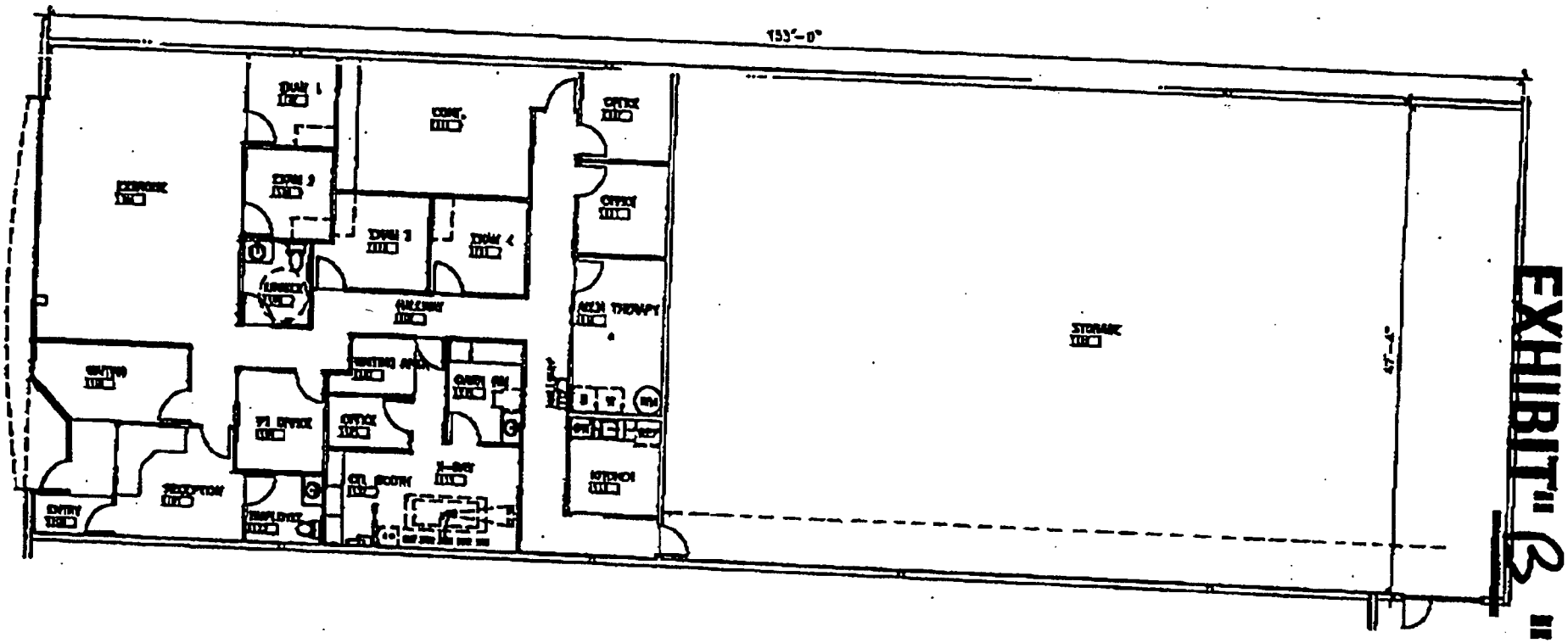
Name: _____

Title: _____

REVIEWED:
THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY
BY _____
ASSISTANT COUNTY COUNSEL
DATE 6/23/99

MLQ PT:Multnomah Sublease 3/99

EXHIBIT "B"



FLOOR PLAN

OFFICE:	2,298 SQ.FT.
STORAGE:	4,177 SQ.FT.
TOTAL:	7,175 SQ.FT.

COLUMBIA PHYSICAL THERAPY OFFICE

S.M. ANDERSEN CO. PORTLAND, OREGON

ARCHITECTURE

MEETING DATE: JUL 0 1 1999
AGENDA NO: R-7
ESTIMATED START TIME: 9:55

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Vacation of Road Purpose Easement

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: July 1, 1999
AMOUNT OF TIME NEEDED: ~~15~~ 5 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: Harold Lasley TELEPHONE #: Ext. 83599
BLDG/ROOM #: 455/202

PERSON(S) MAKING PRESENTATION: John Dorst – Engineering Services Administrator

ACTION REQUESTED:

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [XX] APPROVAL [ ] OTHER

SUGGESTED AGENDA TITLE:

Resolution: Initiation of County Road Vacation Proceedings: (relinquishing interest of Multnomah County in a certain portion of S.E. Burnside Road)

7/7/99 CERTIFIED two copies & COPY to PATRICK HINDS

99 JUN 23 PM 3:44
MULTNOMAH COUNTY OREGON
COUNTY COMMISSIONERS

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: Larry F. Nicholas/mo

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

PHJS1731.BurnsideVac 1.doc

MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1600 SE 190TH AVENUE
PORTLAND, OREGON 97233
(503) 248-5050

SUPPLEMENTAL STAFF REPORT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Larry F. Nicholas, P.E., Director/Dept. of Environmental Services

DATE: June 23, 1999

RE: Vacation of a portion of S.E. Burnside Road

I. Recommendation/Action Requested:

The Transportation Division recommends approval of the Resolution, authorizing the County to vacate a public road purpose easement pursuant to ORS 368.341. This easement is no longer needed by the County.

II. Background/Analysis:

This easement was acquired in conjunction with improvements made to SE Burnside Road, County Road No. 4853, adjacent to its intersection with SE Fariss Road, County Road No. 4455. The improvements to Burnside Road were completed in 1985. In 1995, SE Fariss Road was transferred to the City of Gresham. The City of Gresham has subsequently vacated this portion of SE Fariss Road. The vacated portion of SE Fariss Road and this easement are a part of a subdivision created by Parker Development NW, Inc.

III. Financial Impact:

None

IV. Legal Issues:

RE: ORS 368.341(1) – Multnomah County may ...." Initiate proceedings to vacate property under ORS 368.326 to 368.366 if:

(a) The County governing body adopts a Resolution meeting the requirements of this section.

RE: ORS 368.346(3) notice of hearing under this section has been done under ORS 368.401 to 368.426 by posting and publication and by service on each person with a recorded interest in any of the following:

(a) The proposed property to be vacated.
(b) An improvement constructed on public property proposed to be vacated; or
(c) Real property abutting public property proposed to be vacated.

V. Controversial Issues:

There are no controversial issues related to this proposal.

VI. Link to Current County Policies:

VII. Citizen Participation:

Proper legal notice has been done. No comments have been received. See attached.

VIII. Other Government Participation:

This Resolution will become final when the City of Gresham, by Resolution or Order concurs with the findings of the County governing body in the vacation proceedings.

S.E. Burnside Road Vacation

AFFIDAVIT OF POSTING

The undersigned certifies that on June 7, 1999, notice was posted of the public hearing on the proposed vacation of a portion of S.E. Burnside Road (as described in the attached EXHIBIT "A"), at the following places:

(1) PGE utility pole #4504 located on the North side of S.E. Burnside Road, approximately 175 ft. westerly of the area to be vacated, visible to traffic on S.E. Burnside Road.

(2) PGE utility pole #4505 located on the North side of S.E. Burnside Road, directly across S.E. Burnside Road from the area to be vacated, visible to traffic on S.E. Burnside Road.

(3) PGE utility pole #4506 located on the North side of S.E. Burnside Road, approximately 125 ft. easterly of the area to be vacated, visible to traffic on S.E. Burnside Road.

(4) On the South side of S.E. Burnside Road on the easterly end of the property to be vacated, visible to traffic on S.E. Burnside Road and N.W. Council Terrace.

(5) On the South side of S.E. Burnside Road on the westerly end of the property to be vacated, visible to traffic on S.E. Burnside Road.

The notice consisted of copies of the NOTICE OF HEARING, posted in no less than three places in a manner to facilitate reading by passersby.

PATRICK J. HINDS
Engineering Tech. Senior

WITNESS:

Subscribed and sworn to me this 7 day of June, 1999.

OFFICIAL SEAL
ALAN G YOUNG
NOTARY PUBLIC - OREGON
COMMISSION NO. 051380
MY COMMISSION EXPIRES MAR. 23, 2000

ALAN G. YOUNG
Notary Public for State of Oregon

My Commission expires 3/23/2000

PHJS1841.AffidavitService(3)

NOTICE OF HEARING

IN THE MATTER OF VACATING A PORTION OF S.E. BURNSIDE ROAD

A public hearing will be held in the matter of vacating an unused portion of S.E. Burnside Road lying southerly of the North line of COVINGTON PLACE ROW HOUSES, a subdivision, and northerly of the North right-of-way line of N.W. Council Terrace, containing 1,957 square feet, more or less. An easement will be provided for the existing utilities as part of the vacation. This vacation of public right-of-way is proposed as a result of the completion of the construction and realignment of S.E. Burnside Road.

Detailed information may be obtained by calling John Dorst at 248-3599 or Patrick Hinds at 248-3712 between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday, or writing to Multnomah County Transportation Division, 1600 S.E. 190th Avenue, Portland, OR 97233.

According to ORS 368.346(4): *Under this section, during or before a hearing any person may file information with the county governing body that controverts any matter presented to the county governing body in the proceeding or that alleges any new matter relevant to the proceeding.*

The hearing will be held at the Multnomah County Board of Commissioners meeting on Thursday, July 1, 1999, at 9:30 A.M., in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth Avenue, Portland, OR 97204.

This vacation and hearing process is in accordance with Oregon Revised Statute sections 368.326 to 368.426, including Intergovernmental Vacation Proceedings, section 368.361.

All interested parties are welcome to attend.

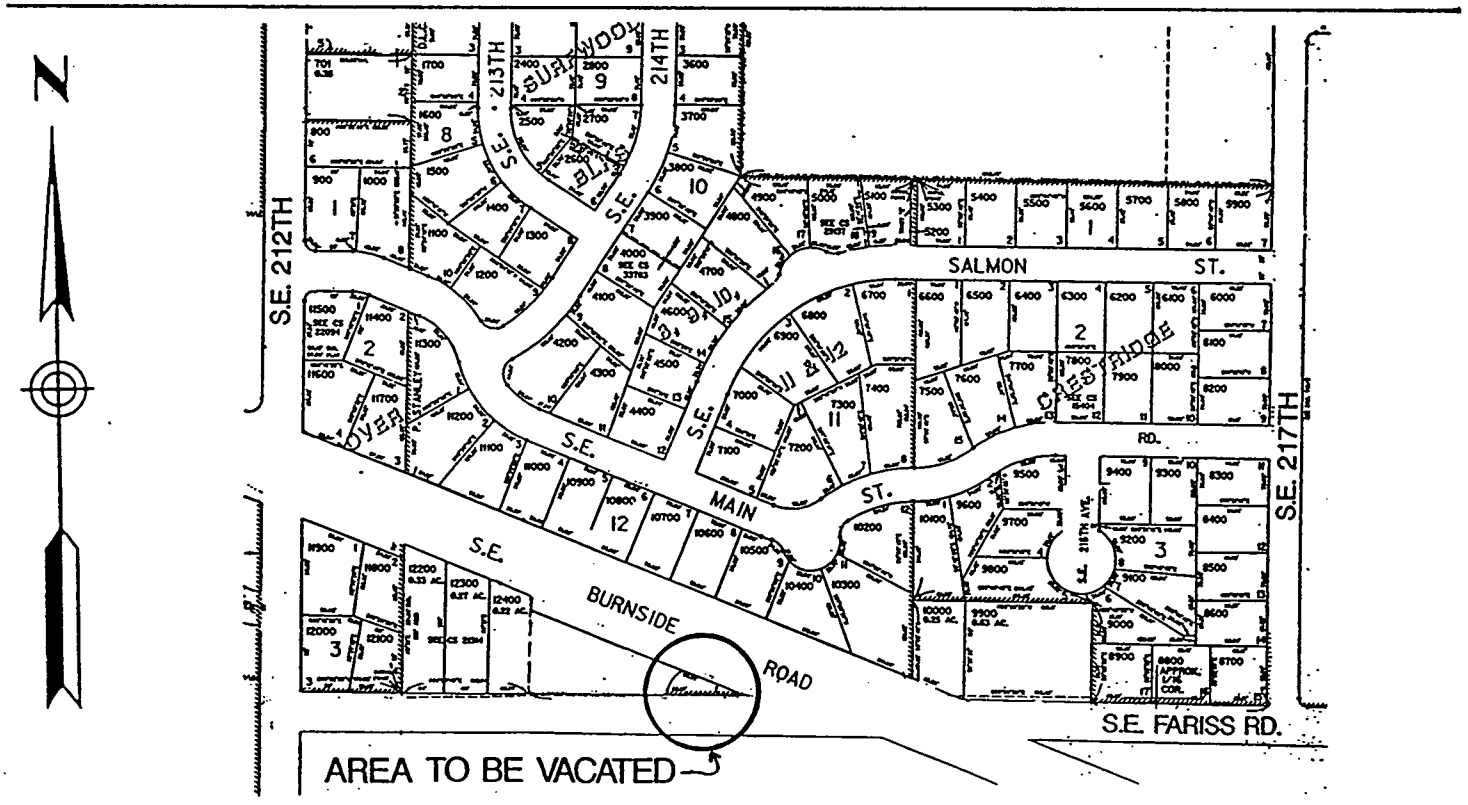


EXHIBIT "A" VICINITY MAP

STREET VACATION

PLEASE CALL IMMEDIATELY WITH ANY AD CORRECTIONS.
ELIZABETH WOLF. PHONE: (503)221-8093

The Oregonian

THURSDAY					0103	M
MULTNOMAH CO DEPT OF TRANS			S240	C	2X7.00	
06/10/99	070019801	DLY/MAIN				A

CORRECTION DEADLINE:
06/08/99

zi208:oresparc10:070019801
06/07/1999 23:00 -- Scaled 100%

070019801, 23p4o, 42p2o, , ,

MULTNOMAH COUNTY

PUBLIC HEARING NOTICE

REGARDING THE VACATION OF A PORTION OF S.E. BURNSIDE ROAD

The Multnomah County Board of Commissioners (MBCC) has initiated vacation proceedings for an unused portion of S.E. Burnside Road, located in Gresham, Oregon, and lying South of the North line of Covington Place Row Houses, a subdivision, and North of the North right-of-way line of N.W. Council Terrace, containing approximately 1957 square feet. An easement will be reserved for the existing utilities in the vacated right of way. This vacation of public right of way is proposed as a result of the completion of construction and realignment of S.E. Burnside Road.

A public hearing on this proposed vacation will be held on Thursday, July 1, 1999, during the course of the regular weekly meeting of the MBCC which begins at 9:30 A.M. on that date, in Room 602 of the Multnomah County Courthouse, 1021 S.W. Fourth Ave., Portland, OR. 97204. All interested parties are welcome to attend.

Pursuant to ORS 368.346(4) *any person may file information with the county governing body that controverts any matter presented to the county governing body in the proceeding, that alleges any new matter relevant to the proceedings.*

Detailed information regarding this proposed vacation may be obtained by calling John Dorst at (503) 248-3599 or Patrick Hinds at (503) 248-3712 between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday, or by writing to Multnomah County Transportation Division, 1600 S.E. 190th Ave. Portland, OR 97233

This vacation and hearing process is in accordance with ORS 368.326 to ORS368.426, including Intergovernmental Vacation Proceedings, section ORS 368.361

070019801

will welcome teen-age campers

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banded as con-

victed of immigration fraud and deported to his native India. Several commune leaders were convicted of crimes ranging from wire-tapping to arson to attempted murder. Rajneesh died in 1990.

Eventually, the property was sold at a foreclosure auction; it has been largely unoccupied since the mid-1980s.

More than 300 buildings remain from the Rajneesh era. Of that number, six have been converted for Young Life camp use; others have been turned into year-round staff housing. One wing of 140-room Hotel Rajneesh has been remodeled into dorms for campers; the reception building was moved over a mile to become an aquatic center and camp store; it sits next to a new 2½-acre pond and almost-completed swimming pool.

With a $2 million gift from Dennis and Phyllis Washington, the 88,000-square-foot meeting hall where the guru once spoke to his disciples has been remodeled into a sports complex with basketball courts, climbing towers, games rooms and a skate park.

The camps offered by the non-denominational Christian group cost $296 a week, not including transportation to the camp, and offer a mix of recreation and religion.

Teen-agers from Colorado, Idaho, Montana, Nevada, California, Washington and Oregon will attend one of 10 one-week sessions at Wild Horse Canyon this summer. Next year, its capacity will expand to about 500 campers a week.

◆

You can reach Jeanie Senior at 541-386-2091 or by e-mail at newssr@gorge.net.

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more than 22 others the next morning.

His lawyers, Richard Mullen and Mark Sabitt, had asked the court to throw out Kinkel's confession and videotaped re-enactment of the shootings. They argued that Kinkel was in a psychotic state and unable to voluntarily waive his right to speak with a lawyer.

But after Mattison reviewed pretrial testimony from the officers who interviewed Kinkel and watched a videotape of Kinkel's re-enactment of the school shootings made shortly after the crimes, the judge concluded Kinkel was lucid.

"He displayed no confusion, appeared to understand each question asked of him and responded appropriately," Mattison wrote.

Mattison noted that Kinkel was advised of his rights May 20, 1998, after a stolen gun was found in his school locker, and three times the next day by two officers and a psychiatrist prosecutors called in to evaluate his mental state.

The judge dismissed arguments that Kinkel was not provided legal representation when taken into custody. Since Kinkel had not been formally charged at the time of police questioning, he was not guaranteed a court-appointed lawyer at that time, Mattison ruled.

◆

You can reach Maxine Bernstein at 503-221-8212 or by e-mail at Maxinebernstein@news.oregonian.com.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-124

VACATION OF A PORTION OF S.E. BURNSIDE ROAD

The Multnomah County Board of Commissioners Finds:

a) Multnomah County acquired fee title to a certain parcel of land by a Warranty Deed recorded on August 15, 1983 in Book 1684, Page 1924, Multnomah County Deed Records, as part of a construction project. Multnomah County no longer requires the use of this parcel of land. The property is described as follows:

> "A parcel of land situated in the Northeast One-quarter of Section 4, Township 1 South, Range 3 East of the Willamette Meridian, being described as follows:
>
> Beginning at the Initial Point of ERICKSON HEIGHTS, as platted and recorded in Book 1201, Page 30, Multnomah County Plat Records, Multnomah County, Oregon; thence along the northerly right-of-way line of S.E. Fariss Road (#4455) S89°50'45"W, 98.16 feet; thence departing from said northerly line along the arc of a 50.00 foot radius curve to the right (the long chord of which bears N31°44'10"E, 44.07 feet), an arc distance of 45.64 feet to a point on the southerly right-of-way line of S.E. Burnside Road, 60.00 feet (when measured at right angles to the centerline of said S.E. Burnside Road); thence along said southerly right-of-way line S68°55'30"E, 83.34 feet to the Northeast corner of said ERICKSON HEIGHTS; thence S21°04'30"W, 7.77 feet to the point of beginning. Containing 1,957 square feet, more or less."
>
> As shown on the attached Exhibit "A", herein made a part of this document.

b) The above described property was acquired by the County in conjunction with the re-construction of a portion of S.E. Burnside Road.

c) Parker Development N.W. Inc. has purchased Multnomah County's interest in the above described property through a Quitclaim Deed.

d) Vacation of the County right-of-way interest in this property serves the public interest.

e) The Transportation Division of the Department of Environmental Services has provided notice by posting and advertising of said hearing, in accordance with ORS 368.346(3) and ORS 368.401 to 368.426.

The Multnomah County Board of Commissioners Resolves:

1. To vacate the above described portion of S.E. Burnside Road except easement rights any utilities may have in said property, pursuant to ORS Chapter 368.

2. This order shall become effective upon such time as the City of Gresham by Resolution, or Order concurs in this action pursuant to ORS 368.366(3).

Adopted this 1st day of July, 1999.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

BEVERLY STEIN/Chair

REVIEWED:

THOMAS SPONSLER
County Counsel
for Multnomah County, Oregon

By
MATTHEW O. RYAN
Assistant County Counsel

PHJS1731.BurnsideVac 1.doc

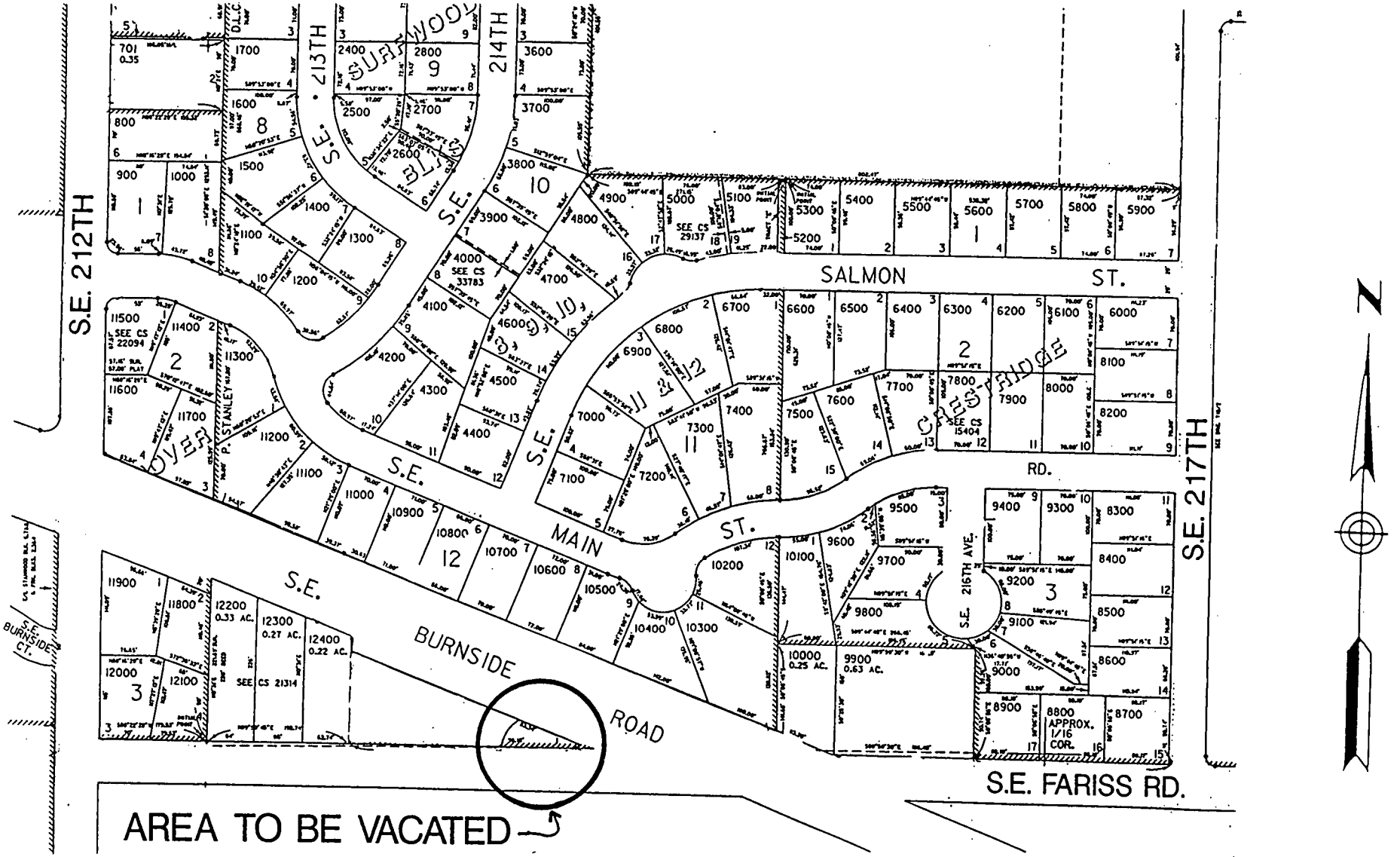


EXHIBIT "A"

NO SCALE

MEETING DATE: JUL 01 1999
AGENDA NO: R-8
ESTIMATED START TIME: 10:00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Criminal Court Workgroup report regarding development of protocols and procedures governing operation of the secure alcohol and drug treatment center and finalization of the draft operational guidelines

Board Briefing: Yes
DATE REQUESTED:
REQUESTED BY:
AMOUNT OF TIME NEEDED:

REGULAR MEETING: Yes
DATE REQUESTED: 7/1/99
AMOUNT OF TIME NEEDED: 30 min

DEPARTMENT: Community Justice
DIVISION: Adult Comm. Justice
CONTACT: Ginger Martin
TELEPHONE #: 736-6904
BLDG/ROOM#: 161 / 600

PERSON(S) MAKING PRESENTATION: Judge Julie Frantz, Ginger Martin, Lt. Bobbi Luna, and Jacquie Weber

ACTION REQUESTED

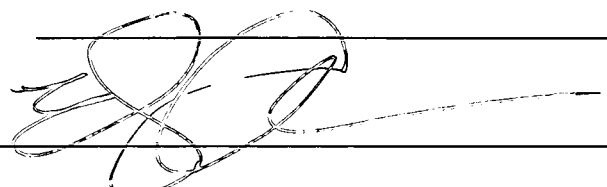
[X] INFORMATIONAL ONLY [ ] POLICY DIRECTION [ ] APPROVAL [ ] OTHER

SUGGESTED AGENDA TITLE

Criminal Court Workgroup report regarding development of protocols and procedures governing operation of the secure alcohol and drug treatment center and finalization of the draft operational guidelines

SIGNATURES REQUIRED

ELECTED OFFICIAL:
(OR)
DEPARTMENT MANAGER:



ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES.

Any questions? Please call the Board Clerk @ 248-3277

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-76

Authorizing the Chair to Purchase Land and the Sheriff to Obtain All Necessary Permits, and Start Construction of a New Jail and a Secure Treatment Facility for Mandatory Drug and Alcohol Treatment of Offenders at a Facility at the Rivergate Site

The Multnomah County Board of Commissioners Finds:

a. In May of 1996 the voters of Multnomah County approved Ballot Measure No. 26-45, authorizing the issuing of $79.7 million in General Obligation Bonds to be used for facilities that would improve public safety, including "ending early unsupervised release of prisoners by constructing, expanding jails, acquiring land" and "secure beds for mandatory substance abuse treatment for offenders;" and, on October 1, 1996 the County issued the Public Safety General Obligation Bonds.

b. The Multnomah County Board of County Commissioners approved Resolution 96-148 creating a Siting Advisory Committee to recommend a site for a new jail and secure residential treatment center.

c. The Siting Advisory Committee, as noted in Resolution 97-20, conducted an extensive public involvement process, including meetings, a series of public workshops, a public hearing, mail surveys and a project newsletter, and recommended the Radio Towers Site for the building of a new jail and secure residential treatment facility, with a Rivergate site as the first alternative.

d. The Board of County Commissioners, in Resolution 97-173, authorized the Sheriff to purchase land and obtain all necessary permits to construct a new jail and secure residential alcohol and drug treatment center at the Radio Towers Site, and if it cannot be built at the Radio Towers site that Sheriff Noelle be authorized to proceed with securing the Rivergate site.

e. The Board of County Commissioners found that the Radio Towers Site was unsuitable due to environmental concerns and the Sheriff secured a Rivergate

site, know as the Leadbetter Peninsula, located approximately 3000 feet east of the originally considered Rivergate Site, which is available for purchase.

f. The County has made progress in expanding jail capacity over the past ten years, however the provision of beds for alcohol and drug treatment has not kept pace. The County needs to balance the system by expanding both treatment and jail capacity in a timely manner.

g. The Sheriff's supervisory authority is established in Multnomah County Code 15.001, and the Director of Adult Community Justice's supervisory authority is established in Multnomah County Code 17.002.

The Multnomah County Board of Commissioners Resolves:

1. The Board authorizes the Chair to execute agreements necessary to purchase the Leadbetter Peninsula Site, consisting of approximately twenty-seven (27) acres, from the Port of Portland upon such terms and conditions as are in the best interests of the County. The agreements shall detail the legal resources, environmental mitigation, enhancement and capital to be contributed by the Port, if any, and the assistance to be provided by the Port in the acquisition of permits required to begin construction.

2. The Board authorizes the Sheriff to obtain the necessary permits, and begin construction of a facility at the Leadbetter Peninsula Site consisting of 225 jail beds and 300 secure residential alcohol and drug treatment beds.

3. The Board authorizes the Sheriff to commission a Citizens Working Group, with the assistance of the Director of Juvenile and Adult Community Justice, which will be comprised of representatives of local neighborhood, business, and environmental organizations. The Citizens Working Group will advise the Sheriff and the County on design, construction, building footprint, good neighbor plan, natural resource plan issues, and security plan.

4. The Board authorizes the existing Criminal Court Work Group, Chaired by Judge Julie Frantz, to monitor the development of protocols and procedures governing the operation of the Alcohol and Drug Treatment Center. The Criminal Court Work Group should finalize the draft attached operational guidelines agreed to by the Sheriff and Director of Community Justice covering admissions procedures, transport to and from the site, dealing with

non-compliant treatment offenders, and release procedures. These guidelines are to provide clear distinctions between the operations of the jail and the treatment center. One such distinction is that security for both the 225 bed jail and 300 bed treatment areas are provided by the Sheriff, but authority over those receiving treatment and management of the treatment program is provided by the Director of Juvenile and Adult Community Justice. The Criminal Court Workgroup has agreed to report to the Board by July 1, 1999 and will continue to monitor the operational guidelines thereafter.

5. In accordance with the recommendations of the Siting Advisory Committee, the environmental mitigation to be completed by the County and its partners at the Rivergate Leadbetter Peninsula site shall exceed the minimum standards required by construction permits.

Adopted this 6th day of May, 1999.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By _____
Thomas Sponsler, County Counsel

OPERATIONAL GUIDELINES FOR RIVERGATE ALCOHOL AND DRUG TREATMENT FACILITY

These guidelines will help the Sheriff and Department of Adult Community Justice (ACJ) design a locked residential alcohol and drug treatment facility co-located within the same physical facility as the jail. The treatment facility will be separated from the jail at the Rivergate site, and will be operated under the authority of ACJ.

1. SECURITY

The Sheriff is responsible for security of the perimeter of the entire Rivergate facility, and for security within the jail itself. ACJ is responsible for security within the treatment facility. In emergency situations, or by request of ACJ, the Sheriff will assist with security in the treatment facility.

2. ALCOHOL AND DRUG PROGRAM

ACJ has supervisory authority over program participants in the alcohol and drug program. Based upon a clinical evaluation performed at the treatment facility, ACJ will admit program participants to the treatment program.

Program participants may choose to refuse to comply with the treatment program at any time. If program participants leave before completing the program, probation officers will take them into custody. The Sheriff will transport program participants from Rivergate to the central booking facility.

ACJ will operate the treatment facility separately from the jail. The Sheriff will operate the jail. Program participants in the treatment program will have no contact with jail inmates except for some emergency or medical emergency situations.

ACJ will determine treatment facility operational schedules and procedures based upon treatment protocols. ACJ will establish visitation rules for

program participants. ACJ is responsible for all discipline of program participants within the treatment program.

ACJ treatment protocols will determine program participant length of stay at the treatment facility.

3. PARTICIPATION

Program participants will be referred to the program by various sentencing and sanctioning methods. Program participants will agree to participate in the treatment program. Program participants may refuse participation in the program at any time. Such refusal will violate the conditions of probation, or conditional release from jail, and will subject program participants additional sanctions.

4. ADMISSIONS PROCEDURES

The Sheriff will process program participants at the central booking facility. The admission process for program participants going into the treatment facility will be separate from the booking process for inmates going into jail. There will be a physical location within the booking facility for program participants separate from inmates booked into jail.

The Sheriff will search program participants' clothing and personal items at the booking facility for contraband including weapons and drugs. Searches will include the use of a metal detector. The Sheriff may use procedures that are more extensive as necessary to detect contraband.

Program participants will receive uniforms different from jail clothes. Program participants may take certain personal items with them to the treatment program. For the security of the Rivergate jail, the Sheriff and ACJ will determine what personal items are appropriate.

The stay in the booking facility will be short. ACJ will conduct the full clinical evaluations of program participants at the treatment facility.

5. TRANSPORT

The Sheriff will transport program participants admitted to the treatment program from the central booking facility to Rivergate separately from jail inmates.

Program participants will be transported in cage vans with appropriate security measures.

The Sheriff will operate the entrance reception area at the Rivergate facility. The Sheriff will segregate program participants and inmates in the reception area. This may be accomplished through scheduling.

6. TRANSITION OUT

After completion of the treatment program, the Sheriff will transport program participants from Rivergate to a transitional treatment site or a central location. ACJ will transport program participants from a central location to a transition program site. Program participants will be transported in their own clothes and unsecured.

OPERATIONAL GUIDELINES FOR
RIVERGATE ALCOHOL AND DRUG
TREATMENT FACILITY

These guidelines will help the Sheriff and Department of Adult Community Justice (ACJ) design a locked residential alcohol and drug treatment facility co-located within the same physical facility as the jail. The treatment facility at the Rivergate site will be operated separately from the jail under the authority of ACJ.

❖ **Definitions:**

- **Program participants, as used in this document, refers to persons who have been sentenced by a judge and are confined in a jail, and/or who are on parole, probation, or post prison supervision, and are required to participate in the alcohol and drug treatment program as a condition of supervision or a sanction.**

- **The treatment program will be consistently described in all documents as a secure residential alcohol and drug treatment facility**

1. SECURITY

The Sheriff is responsible for security of the perimeter of the entire Rivergate facility, and for security within the jail itself, which will be provided by sworn officers. ACJ is responsible for security within the treatment facility. In emergency situations, or by request of ACJ, the Sheriff will assist with security in the treatment facility.

❖ **Methods For Assuring Security At The Rivergate Site And Treatment Facility**

- **The Sheriff's Office will support site security with sworn officers providing secure transport and processing, and management of all staff and offender movement in and out of the site.**

- **Treatment Program: Security will be supported through random U.A.'s (urine analysis) and area searches. The Sheriff's Office drug dog will be used frequently to support program security and minimize the introduction of drugs to the treatment facility. The Resident Supervisors' job description further defines activities in support of security in the treatment facility, and can be included with this document as a resource document. Pat searches will be done by Corrections Deputies or Probation**

Officers if program participants move between the jail and the treatment facility.

- **Daily interface between jail and program:**
  - **Medical care will be provided to both populations by Corrections Health. Corrections Health will provide medical call on the program units, and will complete basic medical assessment on units as well. If program participants need to be seen in the clinic for further assessment, inmates and program participants will be kept separate through scheduling.**

- **Emergency interface between jail and program:**
  - **A joint emergency response plan will be developed to address fire , medical and other emergencies, natural disasters and physical or security threats posed by program participants.**

- **Communication between jail and program:**
  - **A common zonal duress alarm system will be installed. A common intercom system will be installed.**

2. ALCOHOL AND DRUG PROGRAM

ACJ has supervisory authority over program participants in the alcohol and drug program. Based upon a clinical evaluation performed at the treatment facility, ***or pursuant to a pre-referral evaluation process****, ACJ will admit program participants to the treatment program.*

- **Goals of clinical evaluation:**
  - **Diagnose chemical dependency and mental health problems**
  - **Assess level of psychopathy**
  - **Assess suicide potential**

- **Procedure if not admitted:**

- **Probation Officer will develop an alternative plan for the individual not admitted. The individual will be processed out of the program through the MCIJ release office or at another mutually agreeable location.**

Program participants may choose to refuse to comply with the treatment program at any time. If program participants leave before completing the program, probation officers will take them into custody. The Sheriff will transport program participants from Rivergate to the central booking facility.

- **Method for removing non-compliant participant:**

  - **Arrested and detained by PPO**

  - **Legal paperwork completed by PPO**

  - **Participant delivered to jail staff at Rivergate for transport to central booking**

ACJ will operate the treatment facility separately from the jail. The Sheriff will operate the jail. Program participants in the treatment program will have no contact with jail inmates except for some emergency or medical emergency situations.

ACJ will determine treatment facility operational schedules and procedures based upon treatment protocols. ACJ will establish visitation rules for program participants. ACJ is responsible for all discipline of program participants within the treatment program.

- **Discipline interface between jail and program:**

  - **ACJ will be responsible for discipline of program participants**

  - **The Sheriff's Office will be responsible for jail discipline.**

- **Visiting security:**

  - **Facility Security Officers will screen all incoming facility visitors. ACJ and Sheriff's Office will maintain segragated visiting areas for program participants and inmates. ACJ will develop a protocol for Resident Supervisors to ensure that no contraband is passed during visiting.**

ACJ treatment protocols will determine program participant length of stay at the treatment facility.

3. PARTICIPATION

Program participants will be referred to the program by various sentencing and sanctioning methods. Program participants will agree to participate in the treatment program. Program participants may refuse participation in the program at any time. Such refusal will violate the conditions of probation, or conditional release from jail, and will subject program participants to additional sanctions.

- **Referral methods will be defined by the operational steering committee of the Court Work Group**

- **Participants will sign a standardized program participation agreement that includes notice of sanctions for failure or refusal to participate. County counsel will review the form of the agreement.**

- **Refusal to participate will be handled with existing procedures for dealing with conditional release from jail or violation of the conditions of supervision through the structured sanctions. (See above, Method for Removing Non-Complaint Participant)**

4. ADMISSIONS PROCEDURES

The Sheriff will process program participants at the central booking facility. The admission process for program participants going into the treatment facility will be separate from the booking process for inmates going into jail. There will be a physical location within the booking facility for program participants separate from inmates booked into jail.

❖ **Admission process:**

- **All admissions will first be processed through central booking. At central booking participants will be processed separately from jail inmates. Processing will include a pat search, inventory of personal property, identification, and medical screening interview. Program participants will not be allowed to keep money on person, but will have an account established.**

The Sheriff will search program participants' clothing and personal items at the booking facility for contraband including weapons and drugs. Searches will include the use of a metal detector. The Sheriff may use procedures that are more extensive as necessary to detect contraband.

- **Limits on searches:**

  - **All participants will be pat searched and will pass through a metal detector. Participants will not be observed while changing into institutional clothing. Strip searches will not normally occur. <u>However, strip searches may occur based upon existing law relating to search and seizure.</u>**

Program participants will receive uniforms different from jail clothes. Program participants may take certain personal items with them to the treatment program. For the security of the Rivergate jail, the Sheriff and ACJ will determine what personal items are appropriate.

  - **ACJ will develop a list of personal items that can be retained by participants while in the program. This list will be developed through the pilot program and will be reviewed, amended if appropriate, and agreed to by ACJ and the Sheriff's Office.**

The stay in the booking facility will be short. ACJ will conduct the full clinical evaluations of program participants at the treatment facility.

  - **The stay in the booking facility will be no more than four hours.**

  - **Offenders will be given a "turn in" time at the booking facility which will be at a regular and consistent time each day**

5. TRANSPORT

The Sheriff will transport program participants admitted to the treatment program from the central booking facility to Rivergate separately from jail inmates.

- **A consistent time each day will be scheduled for transport:**

  - **A protocol will be developed to ensure medical records are routed with the participants.**

Program participants will be transported in cage vans with appropriate security measures.

The Sheriff will operate the entrance reception area at the Rivergate facility. The Sheriff will segregate program participants and inmates in the reception area. This may be accomplished through scheduling.

- **An admission time for program participants separate from jail admissions will allow for segregation of program participants and inmates**

6. *TRANSITION OUT*

After completion of the treatment program, the Sheriff will transport program participants from Rivergate to a transitional treatment site or a central location. ACJ will transport program participants from a central location to a transition program site. Program participants will be transported in their own clothes and unsecured.

- **Sheriff will transport program participants to MCIJ or to another mutually agreeable location.**

- **The procedure for returning personal property and clothing will be determined through mutual agreement of both agencies and will be based on creating a smooth and efficient operational procedure.**

- **Transition out procidure will be the same for the jail and treatment facility.**

7. OTHER:

- **ACJ and MCSO have different data tracking systems. Ginger Martin and Lt. Luna will meet with the records managers from both agencies to define the appropriate tracking system, and how data will be entered into the system.**

JULY 1, 1999
MULTNOMAH COUNTY BOARD OF COMMISSIONERS
ADOPTED
OPERATIONAL GUIDELINES FOR
RIVERGATE ALCOHOL AND DRUG
TREATMENT FACILITY

These guidelines will help the Sheriff and Department of Adult Community Justice (ACJ) design a locked residential alcohol and drug treatment facility co-located within the same physical facility as the jail. The treatment facility at the Rivergate site will be operated separately from the jail under the authority of ACJ.

❖ **Definitions:**

- ➢ **Program participants, as used in this document, refers to persons who have been sentenced by a judge and are confined in a jail, and/or who are on parole, probation, or post prison supervision, and are required to participate in the alcohol and drug treatment program as a condition of supervision or a sanction.**

- ➢ **The treatment program will be consistently described in all documents as a secure residential alcohol and drug treatment facility**

1. SECURITY

The Sheriff is responsible for security of the perimeter of the entire Rivergate facility, and for security within the jail itself, which will be provided by sworn officers. ACJ is responsible for security within the treatment facility. In emergency situations, or by request of ACJ, the Sheriff will assist with security in the treatment facility.

❖ **Methods For Assuring Security At The Rivergate Site And Treatment Facility**

- ➢ **The Sheriff's Office will support site security with sworn officers providing secure transport and processing, and management of all staff and offender movement in and out of the site.**

- ➢ **Treatment Program: Security will be supported through random U.A.'s (urine analysis) and area searches. The Sheriff's Office drug dog will be used frequently to support program security and minimize the introduction of drugs to the treatment facility. The Resident Supervisors' job description further defines activities in support of security in the treatment facility, and can**

be included with this document as a resource document. Pat searches will be done by Corrections Deputies or Probation Officers if program participants move between the jail and the treatment facility.

- **Daily interface between jail and program:**

  - **Medical care will be provided to both populations by Corrections Health. Corrections Health will provide medical call on the program units, and will complete basic medical assessment on units as well. If program participants need to be seen in the clinic for further assessment, inmates and program participants will be kept separate through scheduling.**

- **Emergency interface between jail and program:**

  - **A joint emergency response plan will be developed to address fire, medical and other emergencies, natural disasters and physical or security threats posed by program participants.**

- **Communication between jail and program:**

  - **A common zonal duress alarm system will be installed. A common intercom system will be installed.**

2. ALCOHOL AND DRUG PROGRAM

ACJ has supervisory authority over program participants in the alcohol and drug program. Based upon a clinical evaluation performed at the treatment facility, ***or pursuant to a pre-referral evaluation process****, ACJ will admit program participants to the treatment program.*

- **Goals of clinical evaluation:**

  - **Diagnose chemical dependency and mental health problems**
  - **Assess level of psychopathy**
  - **Assess suicide potential**

- **Procedure if not admitted:**

- **Probation Officer will develop an alternative plan for the individual not admitted. The individual will be processed out of the program through the MCIJ release office or at another mutually agreeable location.**

Program participants may choose to refuse to comply with the treatment program at any time. If program participants leave before completing the program, probation officers will take them into custody. The Sheriff will transport program participants from Rivergate to the central booking facility.

❖ **Method for removing non-compliant participant:**

- **Arrested and detained by PPO**
- **Legal paperwork completed by PPO**
- **Participant delivered to jail staff at Rivergate for transport to central booking**

ACJ will operate the treatment facility separately from the jail. The Sheriff will operate the jail. Program participants in the treatment program will have no contact with jail inmates except for some emergency or medical emergency situations.

ACJ will determine treatment facility operational schedules and procedures based upon treatment protocols. ACJ will establish visitation rules for program participants. ACJ is responsible for all discipline of program participants within the treatment program.

❖ **Discipline interface between jail and program:**

- **ACJ will be responsible for discipline of program participants**
- **The Sheriff's Office will be responsible for jail discipline.**

❖ **Visiting security:**

- **Facility Security Officers will screen all incoming facility visitors. ACJ and Sheriff's Office will maintain segregated visiting areas for program participants and inmates. ACJ will develop a protocol for Resident Supervisors to ensure that no contraband is passed during visiting.**

ACJ treatment protocols will determine program participant length of stay at the treatment facility.

3. PARTICIPATION

Program participants will be referred to the program by various sentencing and sanctioning methods. Program participants will agree to participate in the treatment program. Program participants may refuse participation in the program at any time. Such refusal will violate the conditions of probation, or conditional release from jail, and will subject program participants to additional sanctions.

- **Referral methods will be defined by the operational steering committee of the Court Work Group**

- **Participants will sign a standardized program participation agreement that includes notice of sanctions for failure or refusal to participate. County counsel will review the form of the agreement.**

- **Refusal to participate will be handled with existing procedures for dealing with conditional release from jail or violation of the conditions of supervision through the structured sanctions. (See above, Method for Removing Non-Complaint Participant)**

4. ADMISSIONS PROCEDURES

The Sheriff will process program participants at the central booking facility. The admission process for program participants going into the treatment facility will be separate from the booking process for inmates going into jail. There will be a physical location within the booking facility for program participants separate from inmates booked into jail.

❖ **Admission process:**

- **All admissions will first be processed through central booking. At central booking participants will be processed separately from jail inmates. Processing will include a pat search, inventory of personal property, identification, and medical screening interview. Program participants will not be allowed to keep money on person, but will have an account established.**

The Sheriff will search program participants' clothing and personal items at the booking facility for contraband including weapons and drugs. Searches will include the use of a metal detector. The Sheriff may use procedures that are more extensive as necessary to detect contraband.

❖ **Limits on searches:**

- **All participants will be pat searched and will pass through a metal detector. Participants will not be observed while changing into institutional clothing. Strip searches will not normally occur. <u>However, strip searches may occur based upon existing law relating to search and seizure.</u>**

Program participants will receive uniforms different from jail clothes. Program participants may take certain personal items with them to the treatment program. For the security of the Rivergate jail, the Sheriff and ACJ will determine what personal items are appropriate.

- **ACJ will develop a list of personal items that can be retained by participants while in the program. This list will be developed through the pilot program and will be reviewed, amended if appropriate, and agreed to by ACJ and the Sheriff's Office.**

The stay in the booking facility will be short. ACJ will conduct the full clinical evaluations of program participants at the treatment facility.

- **The stay in the booking facility will be no more than four hours.**
- **Offenders will be given a "turn in" time at the booking facility which will be at a regular and consistent time each day**

5. TRANSPORT

The Sheriff will transport program participants admitted to the treatment program from the central booking facility to Rivergate separately from jail inmates.

❖ **A consistent time each day will be scheduled for transport:**

- **A protocol will be developed to ensure medical records are routed with the participants.**

Program participants will be transported in cage vans with appropriate security measures.

The Sheriff will operate the entrance reception area at the Rivergate facility. The Sheriff will segregate program participants and inmates in the reception area. This may be accomplished through scheduling.

- **An admission time for program participants separate from jail admissions will allow for segregation of program participants and inmates**

6. *TRANSITION OUT*

After completion of the treatment program, the Sheriff will transport program participants from Rivergate to a transitional treatment site or a central location. ACJ will transport program participants from a central location to a transition program site. Program participants will be transported in their own clothes and unsecured.

- **Sheriff will transport program participants to MCIJ or to another mutually agreeable location.**

- **The procedure for returning personal property and clothing will be determined through mutual agreement of both agencies and will be based on creating a smooth and efficient operational procedure.**

- **Transition out procedure will be the same for the jail and treatment facility.**

7. OTHER:

- **ACJ and MCSO have different data tracking systems. Ginger Martin and Lt. Luna will meet with the records managers from both agencies to define the appropriate tracking system, and how data will be entered into the system.**