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Multnomah County Oregon

## Board of Commissioners & Agenda

connecting citizens with information and services

### BOARD OF COMMISSIONERS

#### Ted Wheeler, Chair

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214  
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[www2.co.multnomah.or.us/cc/live\\_broadcast.shtml](http://www2.co.multnomah.or.us/cc/live_broadcast.shtml)  
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### FEBRUARY 9 & 11, 2010

#### BOARD MEETINGS

#### FASTLOOK AGENDA ITEMS

Pg 2	9:00 a.m. Tuesday Executive Session
Pg 2	10:00 a.m. Tuesday Roundtable Policy Discussion on Domestic Violence
Pg 2	11:00 a.m. Tuesday Portland/Multnomah County Animal Services Task Force Implementation Report
Pg 3	9:30 a.m. Thursday Opportunity for Public Comment on Non-Agenda Matters
Pg 4	9:50 a.m. Thursday Second Reading and Adoption of an Ordinance Amending the Business Income Tax Code, MCC 12
Pg 4	10:25 a.m. Thursday Property Lease with American Property Management for Use as MCSO Warehouse and Training Facilities
Pg 5	10:45 a.m. Thursday Briefing on Transportation Funding and Needs

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:

#### (Portland & East County)

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

Sunday, 11:00 AM Channel 30

#### (East County Only)

Saturday, 10:00 AM, Channel 29

Tuesday, 8:15 PM, Channel 29

Produced through MetroEast Community Media  
(503) 667-8848, ext. 332 for further info  
or: <http://www.metroeast.org>

Tuesday, February 9, 2010 - **9:00 AM**  
Multnomah Building, Sixth Floor Commissioners Conference Room 635  
501 SE Hawthorne Boulevard, Portland

## **EXECUTIVE SESSION**

- E-1 The Multnomah County Board of Commissioners will meet in Executive Session Executive Session Pursuant to ORS 192.660(2) d and h to discuss labor negotiations and pending litigation. Only representatives of the news media and designated staff are allowed to attend. Representatives of the news media and all other attendees are specifically directed not to disclose information that is the subject of the Executive Session.. Final decisions are decided in public Board meetings. Presented by County Attorney Agnes Sowle, Assistant County Attorney Carlo Calandriello, and Human Services Director Travis Graves. 5 MINUTES REQUESTED.
- 

Tuesday, February 9, 2010 - **10:00 AM**  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **BOARD POLICY DISCUSSIONS**

- PD-1 Roundtable Policy Discussion on Domestic Violence. Presented by Chiquita Rollins and Judge Jean Maurer. 30 MINUTES REQUESTED.
- PD-2 City of Portland/Multnomah County Animal Services Task Force Implementation Report. Presented by Michael Oswald. 1 HOUR REQUESTED.

Thursday, February 11, 2010 - 9:30 AM  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **REGULAR MEETING**

### **CONSENT CALENDAR - 9:30 AM** **DEPARTMENT OF HEALTH**

- C-1 Appointments of Jeffery Kilmer and Chief Scott Lewis to the Multnomah County Emergency Medical Services CONTRACT COMPLIANCE AND RATE REGULATION COMMITTEE

### **DEPARTMENT OF COUNTY HUMAN SERVICES**

- C-2 ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

### **DEPARTMENT OF COMMUNITY JUSTICE**

- C-3 BUDGET MODIFICATION DCJ-14 Reclassifying a 1.00 FTE Research Evaluation Specialist 1 to a Research/Evaluation Specialist 2 in the Employee, Community and Clinical Services Division, as Determined by the Class/Comp Unit of Central Human Resources

### **NON-DEPARTMENTAL**

- C-4 BUDGET MODIFICATION NOND-08 Reclassifying One Position in Information Technology, as Determined by the Class/Comp Unit of Central Human Resources
- C-5 BUDGET MODIFICATION NOND-09 Reclassifying Three Positions in Information Technology, as Determined by the Class/Comp Unit of Central Human Resources

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

Opportunity for Public Comment on non-agenda matters. Testimony limited to three minutes per person unless otherwise designated by the presiding officer. This is a time for the Board to hear public testimony, not for Board

deliberation. Fill out a yellow speaker form available at the back of the Boardroom and give it to the Board Clerk. Unless otherwise recognized by the presiding officer, testimony is taken in the order the forms are submitted.

**DEPARTMENT OF COUNTY HUMAN SERVICES – 9:30 AM**

- R-1 NOTICE OF INTENT to Apply for Funds to Continue the Current Domestic Violence Enhanced Response Team (DVERT) Project from the US Department of Justice- Office on Violence Against Women (OVW), Community-Defined Solutions to Violence Against Women Program.
- R-2 BUDGET MODIFICATION DCHS-24 Increasing Mental Health and Addiction Services Division Federal/State Appropriation by \$4,620,493 in the State Mental Health Grant; and Increasing OHP (Medicaid) Funding by \$49,018 and Adding a 1.00 FTE Program Supervisor to the Early Assessment and Support Alliance (EASA) Program

**DISTRICT ATTORNEY'S OFFICE – 9:40 AM**

- R-3 BUDGET MODIFICATION DA-2010-05 Appropriating \$39,675 General Fund from the State Department of Justice Crime Victims Services Unitary Assessment Victims Assistance Funding.
- R-4 BUDGET MODIFICATION DA-2010-06 Appropriating \$30,375 from the State Department of Justice Crime Victims Services Violence Against Women Act ARRA Grant

**NON-DEPARTMENTAL - 9:50 AM**

- R-5 Second Reading and Possible Adoption of an ORDINANCE Amending the Business Income Tax Code, Multnomah Code Chapter 12, to Establish a Credit for Qualifying Investment Management Firms
- R-6 BUDGET MODIFICATION NOND-10 Appropriating a General Fund Contingency Transfer of \$20,000 to the United Way of Columbia-Willamette to Prevent Emergency Closure of Creston Children's Dental Center

**DEPARTMENT OF COUNTY MANAGEMENT – 10:25 AM**

- R-7 Approving a Lease of Real Property from American Property Management for Property Located at 2955-2989 NE 172nd Place, Building "E", Gresham,

Oregon, and Authorizing County Chair to Execute Appropriate Documents to Complete the Transaction

R-8 BUDGET MODIFICATION Reallocation of Facilities Capital Project Funds FPM 10-05, Justice Center Cooling Tower Replacement

R-9 BUDGET MODIFICATION Reallocation of Facilities Capital Project Funds FPM 10-06, Building System Emergency Repair (BSER) Mini-Fund

**DEPARTMENT OF HEALTH – 10:40 AM**

R-10 BUDGET MODIFICATION HD-10-22 Requesting Approval to Carryover \$288,870 in Grant Funds and to Appropriate \$25,000 in New Grant Award for the Health Department's Regional Emergency Preparedness Program

**DEPARTMENT OF COMMUNITY SERVICES – 10:45 AM**

R-11 Briefing on Transportation Funding and Needs. Presented by Cecilia Johnson, Ian Cannon, Jerry Elliott, Kim Peoples and Karen Schilling. 1 HOUR REQUESTED.

**BOARD COMMENT**

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



# MULTNOMAH COUNTY

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

### Board Clerk Use Only

Meeting Date: 02/11/2010  
Agenda Item #: C-1  
Est. Start Time: 9:30 AM  
Date Submitted: 01/20/2010

**Agenda Title:** Appointments of Jeffery Kilmer and Chief Scott Lewis to the Multnomah County Emergency Medical Services CONTRACT COMPLIANCE AND RATE REGULATION COMMITTEE

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

Requested Meeting Date: February 11, 2010 Amount of Time Needed: Consent Calendar  
Department: Health Division: Emergency Medical Services  
Contact(s): Bill Collins, Health Department via Ruth Langlois  
Phone: 503.988.3220 Ext. 22216 I/O Address: 160/7  
Presenter(s): N/A

### General Information

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

Approval of Appointments of Jeffery Kilmer and Chief Scott Lewis to the Multnomah County Emergency Medical Services Contract Compliance and Rate Regulation Committee.

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

The Committee will benefit from the experience of Fire Chief Scott Lewis, Gresham representative and Jeffery Kilmer, Attorney.

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

N/A

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

N/A

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

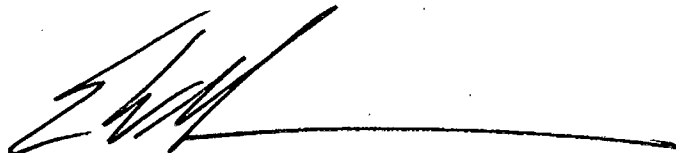
The recommended appointees have each submitted a Multnomah County Citizen Advisory Boards and Commissions Interest Form expressing their interest in and willingness to participate on the Emergency Medical Services Contract Compliance and Rate Regulation Committee

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**Required Signature**

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



**Date: 01/19/2010**





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



*Emailed to  
Karen Z*

## Board Clerk Use Only

Meeting Date: 02/11/2010  
Agenda Item #: C-2  
Est. Start Time: 9:30 AM  
Date Submitted: 01/28/2010

**Agenda Title:** ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

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

Requested Meeting Date: February 11, 2010 Amount of Time Needed: N/A  
Department: DCHS Division: MHASD  
Contact(s): Jean Dentinger/Karen Zarosinski (x 26468)  
Phone: 503-988-5464 Ext. 27297 I/O Address: 167/1/520  
Presenter(s): Consent Calendar

## General Information

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

Requesting adoption of order and approval of designees. The Mental Health and Addiction Services Division is recommending approval of the designees in the accordance with ORS 426.215.

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

Outpatient mental health agencies depend upon certain staff having the ability to assess clients for "Director Designee Custody". This certification allows the designee to direct a police officer or secure transportation provider to take into custody any individual with mental health issues who is found to be dangerous to self or to others. Police then transport the individual to a hospital or other approved treatment facility for further evaluation. As agencies experience staffing turnover or increases, new staff needs to be trained and certified as designees.

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

None.

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

In accordance with ORS 426.215

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

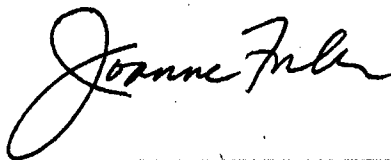
None.

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**Required Signature**

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



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**Date: 01/28/2010**

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BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**ORDER NO. 2010-017**

Authorizing a Designee of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

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

- a) If authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment of mental illness.
- b) There is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody.
- c) The designee listed below has been specifically recommended by the Mental Health Program Director and meets the standards established by the Mental Health Division.

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

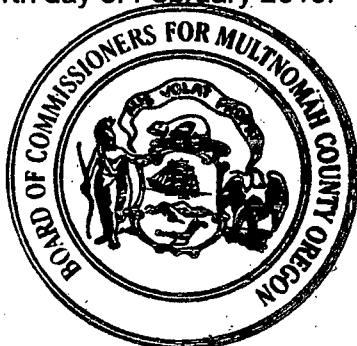
1. The individual listed below is authorized as a designee of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody or treatment for mental illness.
2. Added to the list of designees are:

Jennifer Shumaker  
Gabrielle Baker

Sara Migliazzo  
Melissa Tee

Colette Romero  
Kathryn Hainley

ADOPTED this 11th day of February 2010.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Ted Wheeler, Chair

REVIEWED:

AGNES SOWLES, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

BY: 

Patrick Henry, Assistant County Attorney

SUBMITTED BY:

Joanne Fuller, Director, Dept. of County Human Services



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST BUDGET MODIFICATION

(Revised 12/31/09)

APPROVED: MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-3 DATE 02/11/2010  
DEBORAH L. BOGSTAD, BOARD CLERK

## Board Clerk Use Only

Meeting Date: 02/11/2010  
Agenda Item #: C-3  
Est. Start Time: 9:30 AM  
Date Submitted: 02/03/2010

## BUDGET MODIFICATION: DCJ - 14

**BUDGET MODIFICATION DCJ-14 Reclassifying a 1.00 FTE Research Evaluation Specialist 1 to a Research/Evaluation Specialist 2 in the Employee, Community and Clinical Services Division, as Determined by the Class/Comp Unit of Central Human Resources**

*Note: For all other submissions (i.e. Notices of Intent, Ordinances, Resolutions, Orders or Proclamations) please use the APR short form.*

Requested Meeting Date: February 11, 2010 Amount of Time Needed: N/A  
Department: Dept. of Community Justice Division: Employee, Community & Clinical Services  
Contact(s): Shaun Coldwell  
Phone: 503-988-3961 Ext. 83961 I/O Address: 503 / 250  
Presenter(s): Consent Calendar

## General Information

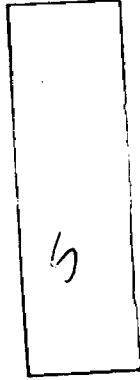
### 1. What action are you requesting from the Board?

The Department of Community Justice (DCJ) requests approval of a budget modification to reclassify a 1.00 FTE Research/Evaluation Specialist 1 position which has been reviewed by the Class/Comp Unit of Central Human Resources.

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

The Class/Comp Unit completed a management sponsored study for the both the represented and non-represented/management Research/Evaluation Analyst job classifications. This study primarily addressed classification and whether the positions should be represented (Local 88) or be designated as non-represented/management. In DCJ, two positions were included in this study with one being

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Presenter



recommended for reclassification. Reclassification of a 1.00 FTE Research/Evaluation Analyst 1 (6085) position to a Research/Evaluation Analyst 2 (6086) was approved for recommendation to the Board of County Commissioners by the Class/Comp Unit of Central Human Resources on January 27, 2010, to be effective to February 1, 2010.

This position is part of FY 2010 Program Offer 50003 – DCJ Quality Systems Management & Evaluation.

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

For current year FY-2010 this reclassification increases DCJ's personnel expense budget by \$5,374. The increased personnel expense budget is offset by a decrease of \$(5,374) in DCJ's travel & training budget, respectively. This position is ongoing and is expected to be included in the FY2011 budget submittal.

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

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

It is the policy of Multnomah County to make all employment decisions without regard to race, religion, color, national origin, sex, age, marital status, disability, political affiliations, sexual orientation, or any other nonmerit factor.

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

N/A

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## ATTACHMENT A

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### Budget Modification

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

- What revenue is being changed and why? If the revenue is from a federal source, please list the Catalog of Federal Assistance Number (CFDA).

N/A

- What budgets are increased/decreased?

N/A

- What do the changes accomplish?

Approval of a reclassification decision from the Class/Comp Unit of Central Human Resources.

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

Yes, the current employee in this position will be reclassified to a Research/Evaluation Analyst 2 [6086] effective February 1, 2010.

- If a grant, is 100% of the central and department indirect recovered? If not, please explain why.

N/A

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

N/A

- If a grant, what period does the grant cover? When the grant expires, what are funding plans? Are there any particular stipulations required by the grant (i.e. cash match, in kind match, reporting requirements etc)?

N/A

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

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## ATTACHMENT B

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**BUDGET MODIFICATION: DCJ - 14**

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### Required Signatures

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

for Scott Taylor

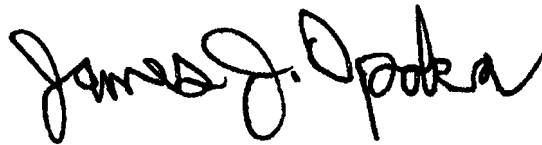
**Date:** 02/03/2010

**Budget Analyst:**



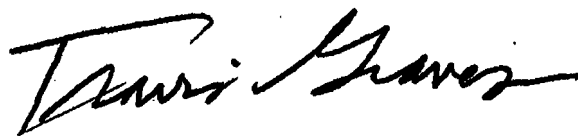
**Date:** 02/03/2010

**Department HR:**



**Date:** 02/03/2010

**Countywide HR:**



**Date:** 02/03/2010



Budget Modification ID: **DCJ-14****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2010

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center	WBS Element						
1	50-05	1000	50003	50		500300		60000	272,158	276,025	3,867		Salary
2	50-05	1000	50003	50		500300		60130	80,551	81,768	1,217		Fringe
3	50-05	1000	50003	50		500300		60140	65,782	66,072	290		Insurance
4	50-05	1000	50003	50		500300		60260	7,000	1,626	(5,374)		Travel & Training
5										0		0	ECCS R&E position reclass
6										0			
7	72-10	3500		20		705210		50316		(290)	(290)		Insurance Revenue
8	72-10	3500		20		705210		60330		290	290		Claims Paid
9										0			
10										0			
11										0			
12										0			
13										0			
14										0			
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28										0			
29										0			
											0	0	Total - Page 1
											0	0	GRAND TOTAL

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

							ANNUALIZED			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1000	6085	63269	500300	RE Ayst 1	705156	(1.00)	(40,507)	(12,748)	(14,344)	(67,599)
1000	6086	63269	500300	RE Ayst 2	705156	1.00	49,715	15,645	15,035	80,395
										0
										0
										0
										0
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										0
TOTAL ANNUALIZED CHANGES						0.00	9,208	2,897	691	12,796

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

							CURRENT YEAR			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1000	6085	63269	500300	RE Ayst 1	705156	(0.42)	(17,013)	(5,354)	(6,024)	(28,392)
1000	6086	63269	500300	RE Ayst 2	705156	0.42	20,880	6,571	6,315	33,766
										0
				Reclass effective 2/1/2010						0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL CURRENT FY CHANGES						0.00	3,867	1,217	290	5,374



# MULTNOMAH COUNTY, OREGON

DEPARTMENT OF COUNTY MANAGEMENT  
CENTRAL HUMAN RESOURCES DIV  
Classification/Compensation Unit

MULTNOMAH BUILDING  
501 SE HAWTHORNE BLVD, Ste 400  
PORTLAND OR 97293-0700

PHONE: (503) 988-5015  
FAX: (503) 988-3009  
TDD: (503) 988-5170

**TO:** Lailah Hamblin, (SAP# 11287), DCJ - Quality Sys'tms&Eval Svcs  
**FROM:** Candace Busby, Joi Doi - Central HR -- Classification/Compensation *C. Busby*  
**DATE:** January 27, 2010  
**SUBJECT:** Research and Evaluation Study Implementation and Allocation Notice

The Classification/Compensation Unit completed a management sponsored study for the represented job classes Research/Evaluation Analyst (REA) 1 (6085), Research/Evaluation Analyst 2 (6086), Research/Evaluation Analyst Senior (6087); and the non-represented/management job classes Research/Evaluation Analyst Senior N/R (9043), Research/Evaluation Supervisor (9041), and Principal Investigator (9798). This study primarily addressed classification and whether positions should be represented (Local 88) or be designated as non-represented/management; no compensation survey was conducted. A few select positions requested by County managers were included in this study to determine if they should be reclassified into the REA job family. You are receiving this letter because your position was reviewed as part of the study.

Your individual results from this study are as follows:

Date	Position Number	Classification	Grade	Step	Rate	Class Seniority	Action
1/31/2010	705156	Research/Evaluation Analyst 1 (6085)	18	2	\$ 19.40	7/2/2007	Pre-Study
2/1/2010		Research/Evaluation Analyst 2 (6086)	26	1	\$ 23.81	2/1/2010	Study Result

Management sponsored studies have no retroactive effective date unless Class Comp has agreed to a specific date. Therefore, any allocation changes will be implemented effective February 1, 2010. Employees who are reclassified with their positions will be placed within the pay range for the new classification. Compensation is determined in accordance with applicable bargaining agreement or MC Personnel Rule 2-40. Your classification outcome may be appealed under Article 15 of the Local 88 contract by filing a Step 3 grievance within fifteen (15) days of receipt of this notification letter.

If there is a change to your pay rate as a result of this study, pay adjustments will be implemented as soon as possible. For a more exact date when a pay adjustment might be reflected on your actual paycheck, please contact your local/departments HR Representative or HR Maintainer. Please note that this allocation notice reflects the study's impact on your base classification.

If you have additional questions regarding this information, please contact Candace Busby at ext. 24422 or Joi Doi at ext. 83241.

Copy: Local 88  
Department HR Maintainer  
Class Comp file



# MULTNOMAH COUNTY, OREGON

DEPARTMENT OF COUNTY MANAGEMENT  
CENTRAL HUMAN RESOURCES DIV  
Classification/Compensation Unit

MULTNOMAH BUILDING  
501 SE HAWTHORNE BLVD, Ste 400  
PORTLAND OR 97293-0700

PHONE: (503) 988-5015  
FAX: (503) 988-3009  
TDD: (503) 988-5170

**TO:** Liangrong Wu, (SAP# 7374), DCJ - Quality Sysms&Eval Svcs  
**FROM:** Candace Busby, Joi Doi - Central HR -- Classification/Compensation *ABusby*  
**DATE:** January 27, 2010  
**SUBJECT:** Research and Evaluation Study Implementation and Allocation Notice

The Classification/Compensation Unit completed a management sponsored study for the represented job classes Research/Evaluation Analyst (REA) 1 (6085), Research/Evaluation Analyst 2 (6086), Research/Evaluation Analyst Senior (6087); and the non-represented/management job classes Research/Evaluation Analyst Senior N/R (9043), Research/Evaluation Supervisor (9041), and Principal Investigator (9798). This study primarily addressed classification and whether positions should be represented (Local 88) or be designated as non-represented/management; no compensation survey was conducted. A few select positions requested by County managers were included in this study to determine if they should be reclassified into the REA job family. You are receiving this letter because your position was reviewed as part of the study.

Your individual results from this study are as follows:

Date	Position Number	Classification	Grade	Step	Rate	Class Seniority	Action
1/31/2010	707829	Research/Evaluation Analyst/Senior (6087)	34	7	\$ 36.07	8/26/2007	Pre-Study
2/1/2010		Research/Evaluation Analyst/Senior (6087)	34	7	\$ 36.07	8/26/2007	Study Result

Management sponsored studies have no retroactive effective date unless Class Comp has agreed to a specific date. Therefore, any allocation changes will be implemented effective February 1, 2010. Employees who are reclassified with their positions will be placed within the pay range for the new classification. Compensation is determined in accordance with applicable bargaining agreement or MC Personnel Rule 2-40. Your classification outcome may be appealed under Article 15 of the Local 88 contract by filing a Step 3 grievance within fifteen (15) days of receipt of this notification letter.

If there is a change to your pay rate as a result of this study, pay adjustments will be implemented as soon as possible. For a more exact date when a pay adjustment might be reflected on your actual paycheck, please contact your local/departments HR Representative or HR Maintainer. Please note that this allocation notice reflects the study's impact on your base classification.

If you have additional questions regarding this information, please contact Candace Busby at ext. 24422 or Joi Doi at ext. 83241.

Copy: Local 88  
Department HR Maintainer  
Class Comp file



**MULTNOMAH COUNTY  
AGENDA PLACEMENT REQUEST  
BUDGET MODIFICATION**

(Revised 12/31/09)

APPROVED: MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-4 DATE 02/11/2010  
DEBORAH L. BOGSTAD, BOARD CLERK

**Board Clerk Use Only**

Meeting Date: 02/11/2010  
Agenda Item #: C-4  
Est. Start Time: 9:30 AM  
Date Submitted: 02/04/2010

**BUDGET MODIFICATION: NOND - 08**

**BUDGET MODIFICATION NOND-08 Reclassifying One Position in**  
**Agenda Information Technology, as Determined by the Class/Comp Unit of Central**  
**Title: Human Resources**

*Note: For all other submissions (i.e. Notices of Intent, Ordinances, Resolutions, Orders or Proclamations) please use the APR short form.*

Requested Meeting Date:	<u>February 11, 2010</u>	Amount of Time Needed:	<u>N/A (Consent)</u>
Department:	<u>Non-Departmental</u>	Division:	<u>Information Technology</u>
Contact(s):	<u>Richard Martinez</u>		
Phone:	<u>(503) 988-4528</u>	Ext.	<u>84528</u> I/O Address: <u>503/4</u>
Presenter(s):	<u>N/A</u>		

**General Information**

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

The Information Technology is requesting Board approval of a budget modification authorizing the reclassification of one position.

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

Information Technology (IT) requests Board approval of a reclassification request for the following position.

Position Title (Old)	Position Title (New)	Position Number	FTE
Contract Specialist Sr	Admin. Analyst /Sr	TBD	No FTE Change

E mailed  
to  
Presenter

Information Technology requested the Central Class Compensation Unit to examine the duties of this position. The Admin Analyst/Sr will oversee the technical procurement for software and hardware products and services for the Information Technology Department. This position is also responsible for IT Contract Administration and Management.

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

The reclassification request is being accomplished within current resources for FY 2010. Ongoing expenses for this position will be recovered via standard service rates.

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

The reclassification, for which approval is sought in this request, has been reviewed by the Human Resources Division.

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

N/A

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## ATTACHMENT A

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### Budget Modification

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

- What revenue is being changed and why? If the revenue is from a federal source, please list the Catalog of Federal Assistance Number (CFDA).  
N/A
- What budgets are increased/decreased?  
N/A
- What do the changes accomplish?  
Reclassification of one position.
- Do any personnel actions result from this budget modification? Explain.  
Reclassification of one position.
- If a grant, is 100% of the central and department indirect recovered? If not, please explain why.  
N/A
- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?  
N/A
- If a grant, what period does the grant cover? When the grant expires, what are funding plans? Are there any particular stipulations required by the grant (i.e. cash match, in kind match, reporting requirements etc)?  
N/A

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

**BUDGET MODIFICATION: NOND - 08**

### Required Signatures

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

*Mary Swackhamer*

**Date:** 02/04/2010

**Budget Analyst:**

*Debra*

**Date:** 02/04/2010

**Department HR:**

**Date:**

**Countywide HR:**

*Elizabeth H. Nunez*

**Date:** 01/28/2010

Budget Modification ID: **NOND - 08****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2010

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center	WBS Element						
1	10-10	3503	79001	0020		709105		60000	562,979	562,979	0		Reclass Contract Spec Sr
2	10-10	3503	79001	0020		709105		60130	177,174	177,174	0		to Admin Analyst/Sr
3	10-10	3503	79001	0020		709105		60140	155,289	155,289	0		
4										0			
5										0			
6										0			
7	72-10	3500	75210	0020		705210		50316	0	0	0		
8	72-10	3500	75210	0020		705210		60330	0	0	0		
9										0			
10										0			
11										0			
12										0			
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29										0			
											0	0	Total - Page 1
											0	0	GRAND TOTAL

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

							ANNUALIZED			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
3503	6031	61307	709105	Contract Specialist Sr	TBD	(1.00)	(64,958)	(20,443)	(16,178)	(101,579)
3503	9005	61307	709105	Admin. Analyst/Sr	TBD	1.00	64,958	20,443	16,178	101,579
										0
										0
										0
										0
										0
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										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL ANNUALIZED CHANGES						0.00	0	0	0	0

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

							CURRENT YEAR			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
3503	6031	61307	709105	Contract Specialist Sr	TBD	(0.33)	(21,653)	(6,814)	(5,393)	(33,860)
3503	9005	61307	709105	Admin. Analyst/Sr	TBD	0.33	21,653	6,814	5,393	33,860
										0
										0
										0
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										0
										0
										0
										0
										0
										0
TOTAL CURRENT FY CHANGES						0.00	0	0	0	0



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

Multnomah Building  
501 SE Hawthorne, Suite 400  
Portland, Oregon 97214  
(503) 988-5015 Phone  
(503) 988-3009 Fax

To: Richard Martinez, IT-Nondepartmental, IT Finance Supervisor, ext. 84528  
From: Elisabeth S. Nunes, Classification and Compensation Unit (503/4)  
Date: January 14, 2010  
Subject: Reclassification Request #1375 (New Contract Specialist Senior)

We have completed our review of your request and the decision is outlined below.

**Request Information:**

Date Request Received: December 17, 2009  
Current Classification: n/a  
Job Class Number: n/a  
Pay Grade: n/a

Position Number: TBD  
Requested Classification: Contract Specialist Senior  
Job Class Number: 6031  
Pay Grade: 31

Request is: ☐ Approved as Requested  
☒ Approved - Revised  
☐ Denied

Effective Date: January 14, 2010

Allocated Classification: Admin. Analyst/Senior  
Pay Range: \$47,344.61 - \$66,281.33 annually

Job Class Number: 9005  
Pay Grade: 123

**Please note this classification decision is subject to all applicable requirements stated in MC Personnel Rule 5-50 and may require Board of County Commissioners' approval. This decision is considered preliminary until such approval is received.**

**Position Information:**

- ☒ Vacant - see New/Vacant Section  
☐ Filled & incumbent reclassified - see Employee Information Section  
☐ Filled & incumbent not reclassified with position - see New/Vacant Section

**New/Vacant Position Information:**

If the position is vacant or incumbent not reclassified with position, position must be filled in accordance with the normal appointment procedures. If position is reclassified due to reorganization, a limited recruitment process may be conducted. Please consult with the Department Human Resources Unit for assistance.

**Reason for Classification Decision:**

This new position will oversee the technical procurement for software and hardware products and services for the Information Technology Department. This will include supervising a software Procurement Analyst/Senior; reviewing and negotiating contracts; finalizing technical aspects of software licensing; vendor agreements for hardware and software products and services; and other related administrative contractual or procurement needs. The essential job functions include contract development and coordination; contract monitoring and support; fiscal support of administrative processes; and interdivisional and/or intergovernmental agreements (IGAs).

Contract Specialist Senior is responsible for contract management coordination and development of county-wide policy in the area of procurement and contract management. The Contract Specialist Senior is distinguished from Contract Specialist in that it provides lead direction to other Contract Specialists.

Administrative Analyst/Senior performs a variety of advanced professional administrative and/or technical support activities within a division or department in the areas of contracts management, information management, finance, purchasing, and other related services and functions. This advanced journey-level class is distinguished from other classes by the level of responsibility assumed and the complexity of duties assigned. Administrative Analysts/Senior perform the most difficult and responsible types of duties including exercising direct supervision over professional and/or technical staff.

This new position will be responsible for advanced professional administrative and technical activities involved with procurement of hardware and software products and services for the IT Department. The responsibilities will include contracts management, information management, purchasing and other related areas. It will supervise one technical position (Procurement Analyst/Senior). These tasks and functions best fit the Administrative Analyst/Senior (9005) classification.

If you have any questions, please feel free to contact me at 503-988-5015 ext. 22342.

cc: Karin Lamberton, HR Manager  
Leola Warner & Jacqueline Burns, HR Maintainers  
Class Comp File Copy



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST BUDGET MODIFICATION

(Revised 12/31/09)

## Board Clerk Use Only

Meeting Date: 02/11/2010

Agenda Item #: C-5

Est. Start Time: 9:30 AM

Date Submitted: 02/04/2010

APPROVED: MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-5 DATE 02/11/2010  
DEBORAH L. BOGSTAD, BOARD CLERK

BUDGET MODIFICATION: NOND - 09

**BUDGET MODIFICATION NOND-09 Reclassifying Three Positions in**  
**Agenda Information Technology, as Determined by the Class/Comp Unit of Central**  
**Title: Human Resources**

*Note: For all other submissions (i.e. Notices of Intent, Ordinances, Resolutions, Orders or Proclamations) please use the APR short form.*

Requested Meeting Date:	February 11, 2010	Amount of Time Needed:	N/A (Consent)
Department:	Non-Departmental	Division:	Information Technology
Contact(s):	Richard Martinez		
Phone:	(503) 988-4528	Ext.	84528
		I/O Address:	503/4
Presenter(s):	N/A		

## General Information

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

The Information Technology is requesting Board approval of a budget modification authorizing the reclassification of three positions.

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

Information Technology (IT) requests Board approval of a reclassification request for the following position.

Position Title (Old)	Position Title (New)	Position Number	FTE
Desktop Support Specialist	Desktop Support Specialist/Sr	706306	No FTE Change
Desktop Support Specialist	Desktop Support Specialist/Sr	704513	No FTE Change

Emailed to  
Presenter

Information Technology requested the Central Class Compensation Unit to examine the duties of these positions. The Central Class Compensation Unit approved the classification changes noted above. These positions are budgeted for FY 2010 in Program Offer 790004 – Help Desk Services.

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

The reclassification request is being accomplished within current resources for FY 2010. Ongoing expenses for these positions will be recovered via standard service rates.

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

The reclassifications, for which approval is sought in this request, have been reviewed by the Human Resources Division.

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

N/A



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## ATTACHMENT A

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### Budget Modification

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

- What revenue is being changed and why? If the revenue is from a federal source, please list the Catalog of Federal Assistance Number (CFDA).

N/A

- What budgets are increased/decreased?

N/A

- What do the changes accomplish?

Reclassification of three positions.

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

Reclassification of three positions.

- If a grant, is 100% of the central and department indirect recovered? If not, please explain why.

N/A

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

N/A

- If a grant, what period does the grant cover? When the grant expires, what are funding plans? Are there any particular stipulations required by the grant (i.e. cash match, in kind match, reporting requirements etc)?

N/A

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

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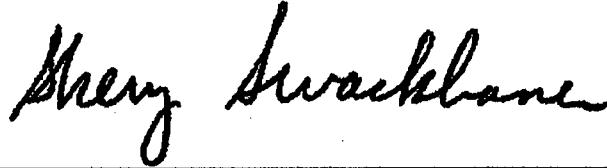
**BUDGET MODIFICATION: NOND - 09**

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### Required Signatures

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



**Date:** 02/04/2010

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Sherry Swackhamer

**Budget Analyst:**



**Date:** 02/04/2010

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Julie Neburka

**Department HR:**

**Date:**

**Countywide HR:**



**Date:** 01/28/2010

Budget Modification ID: **NOND - 09****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2010

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center						
1	10-10	3503	79004	0020		709105	60000	112,168	112,168	0		Reclass Desktop Support
2	10-10	3503	79004	0020		709105	60130	27,456	27,456	0		Specialist to Desktop
3	10-10	3503	79004	0020		709105	60140	32,686	32,686	0		Support Specialist-Sr (3)
4									0			
5									0			
6									0			
7									0			
8									0			
9									0			
10	72-10	3505		0020		705210	50316	0	0	0		No change
11	72-10	3505		0020		705210	60330	0	0	0		No change
12									0			
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										0	0	Total - Page 1
										0	0	GRAND TOTAL

## ANNUALIZED PERSONNEL CHANGE

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

[illegible]

**CURRENT YEAR PERSONNEL DOLLAR CHANGE**

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

[illegible]



**MULTNOMAH COUNTY  
AGENDA PLACEMENT REQUEST  
NOTICE OF INTENT**

(Revised 12/31/09)

APPROVED: MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-1 DATE 02/11/2010  
DEBORAH L. BOGSTAD, BOARD CLERK

**Board Clerk Use Only**

Meeting Date: 02/11/2010  
Agenda Item #: R-1  
Est. Start Time: 9:30 AM  
Date Submitted: 02/01/2010

**NOTICE OF INTENT to Apply for Funds to Continue the Current Domestic Violence Enhanced Response Team (DVERT) Project from the US Department of Justice, Office on Violence Against Women (OVW), Community-Defined Solutions to Violence Against Women Program**

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

Requested Meeting Date: February 11, 2010 Amount of Time Needed: 5 minutes  
Department: County Human Services Division: Domestic Violence  
Contact(s): Chiquita Rollins  
Phone: 503-988-4112 Ext. 84112 I/O Address: 167/230  
Presenter(s): Chiquita Rollins

**General Information**

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

Multnomah County Department of County Human Services (DCHS) is requesting approval to apply for a Continuation of the Department of Justice – Office on Violence Against Women: Community-Defined Solutions to Violence against Women Program (formerly the Grants to Encourage Arrest Policies and Enforcement of Protection) to support the Domestic Violence Enhanced Response Team (DVERT).

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

The County currently receives \$375,000 annually from OVW to fund the very successful DVERT project, which provides an intensive collaborative response to high risk/high lethality domestic violence cases. The Community Defined Solutions discretionary grant program is designed to encourage State, local, and Tribal governments and State, local, and Tribal courts to treat domestic



*Emailed to  
Presenter*

violence, dating violence, and stalking as serious violations of criminal law requiring the coordinated involvement of the entire criminal justice system. This program challenges the entire community to listen, communicate, identify problems, and share ideas that will result in new responses to ensure victim safety and offender accountability.

The DVERT project has been in existence since 2004, when it was originally funded by a United Way grant. It uses evidence-based assessment tools to identify cases with a high risk of dangerous recidivism and/or lethality and to provide a collaborative and coordinated response by the criminal justice system, civil legal system (Child Welfare, restraining orders), and the victim services system. It has been highly successful in intervening with very dangerous, persistent perpetrators and in helping those victims at high risk to obtain needed services and to be safer.

This grant submission will support the continuation of the DVERT project, which includes existing partnerships with the Portland Police Bureau, Department of Community Justice, District Attorney's Office, Oregon Department of Human Services Child Welfare, non-profit victim services, and the Multnomah County Sheriff's Office.

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

The Community-Defined Solutions grant will provide \$750,000 for two years. This will be the second continuation grant we have applied for, and it is unclear if future grants would be funded.

This two-year grant will begin August 1, 2008 and end July 30, 2010. Total funding allowable for the two year period is \$750,000, which includes both direct and indirect costs. The continuation of the project for the second year of this grant cycle will depend on the availability of funds, our progress in meeting the project's goals and objectives and the timely submission of all required data and progress reports.

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

There are no significant legal or policy issues.

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

Two community-based victim services agencies (Raphael House of Oregon and Volunteers of America), Oregon Department of Human Services, Gresham Police Department and the Portland Police Department have participated in the project and in the development of the grant proposal.

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## ATTACHMENT A

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### Grant Application/Notice of Intent

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If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

- **Who is the granting agency?**

US Department of Justice Office of Violence against Women

- **Specify grant (matching, reporting and other) requirements and goals.**

This grant submission will support the continuation of the DVERT project, which includes existing partnerships with the Portland Police Bureau, Department of Community Justice, District Attorney's Office, Oregon Department of Human Services Child Welfare, non-profit victim services and the United Way. DVERT addresses high recidivism/high lethality cases through a collaborative intensive response that includes support for the victims, and law enforcement, prosecution, and offender supervision. It also provides a part-time Sheriff's Deputy assigned to investigate and follow-up on cases in all non-Portland law enforcement jurisdictions in the County.

Requirements: no match required; quarterly fiscal and program reporting required; \$15,000 in DOJ funds required to be expended on trainings authorized by DOJ.

- **Explain grant funding detail – is this a one time only or long term commitment?**

This funding provides a maximum of \$750,000 for a 2-year period (\$375,000 annually) to provide all services, including coordination. This grant renewal submission will fund the existing DVERT project, including .9 FTE Program Development Specialist, contracts with Portland Police for a .50 FTE Sergeant, MCSO for a .5 FTE MCSO Deputy, Volunteers of America and Raphael for three community-based victim advocates. In addition, the Portland Police assigns 2.0 FTE Officers to work with DVERT, funded with city of Portland General Funds.

- **What are the estimated filing timelines?**

Grant proposal is due on February 17, 2010.

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

It is a two-year grant. The grant solicitation is unclear about the starting date of the grants, either July 1 or October 1, 2010. Because we currently have a grant that will continue until 12/31/10, it may begin January 1, 2011.

- **When the grant expires, what are funding plans?**

Future funding plans involve a combination of Federal, City, County, State and private funding. For example, funding for the Sergeant could be picked up by the City of Portland.

- **Is 100% of the central and departmental indirect recovered? If not, please explain why.**

All indirect is covered by the grant.



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## ATTACHMENT B

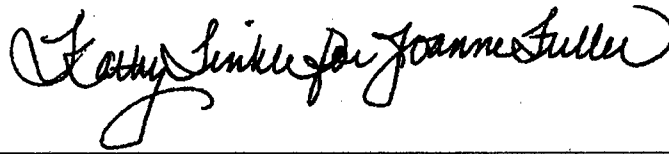
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### Required Signatures

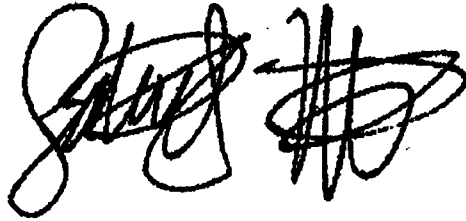
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Elected Official  
or Department/  
Agency  
Director:



Date: 02/03/2010

Budget Analyst:



Date: 02/04/2010



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST BUDGET MODIFICATION

(Revised 12/31/09)

APPROVED: MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-2 DATE 02/11/2010  
DEBORAH L. BOGSTAD, BOARD CLERK

## Board Clerk Use Only

Meeting Date: 02/11/2010  
Agenda Item #: R-2  
Est. Start Time: 9:35 AM  
Date Submitted: 02/02/2010

## BUDGET MODIFICATION: DCHS - 24

**BUDGET MODIFICATION DCHS-24 Increasing Mental Health and Addiction Services Division Federal/State Appropriation by \$4,620,493 in the State Mental Health Grant; and Increasing OHP (Medicaid) Funding by \$49,018 and Adding a**  
**Agenda Title: 1.00 FTE Program Supervisor to the Early Assessment and Support Alliance (EASA) Program**

*Note: For all other submissions (i.e. Notices of Intent, Ordinances, Resolutions, Orders or Proclamations) please use the APR short form.*

Requested Meeting Date: February 11, 2010 Amount of Time Needed: 5 minutes  
Department: County Human Services Division: Mental Health & Addiction Services  
Contact(s): Kathy Tinkle  
Phone: 503-988-3691 Ext. 26858 I/O Address: 167/240  
Presenter(s): Karl Brimner or David Hidalgo

## General Information

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

The Department of County Human Services recommends approval of budget modification DCHS-24. This budget modification increases State Mental Health Grant funding in the Mental Health and Addiction Services Division (MHASD) Mental Health Residential Services program by \$4,620,493.

Additionally, approval of this budget modification will increase OHP (Medicaid) funding in the Mental Health and Addiction Services Division (MHASD) Early Assessment and Support Alliance (EASA) program by \$49,018 to fund a 0.50 FTE Program Supervisor (1.00 FTE annualized) position.

Emailed to  
Presenter

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

At the time the Fiscal Year 2010 budget was prepared, the grant revenue projections were based on revenue estimates provided by the State. As discussed at the Board Briefing on September 1<sup>st</sup> regarding the impact of the final State budget, the County Financial Assistance Contract (CFAC) dated July 1, 2009 for the 2009-2011 biennium has now been issued, and the actual award amounts are greater than the original estimates included in the adopted budget. Budget Modification DCHS-24 adjusts the DCHS Fiscal Year 2010 budget to reflect the actual award amounts in the County Financial Assistance Contract through Amendment #24.

**Program Offer #25060 - Mental Health Residential Services** – includes mental health residential services and transitional housing: five residential beds at the Taft and transitional housing at the Bridgeview and Royal Palm. Transitional housing focuses on individuals who require assistance obtaining permanent housing while addressing their mental health needs. Additional funding in the amount of \$4,620,493 allows MHASD to provide State mandated services for an additional 114 individuals residing in 29 facilities.

**Program Offer #25064 – Early Assessment and Support Alliance (EASA)** is an early psychosis intervention program addressing the needs of young persons aged 15-25 who demonstrate initial symptoms of psychosis. The program goal is to manage long-term problems and consequences. It is an intensive, Evidence Based Practice (EBP) program that has already demonstrated a significant decrease in hospitalizations for the population being served. The hiring of a Program Supervisor will enable the program to meet the clinical and capacity standards established by the State of Oregon Addictions and Mental Health Department. The expectation is that the program will attain and maintain an ongoing caseload of 94 clients while continuing to meet strict standards of the service model. Current total caseload is 49.

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

The FY10 Federal/State budget for Mental Health Residential Services – will be increased by \$4,620,493. The additional funding will aid in providing State mandated services for specific residential facilities and individuals residing in those facilities. The funding is designated for the biennium and we expect to receive funding in the next biennium.

The FY10 OHP/Medicaid budget for the DCHS Mental Health Early Assessment and Support Alliance (EASA) Program will increase by \$49,018. The annual salary and benefits for 1.0 FTE Program Supervisor is \$98,036; pro-rated cost for FY10 will increase the program budget by \$49,018. This position will be an ongoing cost that will be affected by annual COLA and step increases.

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

The fidelity of the program is audited by the State of Oregon and must meet clinical and capacity standards.

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

EASA is a newer program which has been in operation for the past 18 months. It was the focus of extensive discussions at the state and local level prior to its launch.

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## ATTACHMENT A

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### Budget Modification

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

- **What revenue is being changed and why? If the revenue is from a federal source, please list the Catalog of Federal Assistance Number (CFDA).**

Increases the FY10 Federal/State Fund for the State Mental Health Grant funding in the Mental Health and Addiction Services Division (MHASD) Mental Health Residential Services program by \$4,620,493.

Increases the FY10 OHP/Medicaid Fund for the DCHS Mental Health Early Assessment and Support Alliance (EASA) Program by \$49,018.

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

The Fiscal Year 2010 Federal/State Fund budget for the Mental Health Residential Services 25060 will be increased by \$4,620,493. This funding will increase the pass through & program support by \$4,620,493.

The Fiscal Year 2010 OHP/Medicaid Fund budget for the DCHS Mental Health Early Assessment and Support Alliance (EASA) Program (EASA) 25064 will be increased by \$49,018. The funding will increase personnel costs by \$49,018. Service reimbursement from Federal/State to the risk management fund increases by \$8,258.

- **What do the changes accomplish?**

Budget Modification DCHS-24 adjusts the DCHS Fiscal Year 2010 budget to award amounts in the State Mental Health Grant (SMHG) in Program Offer #25060 Mental Health Residential Services.

Budget Modification DCHS-24 adds a .50 FTE (1.0 FTE annual) Program Supervisor (JCN 9361) in Program Offer #25064, Early Assessment and Support Alliance (EASA) Program funded with OHP/Medicaid funds.

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

Yes. The approval of this budget modification will result in hiring of a new 0.50 FTE (1.00 FTE annual) Program Supervisor in Program Offer #25064, Early Assessment and Support Alliance (EASA) Program. The hiring of a Program Supervisor will enable the program to meet the clinical and capacity standards established by the State of Oregon Addictions and Mental Health Department.

- **If a grant, is 100% of the central and department indirect recovered? If not, please explain why.**

These funding sources do not pay indirect. The state service element funding is restricted to services only.

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

The grant is renewed with each new State biennium. The OHP/Medicaid funding is received via monthly premiums based on currently enrolled Verity members.

- **If a grant, what period does the grant cover? When the grant expires, what are funding plans? Are there any particular stipulations required by the grant (i.e. cash match, in kind match, reporting requirements etc)?**

The State Mental Health Grant (SMHG) covers July 1, 2009 through June 30, 2011. On-going biennial grant with the State of Oregon.

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

## ATTACHMENT B

BUDGET MODIFICATION: DCHS - 24

### Required Signatures

Elected Official or  
Department/  
Agency Director:

*Kathy Linker for Joanne Fuller*

Date: 01/25/2010

Budget Analyst:

*[Signature]*

Date: 02/01/2010

Department HR:

*Carolyn L. Edgett*

Date: 01/26/2010

Countywide HR:

*Joe E. Doi*

Date: 01/27/2010



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST BUDGET MODIFICATION

(Revised 12/31/09)

APPROVED: MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-3 DATE 02/11/2010  
DEBORAH L. BOGSTAD, BOARD CLERK

## Board Clerk Use Only

Meeting Date:	<u>02/11/2010</u>
Agenda Item #:	<u>R-3</u>
Est. Start Time:	<u>9:40 AM</u>
Date Submitted:	<u>02/03/2010</u>

BUDGET MODIFICATION: DA-2010-05

**BUDGET MODIFICATION DA-2010-05 Appropriating \$39,675 General Fund**  
**Agenda from the State Department of Justice Crime Victims Services Unitary**  
**Title: Assessment Victims Assistance Funding**

*Note: For all other submissions (i.e. Notices of Intent, Ordinances, Resolutions, Orders or Proclamations) please use the APR short form.*

Requested Meeting Date:	<u>February 11, 2010</u>	Amount of Time Needed:	<u>5 minutes</u>
Department:	<u>District Attorney's Office</u>	Division:	<u>Family &amp; Community Justice</u>
Contact(s):	<u>D. Scott Marcy</u>		
Phone:	<u>503-988-3863</u>	Ext.	<u>83863</u>
	I/O Address:		<u>101/600</u>
Presenter(s):	<u>D. Scott Marcy</u>		

## General Information

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

The District Attorney's Office requests that the Board appropriate \$39,675 new general fund revenue funding from State Department of Justice Crime Victims Services Unitary Assessment Victims Assistance Program.

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

Each year Multnomah County District Attorney's Office receives an allocation of state collected Unitary Assessment dollars for the purpose of supporting a Victims Assistance Program. During the FY2010 State and County budget process the Department of Justice Crime Victims Services Division recommended that County's plan for a reduction of 10% in funding for 2010. The Commission adopted a budget for the DA Office that included that 10% reduction. In early fall the Department of Justice found resources internally to keep that funding stream whole for District



Sent to  
Prescott

Attorney programs. The outcome for Multnomah County DA is a resurrection of \$39,675 in general fund revenue which the office would like to use to hire an additional .5 Victim Advocate.

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

Increases the County General Fund by \$39,675 and the insurance fund 3500 by \$8,095.

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

none

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

none

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## ATTACHMENT A

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### Budget Modification

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

- **What revenue is being changed and why? If the revenue is from a federal source, please list the Catalog of Federal Assistance Number (CFDA).**

General fund is increased by \$39,675 due to increased revenue from the state.

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

The District Attorney's Office Victims Assistance Program, program offer 15019.

- **What do the changes accomplish?**

Increases available revenue to allow an additional .5 FTE.

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

Yes, would allow the addition of a .5 FTE Victim Advocate position.

- **If a grant, is 100% of the central and department indirect recovered? If not, please explain why.**

n/a

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

At this point it should be ongoing contingent on State revenue issues.

- **If a grant, what period does the grant cover? When the grant expires, what are funding plans? Are there any particular stipulations required by the grant (i.e. cash match, in kind match, reporting requirements etc)?**

n/a

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

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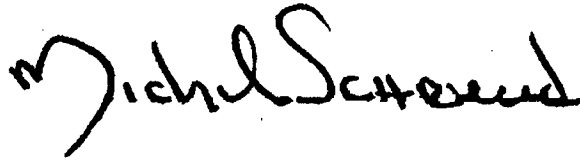
**BUDGET MODIFICATION: DA-2010 - 05**

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### Required Signatures

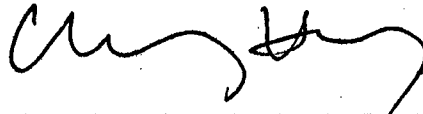
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**Elected Official or  
Department/  
Agency Director:**



**Date:** 02/03/2010

**Budget Analyst:**



**Date:** 02/03/2010

**Department HR:**

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

**Countywide HR:**

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

Budget Modification ID: **DA 2010-05****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2010

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center						
1	15-30	1000	15019	50		153800	60000	262,085	285,534	23,449		
2	15-30	1000	15019	50		153800	60130	76,909	83,704	6,795		
3	15-30	1000	15019	50		153800	60140	84,967	93,062	8,095		
4	15-30	1000	15019	50		153800	60260	0	1,336	1,336		
5	15-30	1000	15019	50		153800	50180	(357,080)	(396,755)	(39,675)		
6	72-10	3500		20		705210	50316		(8,095)	(8,095)		
7	72-10	3500		20		705210	60330		8,095	8,095		
8									0			
9									0			
10									0			
11									0			
12									0			
13									0			
14									0			
15									0			
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27									0			
28									0			
29									0			
										0	0	Total - Page 1
										0	0	GRAND TOTAL

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

							ANNUALIZED			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1000	6247	61100	153800	Victim Advocate		0.50	23,449	6,795	8,095	38,339
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL ANNUALIZED CHANGES						0.50	23,449	6,795	8,095	38,339

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

							CURRENT YEAR			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1000	6247	61100	153800	Victim Advocate		0.50	23,449	6,795	8,095	38,339
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL CURRENT FY CHANGES						0.50	23,449	6,795	8,095	38,339



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST BUDGET MODIFICATION

(Revised 12/31/09)

APPROVED: MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-4 DATE 02/11/2010  
DEBORAH L. BOGSTAD, BOARD CLERK

## Board Clerk Use Only

Meeting Date: 02/11/2010  
Agenda Item #: R-4  
Est. Start Time: 9:45 AM  
Date Submitted: 02/03/2010

**BUDGET MODIFICATION: DA-2010-06**

**BUDGET MODIFICATION DA-2010-06 Appropriating \$30,375 from the State**  
**Agenda Department of Justice Crime Victims Services Violence Against Women Act**  
**Title: ARRA Grant**

*Note: For all other submissions (i.e. Notices of Intent, Ordinances, Resolutions, Orders or Proclamations) please use the APR short form.*

Requested Meeting Date: February 11, 2010 Amount of Time Needed: 5 minutes  
Department: District Attorney's Office Division: Family & Community Justice  
Contact(s): D. Scott Marcy  
Phone: 503-988-3863 Ext. 83863 I/O Address: 101/600  
Presenter(s): D. Scott Marcy

## General Information

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

The District Attorney's Office requests that the Board appropriate \$30,375 in grant funding from State Department of Justice Violence Against Women Act (VAWA) ARRA program.

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

Over the past four years the District Attorney's Office was fortunate enough to receive \$40,000 annually from the United Way in order to fund a portion of a Victims Advocate position within the office. During the FY2010 budget process an assumption was made that the funding would continue. At the end of our County budget process it was learned that the award would not be renewed in FY2010 and a process was set in motion to replace that piece of revenue. In late summer and fall an ARRA funding opportunity presented itself through the Violence Against Women Act program which provided some discretionary funding to be administered at the state level. The Office applied

Sent to  
Presenter



for and in November received notification of a grant award in the amount of \$30,375. It is intended that this funding replace the loss United Way Funding. This budget modification will impact program offer 15019 by replacing a revenue source. The total FTE count is not affected.

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

Slightly reduces the 1505 fund by \$9,625 but continues to support a Victim Advocate position. Service reimbursements to the Risk Fund is reduced by \$642.

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

none

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

none

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## ATTACHMENT A

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### Budget Modification

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

- **What revenue is being changed and why? If the revenue is from a federal source, please list the Catalog of Federal Assistance Number (CFDA).**

Non-governmental funding is reduced by \$40,000 while Fed thru State funding is increased by \$30,375. The CFDA number for this grant is 16.588.

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

The overall 1505 fund budget for program offer 15019 Victims Assistance is reduced by \$9,625.

- **What do the changes accomplish?**

Replaces the loss of United Way grant funding with VAWA funding.

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

none

- **If a grant, is 100% of the central and department indirect recovered? If not, please explain why.**

The grant only paid for direct personnel costs.

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

It is unknown whether funding will continue in FY2011

- **If a grant, what period does the grant cover? When the grant expires, what are funding plans? Are there any particular stipulations required by the grant (i.e. cash match, in kind match, reporting requirements etc)?**

The grant period runs from October 1, 2009 to September 30, 2010. The grant requires a cash or in kind match, this however was already included in the budget in anticipation of receiving United Way funding so the office is not requesting any additional matching dollars.

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

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## ATTACHMENT B

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**BUDGET MODIFICATION: DA-2010 - 06**

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### Required Signatures

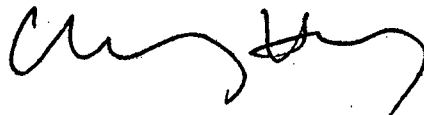
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**Elected Official or  
Department/  
Agency Director:**



**Date:** 02/03/2010

**Budget Analyst:**



**Date:** 02/03/2010

**Department HR:**

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

**Countywide HR:**

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

Budget Modification ID: **DA 2010-06****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2010

Line No.	Fund Center	Fund Code	Program #	Func. Area	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
						Cost Center	WBS Element						
1	15-30	32145		50			DA UW	50210	(40,000)	0	40,000		
2	15-30	32145		50			DA UW	60000	24,130	0	(24,130)		
3	15-30	32145		50			DA UW	60120	1,843	0	(1,843)		
4	15-30	32145		50			DA UW	60130	6,981	0	(6,981)		
5	15-30	32145		50			DA UW	60140	7,046	0	(7,046)		
6	15-30	32374		50			DA VAWA.ST.VA.ARRA	60000	0	17,590	17,590		
7	15-30	32374		50			DA VAWA.ST.VA.ARRA	60130		5,097	5,097		
8	15-30	32374		50			DA VAWA.ST.VA.ARRA	60140		7,688	7,688		
9	15-30	32374		50			DA VAWA.ST.VA.ARRA	50190		(30,375)	(30,375)		
10	72-10	3500		20		705210		60330		(7,046)	(7,046)		
11	72-10	3500		20		705210		50316		7,046	7,046		
12	72-10	3500		20		705210		60330		7,688	7,688		
13	72-10	3500		20		705210		50316		(7,688)	(7,688)		
14										0			
15										0			
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26										0			
27										0			
28										0			
29										0			
											0	0	Total - Page 1
											0	0	GRAND TOTAL

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

							ANNUALIZED			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
32374	6247	61100	da vawa.st.va.arr	Victim Advocate	706403	0.50	17,590	5,097	7,688	30,375
32145	6247		DA UW	Victim Advocate	706403	(0.50)	(24,130)	(6,981)	(7,046)	(38,157)
										0
										0
										0
										0
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										0
										0
										0
										0
TOTAL ANNUALIZED CHANGES						0.00	(6,540)	(1,884)	642	(7,782)

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

							CURRENT YEAR			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
32374	6247	61100	da vawa.st.va.arr	Victim Advocate	706403	0.50	17,590	5,097	7,688	30,375
32145	6247		DA UW	Victim Advocate	706403	(0.50)	(24,130)	(6,981)	(7,046)	(38,157)
										0
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										0
TOTAL CURRENT FY CHANGES						0.00	(6,540)	(1,884)	642	(7,782)



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

(Revised 12/31/09)

## Board Clerk Use Only

Meeting Date: 02/11/2010  
Agenda Item #: R-5  
Est. Start Time: 9:50 AM  
Date Submitted: 01/27/2010

**Agenda Title:** Second Reading and Possible Adoption of an ORDINANCE Amending the Business Income Tax Code, Multnomah Code Chapter 12, to Establish a Credit for Qualifying Investment Management Firms

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

**Requested Meeting Date:** February 4, 2010  
**Amount of Time Needed:** 5 mins  
**Department:** County Management  
**Division:** Finance/Risk Management  
**Contact(s):** Mark Campbell  
**Phone:** (503) 988-6229 **Ext.** 86229 **I/O Address:** 503/531  
**Presenter(s):** Mark Campbell

## General Information

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

Approval of the first reading of an ORDINANCE Amending the Business Income Tax Code, MCC Chapter 12, to Establish a Credit for Qualifying Investment Management Firms, which will provide a pilot business retention and recruitment credit for qualifying Investment Management Firms.

If approved a second reading of this ordinance will be held on February 11, 2010.

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

On November 12, the Portland City Council adopted ordinance # 183330 which established a pilot business retention credit to support Portland's 5-Year Economic Development Strategy. The ordinance established a four year credit for qualifying Investment Management Firms who were deemed to be at risk of moving outside the City and Multnomah County. The City's credit is \$6,000 times the number of owners in the firm OR 30% of the total Business License Tax due.

The ordinance before the Board mirrors the City credit program except that the credit is \$4,000 per owner OR 30% of the Business Income Tax due. This ordinance will keep the two codes in alignment as has been the practice since the BLT and BIT programs have been consolidated under

the City's administration.

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

Based on 2007 tax returns it is estimated that the impact on the County General Fund would be as follows:

2010	\$265,000
2011	\$265,000
2012	\$800,000
2013	\$800,000

If the credit is extended beyond FY 2013, it is estimated that the impact of this ordinance change will be approximately \$550,000 annually.

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

In the findings of the City ordinance it is stated that Portland "will evaluate expanding the business retention and recruitment pilot to other firms at high risk of leaving the city within one year . . ."

It is possible that Portland could extend the credit to other types of business firms and we would be asked to amend our ordinance to match the City code.

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

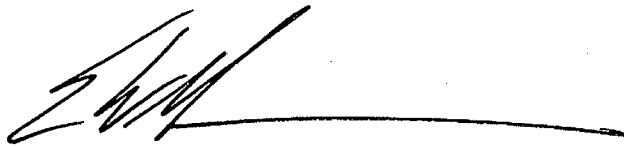
N/A

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**Required Signature**

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



**Date:** 01/27/2010

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**ORDINANCE NO. \_\_\_\_\_**

Amending the Business Income Tax Code, MCC Chapter 12, to Establish a Credit for Qualifying Investment Management Firms

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

- a. By Ordinance 183330, passed by the Council on November 12, 2009 the City of Portland established a pilot business retention credit to its business license tax for investment management firms as an incentive for such firms to remain in Portland. The City credit is effective for tax years beginning on January 1, 2009.
- b. A similar credit against Multnomah County business income taxes will provide further incentive for such firms to remain in Portland and Multnomah County instead of moving to surrounding cities or counties and will help promote Multnomah County as a business-friendly county and will keep or increase jobs in Multnomah County.
- c. It is estimated that 1/3 of the region's approximately 30 Investment Management Firms are currently outside Multnomah County. The goal of the credit is that the firms recruited to Multnomah County will make up the loss in revenue and prevent a greater loss to the Multnomah County general fund by retaining local firms who would otherwise move out of the County.
- d. The County's Business Income Tax is unique in the state of Oregon and a critical source of general fund revenue to the County.
- e. Investment management firms offer well-paying jobs and demand few public services. They support local restaurants and hotels when clients and companies in which they invest come to the area. Owners of Portland investment management firms provide day-to-day guidance to achieve results for both their employees and clients worldwide. Their clients are looking for national and international investment market expertise that does not require a specific business location. Investment management firms are not tied to specific infrastructure needs such as courthouses or hospitals.
- f. It is in the best interests of Multnomah County to join the City in its pilot business retention credit program to retain and attract small investment management firms whose business is managing non-real estate investments for others and who perform most or all of their work in Portland.



**Multnomah County Ordains as follows:**

**Section 1.** MCC Chapter 12 is amended as follows:

The following definition is added to § 12.100      **DEFINITIONS**

***INVESTMENT MANAGEMENT FIRM.*** A taxfiler entitled to receive a credit against the City of Portland business license tax pursuant to Portland City Code Section 7.02.870.

The following section is added to Chapter 12:

**§ 12.615      Business Retention Credit for Investment Management Firms**

A. Subject to the limitations in subsection C below, for the four years commencing January 1, 2009 an Investment Management Firm is entitled to a credit against the total amount of its business income tax due. The credit is determined by subtracting from the business income tax due the greater of:

1. \$4,000 times the number of owners, not including limited partners, subject to the Owner's Compensation Deduction allowed in Section § 12.615, or
2. 30 percent of the total business income tax otherwise due. If the resulting difference is a negative number, the amount of the credit will be zero. Any allowed credit not used in a particular year will not be refunded and will not be carried forward to a succeeding tax year, except as provided in subsection B.

B. For purposes of this credit, the "first tax year" would be a tax year in which the Investment Management Firm is doing business in Multnomah County and either

1. The Investment Management Firm was not doing business in Multnomah County in the prior tax year or
2. The prior tax year began prior to January 1, 2009.

C. This credit may be claimed as follows:

1. In the first tax year, the credit is limited to 50 percent of the amount calculated in subsection A. The remaining 50 percent shall be deferred and can only be claimed in the third of three consecutive tax years (in which the Investment Management Firm is doing business in Multnomah County) starting with the first tax year as defined above.
2. In the second consecutive tax year that the Investment Management Firm is doing business in Multnomah County, the credit is limited to 50 percent of the amount calculated in subsection A. The remaining 50 percent shall be deferred and can only

be claimed in the fourth of four consecutive tax years (in which the Investment Management Firm is doing business in Multnomah County) starting with the first tax year as defined above.

3. In the third consecutive tax year that the Investment Management Firm is doing business in Multnomah County, the Investment Management Firm, in addition to the full credit calculated in subsection A, can claim the 50 percent deferred credit that was calculated in subsection 1. above.
4. In the fourth consecutive tax year that the Investment Management Firm is doing business in the Multnomah County, the Investment Management Firm, in addition to the full credit calculated in subsection A, can claim the 50 percent deferred credit that was calculated in subsection 2. above.

FIRST READING:

February 4, 2010

SECOND READING AND ADOPTION:

February 11, 2010

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By John S. Thomas, Deputy County Attorney

SUBMITTED BY:  
Chair Ted Wheeler



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

*Approved*

APPROVED: MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-6 DATE 2/18/2010  
LYNDA GROW, BOARD CLERK

## Board Clerk Use Only

Meeting Date: 2/11/2010  
Agenda Item #: R-6  
Est. Start Time: 9:55 AM  
Date Submitted: 02/03/2010

## BUDGET MODIFICATION: NOND - 10

**BUDGET MODIFICATION NOND-10 Appropriating a General Fund**  
**Agenda** Contingency Transfer of \$20,000 to the United Way of Columbia-Willamette to  
**Title:** Prevent Emergency Closure of Creston Children's Dental Center

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

<b>Requested Meeting Date:</b>	<u>February 11, 2010</u>	<b>Amount of Time Needed:</b>	<u>30 minutes</u>
<b>Department:</b>	<u>Non-Departmental</u>	<b>Division:</b>	<u>District 2</u>
<b>Contact(s):</b>	<u>Marissa Madrigal</u>		
<b>Phone:</b>	<u>503-988-5239</u>	<b>Ext.</b>	<u>85239</u>
<b>Presenter(s):</b>	<u>Marissa Madrigal</u>	<b>I/O Address:</b>	<u>503/6/District 2</u>

## General Information

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

A General Fund Contingency transfer of \$20,000 to the United Way of Columbia-Willamette to ensure continued operation of a free dental clinic serving 2500 low-income school children each school year.

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

Since 1961, the Creston Children's Dental Center has been providing free dental services to low-income children in the Portland Public School District. Last academic year, 9000 dental procedures were provided at a value of \$600,000 dollars. In Fall 2009, the Assistance League of Portland, the primary funder of the Dental Center, voted to close the center effective February 17th, 2010 due to a collapse in their funding. The clinic is the main referral center for Portland school nurses who encounter children with dental emergencies. This \$20,000 request, coupled with a \$10,000 donation from the Multnomah Dental Society, will allow the Creston Children's Dental Center to remain open through the end of the school year, and allow a new non-profit, Friends of Creston Children's Dental

Center to put long term funding in place.

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

This is a one time only request for general fund contingency funds and will have no impact on future years.

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

Multnomah County is permitted to donate funds to non-profit organizations in Oregon.

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

The United Way of Columbia-Willamette has agreed to serve as fiscal agent while a separate non-profit is formed to run the dental center. Kaiser Community Benefits Committee has donated \$2500 to assist in the formation of the Friends of Creston Children's Dental Clinic. The Multnomah Dental Society has donated \$10,000 toward continued operation of the clinic.

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## ATTACHMENT A

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### Budget Modification

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

- **What revenue is being changed and why?**  
\$20,000 is being transferred from the General Fund Contingency Fund to the United Way of Columbia-Willamette
- **What budgets are increased/decreased?**  
The General Fund Contingency Fund budget will decrease by \$20,000
- **What do the changes accomplish?**  
The transfer allows the Dental Center to remain open and continue treating low-income public school children while long-term financial arrangements are made to keep the center open or give Multnomah County time to arrange alternate treatment options for these children.
- **Do any personnel actions result from this budget modification? Explain.**  
No.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**  
n/a
- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**  
Yes. This is a one-time-only request. Friends of Creston Children's Dental Center and the Multnomah Dental Society are identifying ongoing funding.
- **If a grant, what period does the grant cover?**  
n/a
- **If a grant, when the grant expires, what are funding plans?**  
n/a

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### Contingency Request

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

- **Why was the expenditure not included in the annual budget process?**  
The Assistance League of Portland, primary funder of the Dental Center, did not vote to shutter the clinic until Fall of 2009, well beyond the end of the Fiscal Year 2010 budget process.
- **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**  
The Multnomah Dental Society and emerging non-profit Friends of Creston Dental Center are working to identify other funds. This contingency request is a one-time temporary fix.
- **Why are no other department/agency fund sources available?**  
n/a

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

It is not expected that these funds will be repaid to the contingency fund.

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

No.

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

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## ATTACHMENT B

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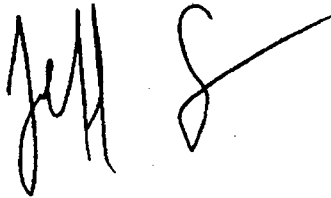
**BUDGET MODIFICATION: NOND - 10**

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### Required Signatures

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



**Date:** 02/03/2010

**Budget Analyst:**



**Date:** 02/03/2010

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**

Budget Modification ID: **Nond 10****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2010

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center	WBS Element						
1										0			
2										0			
3										0			
4	19	1000	95000	20		9500001000		60470		(20,000)	(20,000)		Decrease Contingency
5	10-22	1000	10002	20		102210		60160		20,000	20,000		Increase Pass-Through
6										0			
7										0			
8										0			
9										0			
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24										0			
25										0			
26										0			
27										0			
28										0			
29										0			
											0	0	Total - Page 1
											0	0	GRAND TOTAL





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

Budget Office

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

TO: Board of County Commissioners  
FROM: Julie Neburka, Principal Budget Analyst  
DATE: February 3, 2010  
SUBJECT: General Fund Contingency Request of \$20,000 to grant to the United Way of the Columbia-Willamette for temporary funding of the Creston Dental Clinic.

Commissioner Cogen's Office requests \$20,000 from the General Fund contingency to provide "gap" funding for the Creston Dental Clinic, which, absent this request, is likely to close on February 17<sup>th</sup>, 2010. Operated since 1962 by the Assistance League of Portland, the Children's Dental Clinic at Creston Elementary School provides free dental care for impoverished, uninsured Portland Public School students in grades kindergarten through twelfth grade. The Assistance League is no longer able to pay for the clinic's operations and plans to close the clinic in the middle of the month.

The Multnomah Dental Society has taken the lead in creating a non-profit organization to assume the operations of the Creston Dental Clinic. Since clients of the clinic are eligible for the Oregon Health Plan (the Healthy Kids program), once the clinic is established as a non-profit organization it will be able to bill various dental care organizations in the Portland area and thereby support itself. The County's contribution of \$20,000 is intended to fund clinic operations through the next several months as the new organization is created and permanent funding solutions are put in place.

**General Fund Contingency Policy Compliance**

The Budget Office is required to inform the Board if contingency requests submitted for approval satisfy the general guidelines and policies for using the General Fund Contingency.

- Criteria 1 states contingency requests should be for one-time-only purposes. *This request is for temporary funding to cover a "gap" in ongoing operations.*
- Criteria 2 Addresses emergencies and unanticipated situations. *The Assistance League of Portland voted to close the Creston Dental clinic late last fall, well after the County's FY 2010 budget had been adopted. Community partners have been working to maintain the clinic since that time, but did not anticipate a recent decision to close the clinic at an earlier date than had been expected.*
- Criteria 3 addresses items identified in Board Budget Notes. *This request was not identified in the FY 2010 Board Budget Notes.*



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

(revised 12/31/09)

## Board Clerk Use Only

Meeting Date: 02/11/2010  
Agenda Item #: R-7  
Est. Start Time: 10:25 AM  
Date Submitted: 02/27/2010

**Agenda Title:** Approving a Lease of Real Property from American Property Management for Property Located at 2955-2989 NE 172nd Place, Building "E", Gresham, Oregon, and Authorizing County Chair to Execute Appropriate Documents to Complete the Transaction

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

Requested Meeting Date: February 11, 2010  
Amount of Time Needed: 5 mins  
Department: County Management  
Division: Facilities and Property Management  
Contact(s): Carla Bangert  
Phone: 503 988-4128 Ext. 84128 I/O Address: FPM/274  
Presenter(s): Carla Bangert, FPM and Stephen Wright, MCSO

## General Information

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

Approving a lease of real property from American Property Management for property located at 2955-2989 NE 172nd Place, Building "E", Gresham, Oregon, and authorizing County Chair to execute appropriate documents to complete the transaction.

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

For fifteen years, Multnomah County has leased approximately 8,400 square feet of warehouse space at the Banfield Industrial Park for Multnomah County Sheriff Office ("MCSO") use. This space has become too small and no longer suitable for their needs. This lease is scheduled to expire June 30, 2010. MCSO Training has historically used space available, such as Wapato jail and space outside County control on an as-needed basis for all State required training of officers. Facilities and Property Management Division ("Facilities") has located a replacement site known as the Columbia Gorge Corporate Center ("Property") that has approximately 18,150 square feet. The Property address is 2955-2989 NE 172nd Place, Building "E", Gresham, Oregon, is located within the required service area, and fulfills the needs of MCSO Sheriff for both warehouse and training

facilities. Initial lease term is seven years with one 5-yr renewal option. Occupancy is anticipated to be July 1, 2010 with early access for IT installation and fixture and office setup.

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

First year rent and operating expense is estimated at \$157,398. Base rent will be increased three percent (3%) annually. Operating & Maintenance ("O&M") expense will be a flat fee with an annual increase of five percent (5%) per year. Real property taxes will be deducted each year (Jan - June) from the monthly rent payment which will decrease the annual amount owed for O&M. First year real property taxes are estimated at \$0.72 per square foot, which equals an estimated reduction of O&M of \$13,068. The deduction will fluctuate as the assessment fluctuates. MCSO estimated rent savings of approximately \$9,000 the first year based on first year's location expenses minus \$115,000 cost reduction due to vacating space on 3rd floor of the Multnomah Building and minus the \$66,000 cost reduction due to vacating the current MCSO warehouse location. MCSO also anticipates the approximate \$214,000 expense avoidance for Training by having an official "home" rather than the renting of space on an as-needed basis.

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

None

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

City of Gresham required the completion of a Community Service Use Type II review process. That process is now in the final stages of review. The attached lease provides for lease termination should the application be denied.

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**Required Signature**

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Elected Official or  
Department/  
Agency Director:

*Mindy Harris*

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Date: 01/27/2010

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BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

Approving a Lease of Real Property from American Property Management for Property Located at 2955-2989 NE 172 Place, Building "E", Gresham, Oregon, and Authorizing County Chair to Execute Appropriate Documents to Complete the Transaction

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

- a. For fifteen years, Multnomah County has leased approximately 8,400 square feet of warehouse space at the Banfield Industrial Park for Multnomah County Sheriff Office (MCSO) use. This space has become too small and no longer suitable for their needs. This lease is scheduled to expire June 30, 2010. MCSO Training has historically used space available, such as Wapato Jail and space outside County control on an as-needed basis for all State required training of officers.
- b. Facilities and Property Management Division ("Facilities") has located a replacement site known as the Columbia Gorge Corporate Center ("Property") that has approximately 18,150 square feet. The Property address is 2955-2989 NE 172nd Place, Gresham, Oregon, is located within the required service area, and fulfills the needs of MCSO Sheriff for both warehouse and training facilities.
- c. The attached lease has been negotiated with American Property Management for the above referenced Property.
- d. It is in the best interests of the County to lease the Property on the terms and conditions set forth in the attached lease.

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

1. The County Chair is authorized to execute a Lease substantially in conformance with the attached Lease.
2. The County Chair is authorized to execute renewals of the lease and execute amendments to the lease without further Board action.

ADOPTED this 11th day of February 2010.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

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

SUBMITTED BY:  
Mindy Harris, Director, Dept. of County Management



**AMERICAN PROPERTY MANAGEMENT CORP.**

**2154 N.E. Broadway Portland, Oregon 97232**

**Mailing Address: P.O. Box 12127, Portland, Oregon 97212**

**Phone 503-281-7779 Fax 503-460-2616**

***INDUSTRIAL/WAREHOUSE LEASE AGREEMENT***

This Lease, ("LEASE"), dated for reference purposes only,

**January 14, 2010**

is made by and between

**AMERICAN PROPERTY MANAGEMENT CORP. as agent for and on behalf of**

**WESTON INVESTMENT CO. LLC, ("LESSOR"), and**

**Multnomah County, Oregon, ("LESSEE").**

**AMERICAN PROPERTY MANAGEMENT CORP. Account #C-349-5240-03**

LESSOR hereby leases to LESSEE the following:

**2955 NE 172<sup>nd</sup> Place**

consisting of approximately **7,000** square feet of office space and approximately **11,150** square feet

of warehouse space for a total of **18,150** square feet ("Premises")

(as measured from the center of the tenant demising walls)

(This measurement includes a load factor for the building of **0%**)

in **Columbia Gorge Corporate Center, Building "E"** ("Building")

at **2955-2989 NE 172<sup>nd</sup> Place, Gresham, OR 97230**

for a term commencing **July 1, 2010** ("Commencement Date")

and continuing through **June 30, 2017**; ("Expiration Date")

at an initial Base Rental of **\$10,176.50 NNN (U.S.)** per month ("Base Rent") (see Section 27.1)

payable in advance on the first day of each month at

**2154 N.E. Broadway, Suite #200, Portland, Oregon 97232-1561**

commencing **July 1, 2010**.

01/22/09

(1)

LESSOR INITIAL \_\_\_\_\_ LESSEE INITIAL \_\_\_\_\_

LESSOR and LESSEE covenant and agree as follows:

## **1.1 ACCEPTANCE OF LEASED PREMISES**

Except as may be provided for in any exhibit, appendix or rider hereto, occupancy shall be construed to mean that LESSEE expressly acknowledges that it has fully inspected the Premises and accepts the Premises in their present condition. LESSEE further acknowledges LESSOR shall not be responsible for any alterations, improvements or repairs unless by written agreement of the parties, attached to and made a part of this Lease. The Premises square footage is an approximation only and may vary from the actual square footage. Prior to occupancy LESSEE may inspect and measure the Premises to confirm the square footage. Pursuant to the above, however, as of occupancy LESSEE shall be deemed to have accepted the Premises, and will be deemed to have waived any objection to the square footage approximations set forth herein.

The Premises will be field measured after the demising walls are in place (prior to Lease Commencement Date) using the NAIOP Standard of Measurement and the LEASE will be amended if necessary to reflect the adjusted square feet.

## **1.2 EARLY POSSESSION**

If LESSEE occupies the Premises prior to said Commencement Date, such occupancy shall be subject to all provisions of this LEASE, such occupancy shall not advance the Expiration Date, and if LESSEE is open for business, LESSEE shall pay rent for such period at the initial monthly rates set forth above.

## **1.3 TENDER OF POSSESSION**

Lessor will use commercially reasonable efforts to achieve Substantial Completion and tender possession of the Premises to LESSEE on or before the Commencement Date. If LESSOR is unable to achieve Substantial Completion on or before the Commencement Date for any reason, this Lease remains in full force and effect and LESSOR is not liable to LESSEE for any resulting loss or damage; provided, however, that LESSOR will appropriately adjust the Commencement Date and, unless the delay is caused by LESSEE Delay, the Rent Commencement Date.

## **1.4 COMMENCEMENT DATE MEMORANDUM**

Promptly after the Commencement Date, LESSOR will deliver to LESSEE the Commencement Date Memorandum with all blanks properly completed. Within ten (10) days after receipt, LESSEE will execute and deliver the Commencement Date Memorandum to LESSOR. If LESSEE does not timely execute and deliver to LESSOR the Commencement Date Memorandum, LESSOR and any prospective purchaser or encumbrancer may conclusively rely on the information contained in the unexecuted Commencement Date Memorandum LESSOR delivered to LESSEE.

## **1.5 ACCESS PRIOR TO SUBSTANTIAL COMPLETION**

If LESSEE so requests, LESSOR will allow LESSEE limited access to the Premises prior to Substantial Completion to begin installing equipment, fixtures, and cabling. Any such access will be subject to LESSOR'S prior consent in each instance, which consent will not be unreasonably withheld but may be conditioned on LESSEE'S work not interfering with the construction of Tenant's Improvements. Any such use of the Premises is also subject to, and LESSEE must comply with and observe, all applicable Laws and all other terms and conditions of this LEASE. In no event may LESSEE conduct business in the Premises during such early access period. It is expressly understood and agreed that the limited license granted by LESSOR to LESSEE hereunder shall not be deemed to be a grant of possession of the Premises and LESSEE'S obligation to pay Rent shall not commence until the Commencement Date of the LEASE.

## 1.6 DELAYED SUBSTANTIAL COMPLETION

LESSOR agrees to use commercially reasonable efforts to Substantially Complete the Premises by the Commencement Date, subject to delays resulting from Force Majeure and LESSEE Delay. If, despite said efforts, LESSOR is unable to Substantially Complete by such date, LESSOR shall not be subject to liability therefore, nor shall such failure affect the validity of this LEASE. LESSEE shall not, however, be obligated to pay Rent or perform its other obligations until the Commencement Date. If Substantial Completion does not occur within ninety (90) days after the Commencement Date ("Late Delivery Date"), LESSEE may, at its option, by notice in writing given any time after the Late Delivery Date but prior to occurrence of Substantial Completion, state its intention to terminate this LEASE, in which event unless LESSOR achieves Substantial Completion within thirty (30) days after the date of such LESSEE notice, this LEASE shall terminate and the parties to this LEASE shall be discharged from further obligations hereunder. If such written notice is not received by LESSOR within said period, LESSEE'S right to terminate this LEASE shall terminate. Except as otherwise provided, if possession is not tendered to LESSEE by the Late Delivery Date and LESSEE does not terminate this LEASE, any period of rent abatement that LESSEE would otherwise have enjoyed shall continue for a period equal to what LESSEE would otherwise have enjoyed under the terms of this LEASE, but minus any days of delay caused by the acts or omissions of LESSEE. If LESSEE receives any such continuation of rent abatement, then the Term will be extended by the number of days of such continuation. The Late Delivery Date will be extended day for day for delays by reason of LESSEE Delay or Force Majeure. LESSEE'S rights under this section will be LESSEE'S sole and exclusive rights and remedies against LESSOR for any delay in achieving Substantial Completion of the Premises.

## 2.1 RENT PAYMENT

Upon LESSEE'S execution of the LEASE, LESSEE shall pay the Base Rent for the first calendar month of the LEASE term for which rent is payable. LESSEE shall pay the Base Rent for the Premises and any additional charges provided herein without deduction or offset. Rent for any partial month during the lease term shall be prorated to reflect the number of days during the month that LESSEE occupies the Premises based on a thirty (30) day month/360 day year. Rent or any additional charges not paid when due shall bear interest at the rate of one-and-one-half percent (1 1/2%) per month until paid in full. LESSOR may at its option impose a late charge of .10 for each \$1 due or \$50.00, whichever is greater, for rent or other additional charges paid made more than 10 days after its due date in lieu of interest for the first month of delinquency, without waiving any other remedies available for default.

## 2.2 INITIAL MONTHLY RENT BREAKDOWN

Warehouse:	
\$ .31 per useable sq. ft. per month (x) 18,150 useable sq. ft. of warehouse =	\$5,626.50 NNN
Office Surcharge:	
\$ .65 NNN per useable sq. ft. per month (x) 7,000 useable sq. ft. of office =	\$4,550.00 NNN
INITIAL MONTHLY RENT =	\$10,176.50 NNN

## 2.3 ADDITIONAL RENT

Section 27 of this LEASE requires LESSEE to pay LESSEE'S Share of Property Expenses as Additional Rent pursuant to estimates LESSOR delivers to LESSEE. LESSEE will make all such payments in accordance with Section 27.4 without deduction or offset and without LESSOR'S previous demand, invoice or notice for payment. LESSEE will pay all other Additional Rent described in this LEASE within ten (10) days after receiving LESSOR'S invoice for such Additional Rent. LESSEE will make all Additional Rent payments to the same location and in the same manner as LESSEE'S Basic Rent payments.

## 3.1 SECURITY DEPOSIT

Deleted in its entirety.

## 4.1 USE OF PREMISES

LESSEE shall use said demised Premises during the term of this LEASE for the conduct of the following business: **Sheriff's Office warehouse and training facility and related office use of Multnomah County** and for no other purpose whatsoever without LESSOR'S written consent.

The LESSEE will not make any unlawful, improper or offensive use of said Premises; LESSEE will not suffer any strip or waste thereof; LESSEE will not create or permit any objectionable fumes, noise, vibration or odor to escape or to be emitted from said Premises or do anything or permit anything to be done upon or about said Premises in any way tending to create a nuisance; LESSEE will not sell or permit to be sold any spirituous, vinous or malt liquors on said Premises, excepting such as LESSEE may be licensed by law to sell and as may be herein expressly permitted; nor will LESSEE sell or permit to be sold any controlled substance on or about said Premises.

The LESSEE will not allow the leased Premises at any time to fall into such a state of repair or disorder as to increase the fire hazard thereon; LESSEE shall not install any power machinery on said Premises except under the supervision and with the written consent of the LESSOR; LESSEE shall not store gasoline or other highly combustible materials on said Premises at any time; LESSEE will not use said Premises in such a way or for such a purpose that the fire and liability insurance rates for the Building in which said Premises are located is thereby increased or that would prevent the LESSOR to obtain reduced premium rates for long term fire and liability insurance policies. LESSEE shall not conduct any activities that will in any manner degrade or damage the reputation of the Building.

If the Premises herein LEASED are located at street level, then at all times LESSEE shall keep the sidewalks in front of the demised Premises free and clear of ice, snow, rubbish, debris and obstruction; and if the LESSEE occupies the entire Building, LESSEE will not permit rubbish, debris, ice or snow to accumulate on the roof of said Building so as to stop up or obstruct gutters or downspouts or cause damage to said roof, and will hold harmless and protect the LESSOR against any injury whether to LESSOR or to LESSOR'S property or to any other person or property caused by LESSEE'S failure in that regard.

The LESSEE will not overload the floors of said Premises in such a way as to cause any undue or serious stress or strain upon the Building in which said demised Premises are located, or any part thereof, and the LESSOR shall have the right, at any time, to call upon any competent engineer or architect whom the LESSOR may choose, to decide whether or not the floors of said Premises, or any part thereof, are being overloaded so as to cause any undue or serious stress or strain is such as to endanger or injure said Building, or any part thereof, then and in that event the LESSEE agrees immediately to relieve said stress or strain either by reinforcing the Building or by lightening the load which causes such stress or strain in a manner satisfactory to the LESSOR. LESSEE agrees that all activities in the Premises be conducted in a safe manner to comply with all life, fire and safety codes of the City Fire Bureau, and the insurance carrier. LESSEE agrees to maintain the LEASED space in a clean manner at all times, and to perform any cleaning tasks and record keeping of same as requested by any City Fire Bureau, Building owner, or insurance carrier. LESSEE agrees that they will maintain at their expense, all required fire preventions, fire suppressant equipment other than the Building sprinkler systems, as requested or required by the City or the insurance carrier. LESSEE is not allowed to use the space for any spray painting unless they have complied with all City Codes allowing such use and written evidence of compliance has been supplied to the LESSOR, and LESSOR has issued a written authorization to the LESSEE permitting such use. Any hand wood finishing allowed by the City Fire Bureau is to be done in a safe manner and all material stored in approved receptacles. LESSEE agrees that if practical, that upon leaving Premises each day, they will shut off the entire electrical source at the main disconnect in their area.

If the LESSOR is required by City Code or the insurance carrier to add additional fire prevention device of any kind, the LESSEE agrees to pay their proportionate costs based on the square footage amortized over the remaining term of the LEASE, or to vacate the space.

LESSEE shall comply at LESSEE'S own expense with all laws and regulations of any Municipal, County, State, Federal or other public authority, including the Americans with Disabilities Act (ADA), respecting the use of said Premises.

The LESSEE shall regularly occupy and use the demised Premises for the conduct of LESSEE'S business, and shall not abandon or vacate the Premises for more than ten (10) days without written approval of LESSOR.



## 4.2 EQUIPMENT

LESSEE shall install in the Premises only such equipment as is customary for LESSEE'S use and shall not overload the weight capacity of the floors or the capacity of the electrical circuits of the Premises or Building or alter the plumbing or wiring of the Premises or Building. LESSOR must approve, in advance, the location and manner of installing any electrical, heat generating or communication equipment or exceptionally heavy articles. Any additional air conditioning required because of heat generating equipment or special lighting installed by the LESSEE shall be installed and maintained at LESSEE'S expense. LESSOR shall have no obligation to permit the installation of equipment by any telecommunications provider whose equipment is not then servicing the Building.

## 4.3 SIGNS

No signs, banners, awnings, antennas, or other apparatus shall be painted on or attached to the Building or anything placed on any glass or woodwork of the Premises or positioned so as to be visible from outside the Premises without LESSOR'S written approval as to design, size, location and color. All signs installed by LESSEE shall comply with LESSOR'S standards for signs and all applicable codes and ordinances and all signs and sign hardware shall be removed upon termination of this LEASE with the sign location restored to its former state unless LESSOR elects to retain all or any portion thereof. If the Building has a designated sign area and such area has space available then LESSEE may request to have LESSEE'S business name placed on said space at a set rate determined by LESSOR for the set-up and installation.

In the event local codes place an overall sign size restriction on the Building, LESSEE'S Building sign shall not exceed such overall size limit multiplied by the ratio of the area of the Premises divided by the overall area of the Building.

## 4.4 LAWS/PROPERTY RULES

This LEASE is subject and subordinate to all Laws. A copy of the current Property Rules is attached to this LEASE as Exhibit "E". LESSOR may revise the Property Rules from time to time in LESSOR'S reasonable discretion. Relative to the terms of this LEASE dealing with Rules and Regulations, if any LESSOR shall give LESSEE thirty (30) days prior written notice of the adoption of rules and regulations or any changes or additions to existing rules and regulations. All rules and regulations shall be applied to LESSEE'S in a non-discriminatory manner.

## 4.5 COMMON AREA

LESSOR grants LESSEE the non-exclusive right, together with all other occupants of the Property and their agents, employees and invitees, to use the Common Area during the Term, subject to all Laws. LESSOR may, at LESSOR'S sole and exclusive discretion, make changes to the Common Area. LESSOR'S rights regarding the Common Area include, but are not limited to, the right to (a) restrain unauthorized persons from using the Common Area; (b) temporarily close any portion of the Common Area (i) for repairs, improvements or Alterations, (ii) to discourage unauthorized use, (iii) to prevent dedication or prescriptive rights, or (iv) for any other reason LESSOR deems sufficient in LESSOR'S judgment; (c) change the shape and size of the Common Area; (d) add, eliminate or change the location of any improvements located in the Common Area and construct buildings or other structures in the Common Area; and (e) impose and revise Property Rules concerning use of the Common Area, including without limitation any parking facilities comprising a portion of the Common Area, provided LESSOR'S exercise of such rights do not materially impair LESSOR access to or use of the Premises.

## 5.1 UTILITIES AND SERVICES

LESSEE shall be solely responsible for and pay for all charges for all heat, light, water, air conditioning, electricity, gas, telecommunications, cable, garbage service, janitorial service and any other utilities used or consumed in or on the Premises during the existence of this LEASE unless otherwise agreed between LESSOR and LESSEE. LESSEE shall comply with all government laws or regulations regarding the use or reduction of

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use of utilities on the Premises. Interruption of services or utilities shall not be deemed an eviction or disturbance of LESSEE'S use and possession of the Premises, render LESSOR liable to LESSEE for damages, or relieve LESSEE from performance of LESSEE'S obligations under this LEASE, but LESSOR shall take all reasonable steps to correct any interruptions in service. Electrical service furnished will be 110 volts unless different service already exists in the Premises. LESSEE shall provide its own surge protection for power furnished to the Premises.

LESSEE shall be solely responsible for and promptly pay for the removal of all debris, cardboard, all and any other refuse generated in LESSEE'S moving into Premises including the replacement of office furniture and equipment during tenancy and in vacating the Premises. Upon request, LESSOR shall supply LESSEE the name of a recycling company to remove recyclable items. LESSEE shall pay such additional charge in full upon receipt of statement.

## **6.1 LESSOR'S OBLIGATIONS**

LESSOR will keep and maintain in good order, condition and repair, reasonable wear and tear excepted, the (a) exterior surfaces of the exterior walls (excluding windows and plate glass) and roof of Building, (b) structural integrity of the footings, foundations, exterior walls and roof of the Building, (c) Common Area (including all landscaping and parking areas adjacent to the Building), and (d) common utility systems up to boundary of the Premises. LESSEE shall promptly notify LESSOR of the necessity of repairs which LESSEE may have knowledge and for which LESSOR may be responsible under the provisions of this LEASE. LESSOR will also perform any repairs or replacements to the Premises or Property necessitated by Casualty, subject to the provisions of Section 8.1 (Fire or Casualty). Neither Base Rent nor Additional Rent will be reduced, nor will LESSOR be liable, for loss or injury to or interference with LESSEE'S property, profits or business arising from or in connection with LESSOR'S reasonable performance of its obligations under this Section 6.1.

## **6.2 LESSEE'S OBLIGATIONS**

### **6.2.1 Maintenance of Premises**

Except for LESSOR'S obligations described in Section 6.1, LESSEE, at its sole cost and expense, will keep and maintain the Premises in good, clean, sanitary, neat and fully operative condition and repair, reasonable wear and tear excepted. LESSEE'S obligations under this section include, without limitation, maintenance and repair (including replacements) of all: (a) non-structural interior portions, systems and equipment; (b) interior surfaces of exterior walls; (c) interior moldings, partitions and ceilings; (d) slabs, floors and structural columns; (e) windows, plate glass, and doors; and (f) electrical, lighting, mechanical, plumbing, heating and air conditioning systems, facilities, fixtures and components serving the Premises. Any repairs or replacements performed by LESSEE must be at least equal in quality and workmanship to the original work and be in accordance with all Laws. LESSEE will at all times and at LESSEE'S sole cost and expense keep a preventative maintenance and repair contract in force and effect for the heating, air conditioning and ventilation system ("HVAC") serving the Premises. **If LESSEE elects, LESSOR will oversee the preventative maintenance and repair of the HVAC by LESSOR or an outside vendor and bill back the LESSEE. LESSOR is responsible for replacing HVAC unit(s), however, if replacement is due to LESSEE'S negligence or misuse, LESSEE will be responsible for the replacement.** Such contract (including without limitation the schedule and scope of services provided and the identity and capabilities of the contractor) must be acceptable to LESSOR in LESSOR'S reasonable discretion. LESSEE will not commit any nuisance or waste in, on or about the Premises or the Property.

### **6.2.2 LESSEE Damage**

Notwithstanding anything to the contrary in Section 6.1 or elsewhere in this LEASE, if any LESSEE Damage occurs LESSOR may, at LESSOR'S option and in LESSOR'S reasonable discretion, require LESSEE to (a) pay to or reimburse LESSOR for the actual reasonable cost of any repairs or replacements necessitated by such LESSEE Damage which are performed by LESSOR, and/or (b) perform, at LESSEE'S sole cost and expense, any repairs or replacements necessitated by such LESSEE Damage which are not performed by LESSOR. LESSEE is liable to LESSOR for all Claims arising from LESSEE Damage. "LESSEE Damage" means any loss, destruction or damage to the Premises, Property or LESSOR'S Personal Property caused by (a) any

misuse, abuse, neglect, improper maintenance, or unauthorized modifications or Alterations caused or permitted by LESSEE; (b) any negligent, careless, reckless or intentionally wrongful acts, omissions or conduct of LESSEE; or (c) any waste or excessive or unreasonable wear and tear caused or permitted by LESSEE.

### **6.2.3 Alterations Required by Laws**

If any governmental authority requires any Alteration to the Property or the Premises as a result of LESSEE'S particular use of the Premises or as a result of any Alteration to the Premises made by or on behalf of LESSEE or if LESSEE'S particular use of the Premises subjects LESSOR or the Property to any obligation under any Laws, LESSEE will pay the cost of all such Alterations or the cost of compliance, as the case may be. If any such Alterations are Structural, LESSOR will make structural alterations, provided that LESSOR may first require LESSEE to deposit with LESSOR an amount sufficient to pay the cost of the Structural Alterations (including, without limitation, reasonable overhead and administrative cost). If the Alterations are not Structural Alterations, LESSEE will make the Alterations at LESSEE'S sole cost and expense in accordance with Section 35.1.

### **6.2.4 Notice to LESSOR**

If LESSEE believes any maintenance or repair LESSOR is obligated under Section 6.1 to perform is needed at the Property, LESSEE will promptly provide written notice to LESSOR specifying in detail the nature and extent of any condition requiring maintenance or repair. LESSOR will not be deemed to have failed to perform its obligations under Section 6.1 with respect to any maintenance or repair unless LESSEE has provided such timely written notice and LESSOR has had a commercially reasonable time within which to respond to such notice and effect the needed maintenance or repair.

## **6.3 LOCK ALTERATIONS**

The LESSEE shall not alter any lock or install a new or additional lock or bolt on any door of the Premises without prior written consent of the LESSOR. IN the event LESSEE desires to change or modify door locks on the Premises, LESSEE shall notify LESSOR in advance and shall use LESSOR'S authorized locksmith and LESSEE shall bear such cost.

## **7.1 INDEMNITY**

LESSEE shall not allow any liens to attach to the Building or LESSEE'S interest in the Premises as a result of its activities. LESSEE shall indemnify and defend LESSOR from any claim, liability, damage, or loss occurring on the Premises, arising out of any activity by LESSEE, its agents, or invitees or resulting from LESSEE'S failure to comply with any term or condition of this LEASE. LESSOR shall have no liability to LESSEE because of loss or damage caused by the acts or omissions of other tenants of the Building, or by third parties.

Any covenant or obligation herein by LESSEE under this section or any other section of this LEASE (including Section 22.4 "INDEMNIFICATION"); to defend, indemnify or hold harmless the LESSOR shall be subject to provisions of the Oregon Tort Claims Act (OTCA), ORS 30-2600-30.300 and specifically within the financial limits set therein; and required notice of claim shall be subject to the applicable provisions of the OTCA.

## **7.2 INSURANCE**

LESSEE shall carry liability insurance in the amount of no less than \$1,000,000.00 and which insurance shall have an endorsement naming LESSOR and LESSOR'S agent, if any, as an additional insured and covering the liability insured under Paragraph 7.1 of this LEASE. LESSEE shall furnish to LESSOR a certificate evidencing such insurance, which shall state that the coverage shall not be canceled or materially changed without ten (10) days advance written notice to LESSOR and LESSOR'S agent, if any, and a renewal certificate shall be furnished at least ten (10) days prior to expiration of any policy. LESSEE is responsible for their own fire insurance, see Section 8.1.

LESSEE is self insured for the risks for which insurance is required under this paragraph. So long as LESSEE remains self insured, LESSEE shall not be required to provide the insurance required by this paragraph. If requested, LESSEE shall provide to LESSOR a certificate of self-insurance.

## **8.1 FIRE OR CASUALTY**

"Major Damage" means damage by fire or other casualty to the Building or the Premises which causes the Premises or any substantial portion of the Building to be unusable, or which will cost more than 25 percent (25%) of pre-damage value of the Building to repair, or which is not covered by insurance. In case of Major Damage, LESSOR may elect to terminate this LEASE by notice in writing to LESSEE within 60 days after such date. If this LEASE is not terminated following Major Damage, or if damage occurs which is not Major Damage, LESSOR shall promptly restore the Premises to the condition existing just prior to the damage. LESSEE shall promptly restore all damage to tenant improvements or alterations installed or paid by LESSEE or pay the cost of such restoration to LESSOR if LESSOR elects to do the restoration of such improvements. Rent shall be reduced from the date of damage until the date restoration work being performed by LESSOR is substantially complete, with the reduction to be in proportion to the area of the Premises not useable by LESSEE.

## **8.2 WAIVER OF SUBROGATION**

LESSEE shall be responsible for insuring its personal property and trade fixtures located on the Premises. Neither LESSOR nor LESSEE shall be liable to the other for any loss or damage caused by fire, water damage, sprinkler leakage, or any of the risks that are or could be covered by a standard all risk insurance policy with an extended coverage endorsement, or for any business interruption, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

## **9.1 EMINENT DOMAIN**

If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Building or a portion sufficient to render the Premises unsuitable for LESSEE'S use, then either party may elect to terminate this LEASE effective on the date that possession is taken by the condemning authority. Rent shall be reduced for the remainder of the term in an amount proportionate to the reduction in the area of the Premises caused by the taking. All condemnation proceeds shall belong to LESSOR, and LESSEE shall have no claim against LESSOR or the condemnation award because of the taking. **Provided the Lessee as a tenant is entitled to any Relocation Assistance as defined under applicable laws and regulations offered and awarded to Lessee in any eminent domain proceeding.**

## **10.1 ASSIGNMENT AND SUBLETTING**

This LEASE shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns, provided that LESSEE shall not assign its interest under this LEASE or sublet all or any portion of the Premises without first obtaining LESSOR'S consent in writing. This provision shall apply to all transfers by operation of law including but not limited to mergers and changes in control of LESSEE. No assignment or subletting shall relieve LESSEE of its obligation to pay rent or perform other obligations required by this LEASE, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting. LESSOR shall not unreasonably withhold its consent to any assignment, or to subletting provided the subrental rate or effective rental paid by the assignee is not less than the current scheduled rental rate of the Building for comparable space and the proposed LESSEE is compatible with LESSOR'S normal standards for the Building. If LESSEE proposes a subletting or assignment to which LESSOR is required to consent under this paragraph, LESSOR shall have the option of terminating this LEASE and dealing directly with the proposed sublessee or assignee, or any third party. If an assignment or subletting is permitted, any cash profit, or the net value of any other consideration received by LESSEE as a result of such transaction shall be paid to LESSOR promptly following its receipt by LESSEE. LESSEE shall pay any costs incurred by LESSOR in connection with a request for assignment or subletting, including reasonable attorneys' fees.

## 11.1 DEFAULT

Any of the following shall constitute a default by LESSEE under this LEASE:

- (a) LESSEE'S failure to pay rent or any other charge under this LEASE within 10 days after it is due.
- (b) LESSEE'S failure to comply with any other term or condition within 10 days following written notice from LESSOR specifying the noncompliance. If such noncompliance cannot be cured within the 10 day period, this provision shall be satisfied if LESSEE commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible. Time is of the essence in the performance of this LEASE.
- (c) The making by LESSEE of any general assignment or general arrangement for the benefit of creditors; or the filing by or against LESSEE of a petition to have LESSEE adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against LESSEE, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all LESSEE'S assets located at the Premises or of LESSEE'S interest in this LEASE, where possession is not restored to LESSEE within thirty (30) days; or the attachment, execution, or other judicial seizure of substantially all of LESSEE'S assets located at the Premises or of LESSEE'S interest in this LEASE, where such seizure is not discharged within thirty (30) days.
- (d) Assignment or subletting by LESSEE in violation of Paragraph 10.1.
- (e) Vacation or abandonment of the Premises without the written consent of LESSOR.

## 11.2 REMEDIES FOR DEFAULT

In case of default as described in Paragraph 11.1, LESSOR shall have the right to the following remedies, which are intended to be cumulative and in addition to any other remedies provided under applicable law:

- (a) LESSOR may terminate the LEASE and retake possession of the Premises. Following such retaking of possession, efforts by LESSOR to relet the Premises shall be sufficient if LESSOR follows its usual procedures for finding tenants for the space at rates not less than the current rates for other comparable space in the Building. If LESSOR has other vacant space in the Building, prospective tenants may be placed in such other space without prejudice to LESSOR'S claim to damages or loss of rental from LESSEE.
- (b) LESSOR may recover all damages caused by LESSEE'S default which shall include an amount equal to rentals lost because of the default, lease commissions paid for this LEASE, the unamortized cost of any tenant improvements installed by LESSOR to meet LESSEE'S special requirements and the cost of any clean up, refurbishing, lock changes and removal of the LESSEE'S property and fixtures. LESSOR may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. LESSOR may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease. Such damages shall be measured based upon the rent due under this LEASE for the remainder of the term, discounted to the time of judgment at the prevailing interest rate on judgments.
- (c) LESSOR may make any payment or perform any obligation which LESSEE has failed to perform, in which case LESSOR shall be entitled to recover from LESSEE upon demand all amounts so expended, plus interest from the date of the expenditure at the rate of one-and-one-half percent (1 1/2%) per month. Any such payment or performance by LESSOR shall not waive LESSEE'S default.

## 12.1 SURRENDER

On expiration or early termination of this LEASE, LESSEE shall deliver all keys to LESSOR to avoid a minimum lock change charge of \$150.00 per lock and surrender the Premises broom clean and in the same condition as at the commencement date of the term subject only to reasonable wear from ordinary use.

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LESSEE shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property and LESSOR may dispose of it in any manner without liability and LESSEE shall pay a reasonable charge for such removal and disposal. If LESSEE fails to vacate the Premises when required, including failure to remove all its personal property, LESSOR may elect either: (1) to treat LESSEE as a tenant from month to month, subject to all the provisions of this LEASE except that rent shall be one-and-one-half (1 1/2) times the total rent being charged when the lease term expired; or (2) to eject LESSEE from the Premises and recover damages caused by wrongful holdover. During the period of sixty (60) days prior to the Expiration Date of this LEASE, the LESSOR may post on said Premises or in the windows thereof signs of appropriate size notifying the public that the Premises are "For Lease."

## **13.1 REGULATIONS**

LESSOR shall have the right (but shall not be obligated) to make, revise and enforce regulations or policies consistent with this LEASE for the purpose of moving, use of common areas, prohibiting smoking or promoting safety, health, order, economy, cleanliness, and good service to all tenants of the Building. All such regulations and policies shall be complied with as if part of this LEASE.

## **14.1 ACCESS**

During times other than normal Building hours LESSEE'S officers and employees or those having business with LESSEE may be required to identify themselves or show passes in order to gain access to the Building. LESSOR shall have no liability for permitting or refusing to permit access by anyone. LESSOR shall have the right to enter upon the Premises at any time by passkey or otherwise to determine LESSEE'S compliance with this LEASE, to perform necessary services, maintenance and repairs to the Building or the Premises, examine the condition of the Premises, to show the Premises to any prospective tenant or purchasers or for any other lawful purpose. Except in the case of emergency, such entry shall be at such times and in such manner as to minimize interference with the reasonable business use of the Premises by LESSEE.

## **14.2 FURNITURE AND BULKY ARTICLES**

LESSEE shall move furniture and bulky articles in and out of the Building or make independent use of the elevators only at times approved by LESSOR following at least 24 hours' advance written notice to LESSOR of the intended move. Items of 1,000 pounds or greater shall require LESSOR'S approval.

## **15.1 NOTICES**

Notices between the parties relating to this LEASE shall be in writing, effective when delivered, or facsimile, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this LEASE or to such other address as either party may specify by written notice to the other. Notice to LESSEE may always be delivered to the Premises. Rent shall be payable to LESSOR at the LESSOR'S address and in the same manner, but shall be considered paid only when received.

## **16.1 SUBORDINATION**

This LEASE shall be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Building. At LESSOR'S option this LEASE shall be subject and subordinate to any future encumbrance hereafter placed against the Building (including the underlying land) or any modifications of existing encumbrances, and LESSEE shall execute such documents as may reasonably be requested by LESSOR or the holder of the encumbrance to evidence this subordination.

## **16.2 TRANSFER OF BUILDING**

If the Building is sold or otherwise transferred by LESSOR or any successor, LESSEE shall attorn to the purchaser or transferee and recognize it as the LESSOR under this LEASE, and, provided the purchaser assumes all LESSOR obligations hereunder, the transferor shall have no further liability hereunder.

## **16.3 ESTOPPELS**

Either party will within 20 days after written notice from the other execute, acknowledge and deliver to the other party a certificate certifying whether or not this LEASE has been modified and is in full force and effect; whether there are any modifications or alleged breaches by any other party; the dates to which rent has been paid in advance, and the amount of any security deposit, LEASE CONSIDERATION, or prepaid rent; and any other facts that may reasonably be requested. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance, or any ground lessor, LESSEE will agree to give such holder or LESSOR notice of and an opportunity to cure any default by LESSOR under this LEASE.

## **17.1 ATTORNEYS FEES**

**Deleted in its entirety.**

## **18.1 QUIET ENJOYMENT**

LESSOR warrants that so long as LESSEE complies with all terms of this LEASE, it shall be entitled to peaceable and undisturbed possession of the Premises free from any eviction or disturbance by LESSOR. Neither LESSOR nor its managing agent shall have any liability to LESSEE for loss or damages arising out of the acts, including criminal acts of other tenants of the Building or third parties nor any liability for any reason, which exceeds the value of its interest in the Building.

## **19.1 COMPLETE AGREEMENT**

This LEASE and the attached Exhibits and Schedules constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. Neither LESSOR nor LESSEE is relying on any representations other than those expressly set forth herein. There are no implied covenants or other agreements between the parties except as expressly set forth in this LEASE.

## **20.1 CHAIR MATS**

LESSEE shall provide, at LESSEE'S expense, chair mats for all desk rolling chairs within the office portion of the Premises and will be responsible for carpet wear caused by chairs, which could have been avoided by the use of chair mats.

## **21.1 PARKING**

**With the exception of the fenced area described below,** the LESSEE is aware that no assigned parking has been guaranteed and no employee parking rights are hereby granted. LESSOR has sole control of parking and may designate areas for patrons of the property/building and assign LESSEE and employees of the LESSEE to designated parking areas. LESSEE and employees shall park their cars only in these areas designated for the purpose by the LESSOR. LESSEE shall furnish to LESSOR license numbers of vehicles used by the LESSEE and the employees of the LESSEE, and notify LESSOR of any changes within five (5) days. If LESSEE or its employees fail to park their vehicles in designated parking areas, then LESSOR may charge LESSEE twenty dollars (\$20.00) per day per vehicle for each or partial day, in any area other than those designated, or if the area is signed as a towing area, to have the vehicle(s) towed at the LESSOR'S option and at the expense of the LESSEE and its employees. LESSEE agrees that no trucks and/or oversized vehicles will be parked long-term

in front of the Premises. LESSEE agrees to maintain the parking area in front of the Premises clear and free of debris at all times. LESSEE acknowledges and agrees that LESSOR shall not be responsible for the enforcement of any parking rules or regulations in connection with reserved parking spaces contained in this LEASE and/or in the Building rules.

With the exception of the fenced area described below, there shall be no overnight storage of vehicles or trailers in the parking areas or outside of premises. LESSOR may remove vehicle from property and LESSEE shall bear the cost of such removal.

LESSEE will be allowed to fence the parking area to the west of the building where shown on Exhibit "G" at LESSEE'S expense. Fencing will be black chain link fence with black slats at industry standard height and will comply with all applicable city/county codes and regulations. Fencing will not have security wire at the top.

LESSEE may park in their loading areas behind unused loading doors.

## **22.1 COMPLIANCE WITH HAZARDOUS MATERIALS LAWS**

LESSEE will not cause any Hazardous Materials to be brought upon, kept or used on the Property in a manner or for a purpose prohibited by or that could result in liability to LESSOR under any Hazardous Materials Law. LESSEE, at its sole cost and expense, will comply with all Hazardous Materials Laws relating to LESSEE'S use of the Premises. On or before the expiration or earlier termination of this LEASE, LESSEE, at its sole cost and expense, will completely remove from the Property (regardless whether any Hazardous Materials Law requires removal), in compliance with all Hazardous Materials Laws, all Hazardous Materials LESSEE causes to be present in, on, under or about the Property. Upon LESSOR'S written request, LESSEE will promptly deliver to LESSOR documentation acceptable to LESSOR disclosing the nature and quantity of any Hazardous Materials located at the Premises and evidencing the legal and proper handling, storage and disposal of all Hazardous Materials kept at or removed or to be removed from the Premises and/or the Property. So long as such Hazardous Material is introduced by LESSEE or its agent, all such documentation will list LESSEE or its agent as the responsible party and will not attribute responsibility for any such Hazardous Materials to LESSOR or Property Manager.

## **22.2 NOTICE OF ACTIONS**

LESSEE will notify LESSOR of any of the following actions affecting LESSOR, LESSEE or the Property that result from or in any way relate to LESSEE'S use of the Property immediately after receiving notice of the same: (a) any enforcement, clean-up, removal or other governmental or regulatory action instituted, completed or threatened under any Hazardous Materials Law; (b) any Claims made or threatened by any person relating to damage, contribution, liability, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Material; and (c) any reports, records, letters of inquiry and responses, manifests or other documents made by any person, including LESSEE, to or from any environmental agency relating to any Hazardous Material, including any complaints, notices, warnings or asserted violations. LESSEE will also deliver to LESSOR, as promptly as possible and in any event within five (5) Business Days after LESSEE first receives or sends the same, copies of all Claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or LESSEE'S use of the Premises and/or the Property. LESSEE will not take any remedial action in response to the presence of any Hazardous Materials in on, under or about the Property, nor enter into any settlement agreement, consent decree or other compromise with respect to any Claims, relating to or in any way connected with Hazardous Materials in, on, under or about the Property, without first notifying LESSOR of LESSEE'S intention to do so and affording LESSOR reasonable opportunity to investigate, appear, intervene and otherwise assert and protect LESSOR'S interest in the Property.

## **22.3 DISCLOSURE AND WARNING OBLIGATIONS**

LESSEE acknowledges and agrees that all reporting and warning obligations required under Hazardous Materials Laws arising from LESSEE'S use or occupancy of the Premises or Property are LESSEE'S sole responsibility, regardless whether the Hazardous Materials Laws permit or require LESSOR to report or warn.



## 22.4 INDEMNIFICATION

LESSEE releases and will indemnify, protect, defend (with counsel reasonably acceptable to LESSOR) and hold harmless the LESSOR parties from and against any and all Claims whatsoever arising or resulting, in whole or in part, directly or indirectly, from the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials in, on, under, upon or from the Property (including water tables and atmosphere) arising from LESSEE'S use or occupancy of the Premises or Property. LESSEE'S obligations under this section include, without limitation and whether foreseeable or unforeseeable, (a) the costs of any required or necessary repair, compliance, investigations, clean-up, monitoring response, detoxification or decontamination of the Property; (b) the costs of implementing any closure, remediation or other required action in connection therewith as stated above; (c) the value of any loss of use and any diminution in value of the Property and adjacent and nearby properties, including groundwater; and (d) consultants' fees, experts' fees and response costs. The obligations of LESSEE under this Article survive the expiration or earlier termination of the LEASE.

## 22.5 LESSOR PROVISIONS

22.5.1 LESSOR represents and warrants to LESSEE that, to LESSOR'S actual knowledge without independent inquiry, and except as otherwise may be disclosed in any Level One environmental report previously delivered to LESSEE:

1. The Premises, the Building, and the Property are not the subject of any liens, actions, or proceedings relating to Hazardous Substances (as hereinafter defined) or Environmental Laws (as hereinafter defined) and the LESSOR is not a party to any such action or proceeding and the LESSOR has received no notice of any such lien, action or proceeding that is pending or threatened. LESSOR shall use reasonable efforts to notify LESSEE of any subsequent lien, action or proceeding, which may hereinafter be pending or threatened.
2. No Hazardous Substances are or have been located, stored, or disposed on or released or discharged from (including groundwater contamination) the Premises, Building, or Property except in compliance with applicable Environmental Laws;
3. The Premises, Building, and Property and their use and operation currently comply with all federal, state, and local requirements relating to the protection of health and all Environmental Laws, and all necessary permits have been obtained under Environmental Laws;
4. There is no part or ongoing leakage or spillage of Hazardous Substance from gasoline tanks used or owned by other tenants, which are located in the lower levels of the Property or any migration of Hazardous Substance onto neighboring property.

22.5.2 LESSOR shall take or require the taking of all actions necessary to comply with all Environmental Laws affecting the Premises, the Building or the Property, including, without limitation, removal, containment and remedial actions required by any Environmental Laws or any governmental agencies in the enforcement of Environmental Law affecting the Premises, Building, or Property, if both (i) noncompliance with such Environmental Laws would materially adversely affect LESSEE'S use and operation of the Premises and (ii) such compliance is not LESSEE'S responsibility under this Section 22.5. The provisions of this Section 22.5 will not operate to exclude from Operating Expenses any item properly includable therein.

22.5.3 Indemnification

LESSOR shall indemnify LESSEE from and against any and all Claims arising from the presence of Hazardous Materials in, on, under, upon or from the Property caused solely by LESSOR after the Effective Date, or by LESSOR'S failure to comply with Environmental Laws.

## 23.1 MODIFICATION

This LEASE may not be modified except by endorsement in writing attached to this LEASE, dated and signed by all the parties hereto, and LESSOR shall not be bound by any oral or written statement of any servant, agent, or employee modifying this LEASE.

## 24.1 PARTIES AFFECTED

The rights, liabilities and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this LEASE permit, assigns of the parties hereto, and the words "LESSOR" and "LESSEE" and their accompanying verbs or pronouns, wherever used in this LEASE, shall apply equally to all persons, firms, or corporations which may be or become parties hereto.

## 25.1 SECURITY

LESSEE and not LESSOR, is responsible for security of the Premises. Any breach in security of the Premises, common areas, common access doors, and/or elevators shall not constitute an eviction of the LESSEE or relieve LESSEE from any of LESSEE'S obligations under this LEASE. All tenants shall have the responsibility for maintaining the security to common access. LESSOR may modify the type or amount of security measures or services provided to the Building or the Premises at any time without notice.

## 26.1 RIGHT TO RELOCATE

Deleted in its entirety.

## 27.1 BASE RENTAL SCHEDULE

The LESSEE agrees to pay Base Rent per below Schedule:

<u>Base Rental Period</u>	<u>Base Rental Per Month</u>
July 1, 2010 through June 30, 2011	\$10,176.50
July 1, 2011 through June 30, 2012	\$10,481.80
July 1, 2012 through June 30, 2013	\$10,796.25
July 1, 2013 through June 30, 2014	\$11,120.14
July 1, 2014 through June 30, 2015	\$11,453.74
July 1, 2015 through June 30, 2016	\$11,797.35
July 1, 2016 through June 30, 2017	\$12,151.27

## 27.2 PAYMENT OF PROPERTY EXPENSES

LESSEE will pay, as Additional Rent and in the manner this Section 27.2 describes, LESSEE'S Share of Property Expenses for each calendar year of the Term. LESSOR will prorate LESSEE'S Share of Property Expenses for the calendar year in which this LEASE commences or terminates as of the Rent Commencement Date or termination date, as applicable, on a per diem basis based on the number of days of the Term within such calendar year. The Building size is 36,000 square feet. The LESSEE'S prorata share is 50.4%. These charges shall be initially fixed at \$.14 per square foot per month or \$2,541.00 per month and shall be subject to a fixed five percent (5%) increase per year.

## **27.3 PERSONAL PROPERTY TAXES**

LESSEE will pay, prior to delinquency, all taxes charged against LESSEE'S Personal Property. LESSEE will use all reasonable efforts to have LESSEE'S Personal Property taxed separately from the Property. If any of LESSEE'S Personal Property is taxed with the Property, LESSEE will pay the taxes attributable to LESSEE'S Personal Property to LESSOR as Additional Rent.

## **28.1 SMOKING – ENTIRE NON-SMOKING BUILDING**

The Building in which the Premises is located has been designated as an entire NON-SMOKING Building. This includes all areas of the Building, both common areas as well as individual tenant spaces. Thus, smoking in the leased area or common areas within the Building is not permitted.

## **29.1 LIGHT AND AIR**

This LEASE does not grant any rights of access to light and air over the property.

## **30.1 COMMON AREA RESTROOMS**

Deleted in its entirety.

## **31.1 WAIVER**

Any waiver by the LESSOR of any breach of any covenant herein contained to be kept and performed by the LESSEE shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the LESSOR from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

## **32.1 PERSONAL GUARANTEE**

None Required

## **33.1 INTERIOR DESIGN & MODIFICATION**

See Exhibit "B" Space Plan

## **34.1 LESSOR AGREED TENANT IMPROVEMENTS**

See Exhibit "C-1" and "C-2" Interior Space Work Agreement

If any provisions contained in this Exhibit "C-1" and "C-2" Interior Space Work Agreement are inconsistent with any other provisions contained in this LEASE (ie: Exhibit "B" Space Plan), the provisions contained in this Exhibit "C-1" and "C-2" Interior Space Work Agreement shall control.

## **35.1 LESSEE TENANT IMPROVEMENTS OR ALTERATIONS**

- (a) LESSEE shall not make any alterations, additions, or improvements to the Premises, change the color or character of the interior, or install any wall or floor covering without LESSOR'S prior written consent. Any such additions, alterations, or improvements, except for removable machinery and unattached moveable trade fixtures shall at once become part of the realty and belong to LESSOR. LESSOR may at its option require that LESSEE remove any alterations and restore the Premises to the original condition upon termination of this LEASE. LESSOR shall have the right to approve the contractor used by LESSEE for any work in the Premises, and to post notices of nonresponsibility in connection with any work being performed by LESSEE in

the Premises. LESSEE agrees that any Building or fixture modifications within the LESSEE'S Premises that is required to accommodate the LESSEE, employees or invitees of the LESSEE, as required by the Americans with Disabilities Act (ADA), will be at the expense of the LESSEE.

- (b) The LESSOR must review and approve in writing any LESSEE Tenant Improvements or Alterations to the Premises. The LESSOR requests a walk-through with LESSEE and LESSEE'S contractor prior to commencement of any improvements by LESSEE to the Premises.
- (c) The LESSEE shall be responsible for all Tenant Improvements or Alterations to the Premises not performed by the LESSOR and all costs associated with said LESSEE Tenant Improvements or Alterations. Said Tenant Improvements or Alterations are to comply with applicable building (including Americans With Disabilities Act, or ADA) and fire codes and are to be performed by licensed and bonded contractor with a building permit from the City of Portland or the appropriate governmental agency. Prior to the commencement of work, LESSEE'S general contractor shall provide LESSOR proof of insurance indemnifying LESSOR for claims that may arise during the course of Tenant Improvements or Alterations. All tenant improvements performed by LESSEE shall have prior written approval by LESSOR using materials of quality satisfactory to LESSOR. LESSEE shall provide construction drawings, which will be attached to the LEASE as Exhibit "D" and approved by LESSOR in writing prior to commencement of LESSEE tenant improvements.
- (d) The LESSEE will be responsible for all costs associated with LESSEE Tenant Improvements or Alterations.
- (e) LESSEE to appoint one (1) person as a LESSEE representative project manager regarding all LESSEE Tenant Improvement or Alterations coordination. LESSOR will only interface with that person.
- (f) Before commencing any Tenant Improvements or Alterations using LESSEE outside contractors, LESSEE shall notify LESSOR of the expected commencement and completion dates of the LESSEE tenant improvement work. LESSEE shall not permit any mechanics' or materials' liens to be levied against the Premises or the Building for any labor or materials furnished to LESSEE or its agents or contractors; provided, however, that LESSEE shall not be required to pay or otherwise satisfy any claims or discharge such liens so long as LESSEE, in good faith and at its own expense, contests the same or the validity thereof by appropriated proceedings and posts a bond or takes other steps acceptable to LESSOR that stay enforcement of such lien.
- (g) LESSEE agrees that there shall be no occupancy of the Premises by LESSEE until any/all notices of mechanics' liens are removed from the property and LESSOR is in receipt of lien waivers from all trades for LESSEE Tenant Improvements or Alterations.
- (h) Prior to commencement of any LESSEE Tenant Improvements or Alterations to the Premises, LESSOR shall require LESSEE to have their General Contractor provide LESSOR with proof of Performance and Payment bond acceptable to the LESSOR listing LESSOR as an Obligee.
- (i) LESSOR also requires LESSEE'S construction agreement with LESSEE'S general contractor for the Premises to include a waiver of any right to lien against the LESSOR'S property and a statement that the General Contractor's only resource is the LESSEE and not the LESSOR for any payments related to the improvements of the Premises.
- (j) Upon completion of LESSEE'S Tenant Improvements or Alterations per the construction documents (to be attached to LEASE prior to construction start) approved by LESSOR, LESSOR'S inspection of the completed said Tenant Improvements or Alterations, and LESSEE supplying a full set of lien releases.
- (k) All materials shall be installed in a good workmanship manner, and quality.
- (l) All LESSEE Tenant Improvements or Alterations will need to be routed through the Facilities Permit Program with the City of Portland if the Building is located within the city limits of Portland. All associated charges will be billed to the LESSOR and passed through to the LESSEE for payment upon receipt. LESSEE is aware all inspections and associated fees generated by LESSEE or LESSEE'S contractor will be paid by the LESSEE. All reinspections associated with LESSEE'S Tenant Improvements or Alterations will be paid by LESSEE.
- (m) The LESSEE may not occupy the Premises until LESSOR is in receipt of a copy of a Certificate of Occupancy. (This only applies to initial Tenant Improvements).

## 36.1 SITE PLAN

See Exhibit "E" Site Plan

## 37.1 TELEPHONES

LESSEE agrees, at its expense, to provide voice and data wiring to the Premises and appropriate common areas. LESSEE agrees to put any equipment associated with LESSEE'S voice and data system in the Premises. LESSEE agrees that LESSOR shall not be liable for any damages or other liability incurred by LESSEE or any other parties as a result of LESSEE'S wiring the Premises for voice and data or the existing condition of any voice and data wiring or system. LESSEE further agrees to indemnify and hold harmless LESSOR from any and all liability or claims of LESSEE or others arising or resulting from LESSEE'S wiring of the Premises for voice and data communications. The LESSEE agrees to have LESSEE'S voice/data vendor obtain a low voltage permit and coordinate Building access and installation with the LESSOR.

If LESSEE decides to use any of the existing voice and data lines/wiring, the LESSOR will not be responsible for removing any existing voice and data lines/wiring.

## 38.1 CONTINGENCY

- 1) This LEASE is contingent upon the LESSEE obtaining approval from the City of Gresham for their intended use on or before February 28, 2010.
- 2) This LEASE is contingent upon the LESSOR agreeing to the System Development Fees and Traffic Impact Fees associated with the building permit.
- 3) In the event the above contingencies are not removed, the LESSEE agrees to pay LESSOR for the construction drawings prepared in advance by Group Mackenzie, which shall not exceed \$10,000.00

## 39.1 OPTION TO EXTEND

LESSEE shall be entitled to one (1) option to extend this LEASE for a term of five (5) years commencing after the initial lease term expiration at the then prevailing market terms and conditions. LESSEE to provide LESSOR with no less than one hundred eighty (180) days written notice evidencing LESSEE'S exercising of said option to extend prior to the expiration of the initial Lease term. If LESSOR and LESSEE have not fully executed an extension agreement thirty (30) days prior to the expiration of the initial Lease term, this option to extend shall be null and void.

- (a.) LESSEE shall have no right to exercise said Option, notwithstanding any provision in the granting of Option to the contrary; (i) during the period commencing with the giving of any notice of Default under Paragraph 11.1 and continuing until the notice Default is cured or; (ii) during the period of time any monetary obligation due LESSOR from LESSEE is unpaid (without regard to whether notice thereof is given to LESSEE), or (iii) during the time LESSEE is in breach of this LEASE, or (iv) in the event the LESSOR has given to LESSEE three (3) or more notices of separate Defaults during the twelve (12) month period immediately preceding the exercise of said Option, whether or not the Defaults are cured.
- (b.) The Option granted to LESSEE in the LEASE is personal to the original LESSEE named on Page 1 hereof and cannot be voluntarily assigned or exercised by any person or entity other than said original LESSEE while the original LESSEE is in full and actual possession of the Premises and without the intention of thereafter assigning or subletting. The Option herein granted to LESSEE is not assignable, either as part of an assignment of this LEASE or separately or apart therefrom, and no Option may be separated from this LEASE in any manner, by reservation or otherwise.

## **40.1 TAX CLAUSE**

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. The tax savings resulting from the exemption under such statute shall accrue to the benefit of the LESSEE by a reduction in the rent equal to the annual savings caused by the exemption. The amount of the rental offset shall be determined annually in November by multiplying the exemption value to the correct tax rate; this rental offset shall be divided by the number of lease months remaining from November through the next following month of June and applying the reduction to the rental payments due in each of the said lease months.

## **41.1 EXPIRATION OF OFFER**

This offer to lease shall be null and void at the sole option of the LESSOR if not returned to LESSOR signed by LESSEE in an acceptable form to LESSOR and accompanied by appropriate funds by **January 25, 2010**.

In construing of this LEASE, it is understood that the LESSOR or the LESSEE may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine, and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day, the month, and year first hereinbelow written, any corporation signature being by authority of its Board of Directors.

LESSOR:  
AMERICAN PROPERTY MANAGEMENT CORP.  
as agent for and on behalf of WESTON INVESTMENT CO. LLC

(Federal Tax ID# 93-1173413\*)  
\*Lessee need not supply Lessor a Federal 1099 Form  
Address for Notices:  
P.O. Box 12127  
Portland, Oregon 97212-0127

By: \_\_\_\_\_  
Name: Douglas D. Lindholm  
Title: Senior Vice President of Commercial Property

DATE: \_\_\_\_\_

LESSEE: Multnomah County, Oregon

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DATE: \_\_\_\_\_

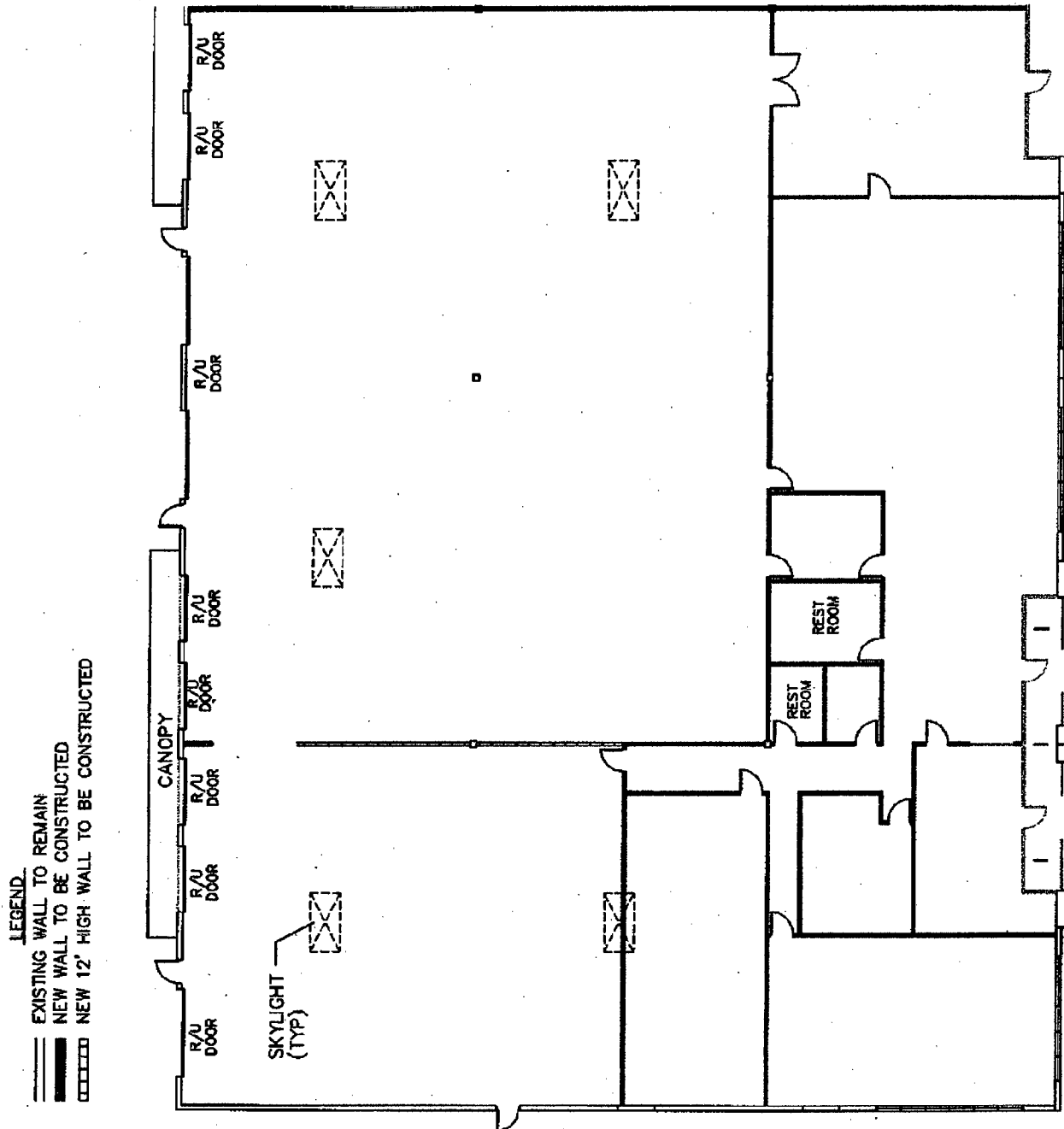
Address for Notices:

\_\_\_\_\_  
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## EXHIBIT "B" SPACE PLAN

Multnomah County, Oregon  
2955 NE 172<sup>nd</sup> Place  
Gresham, OR 97230  
Account #C-349-5420-03



Any changes to this Exhibit "B" Space Plan are subject to LESSOR'S approval. Any changes to this plan shall be at LESSEE'S sole cost and expense, shall not delay Commencement Date, and may delay LESSEE'S occupancy.

If any provision contained in Exhibit "C-1" and "C-2" Interior Space Work Agreement is inconsistent with any other provision contained in this LEASE (ie: Exhibit "B" Space Plan), the provisions contained in Exhibit "C-1" and "C-2" Interior Space Work Agreement shall control.



# EXHIBIT "C-1" INTERIOR SPACE WORK AGREEMENT FOR THE OFFICE PORTION OF THE PREMISES

LESSEE: Multnomah County, Oregon  
ACCOUNT #C-349-5240-03 BUILDING/SUITE #: Columbia Gorge Corporate Center, Building "E"

<u>ITEM</u>	<u>ACCEPTED AS-IS</u>	<u>AGREED IMPROVEMENTS</u>	<u>LESSOR EXPENSE</u>	<u>LESSEE EXPENSE</u>
PAINTING: (Building Standard Color)	_____	Paint walls in the office portion of Premises only. Color to be: _____	<u>  X  </u>	_____
FLOORCOVERING: (Building Standard Direct Glue Down Carpet, Color/Cove Base Color)	_____	Carpet office area only. Color to be: _____ Cove base to be: _____	<u>  X  </u>	_____
VINYL FLOORCOVERING: (Building Standard Vinyl)	_____	Install VCT in kitchen and restrooms only. Color to be: _____ Cove base to be: _____	<u>  X  </u>	_____
LIGHTING: (Building Standard Fixtures and Distribution)	_____	Install building standard lighting in office build out only.	<u>  X  </u>	_____
ELECTRICAL: (Building Standard 110 Volt)	_____	Install one (1) duplex outlet for every 12 lineal feet of new construction in office build out only.	<u>  X  </u>	_____
CEILING: (Building Standard Acoustical Tile)	_____	Install building standard ceiling grid and tiles in office build out only.	<u>  X  </u>	_____
PARTITIONS: (Building Standard Sheetrock)	_____	Build out office area per Exhibit "B" Space Plan.	<u>  X  </u>	_____
DOORS/FRAMES: (Building Standard Quality)	_____	Install building standard doors and doorframes per Exhibit "B" Space Plan.	<u>  X  </u>	_____
LOCKS/HARDWARE: (Building Standard Quality)	_____	Install building standard doors per Exhibit "B" Space Plan.	<u>  X  </u>	_____
RELIGHTS: (Building Standard Interior)	_____	Install building standard relights per Exhibit "B" Space Plan.	<u>  X  </u>	_____
WINDOWCOVERING: (Building Standard Exterior)	<u>  X  </u>	NONE	_____	_____
RESTROOMS:	_____	LESSOR to provide two (2) restrooms using building standard materials based on a layout approved by LESSOR. LESSOR reserves the right to change the location of the restrooms in order to achieve the lowest plumbing cost and highest residual value.	<u>  X  </u>	_____
TELEPHONE: (Building Standard Mud Rings)	<u>  X  </u>	Install one (1) mud ring for every 12 lineal feet of new construction in office build out only.	_____	_____

If LESSEE is modifying the existing space layout, or expanding their Premises, it is understood and agreed that all Lessor Agreed Tenant Improvement work may be performed during normal business hours and will not be deemed as an interruption of LESSEE'S business and that AMERICAN PROPERTY MANAGEMENT CORP. assumes no liability for damage to any existing hidden electrical located in the walls, ceiling and/or floors (i.e., electrical for phones, fax, computers, office equipment, etc.) that is not indicated on this agreement and brought to the attention of AMERICAN PROPERTY MANAGEMENT CORP. prior to the office remodel or is not equipped with an appropriate power surge protection device. If any provisions contained in this Exhibit "C-1" Interior Space Work Agreement are inconsistent with any other provisions contained in this LEASE (ie: Exhibit "B" Space Plan), the provisions contained in this Exhibit "C-1" Interior Space Work Agreement shall control.

# EXHIBIT "C-2" INTERIOR SPACE WORK AGREEMENT FOR THE WAREHOUSE PORTION OF THE PREMISES

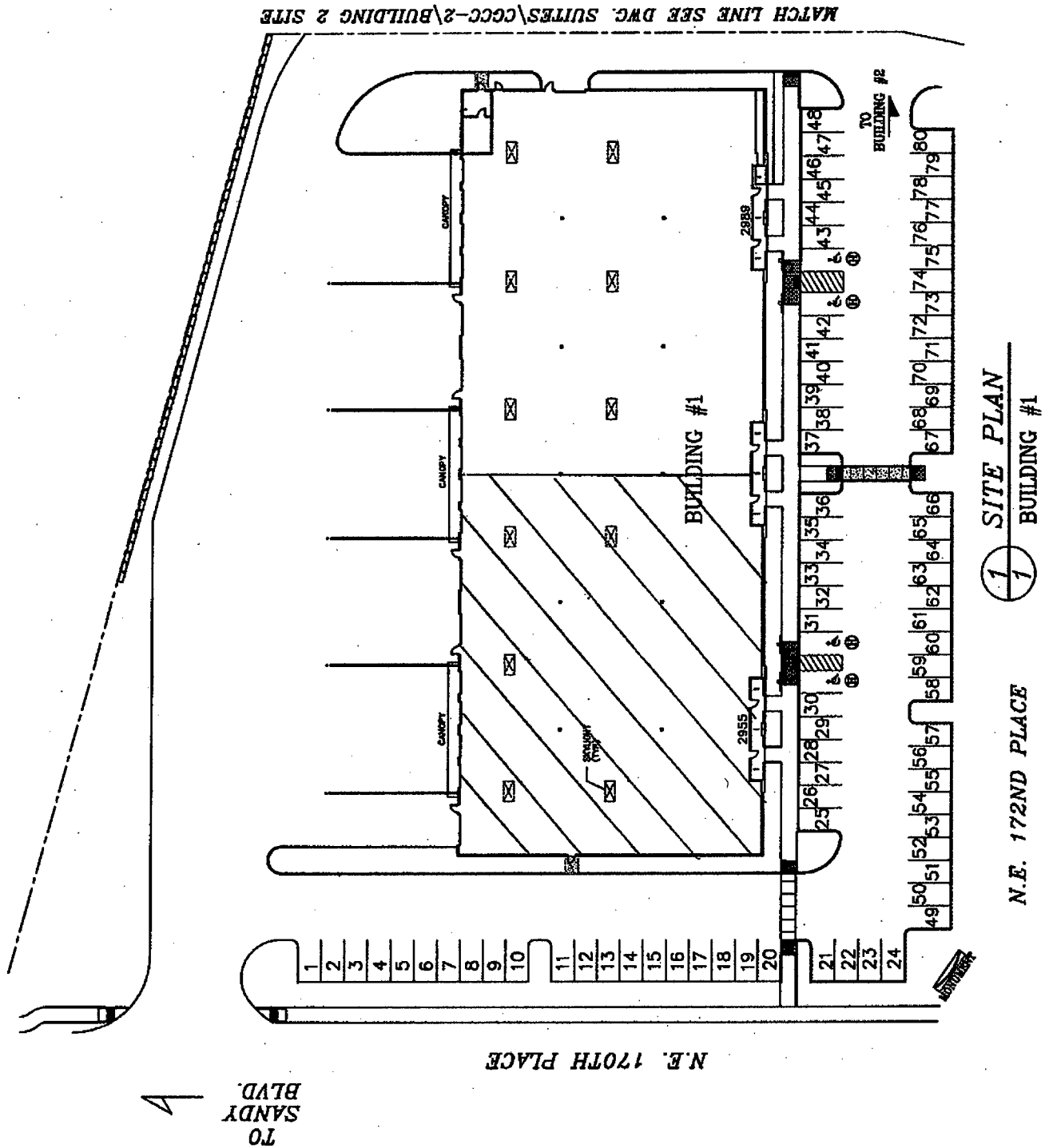
LESSEE: Multnomah County, Oregon  
ACCOUNT #C-349-5240-03 BUILDING/SUITE #: Columbia Gorge Corporate Center, Building "E"

<u>ITEM</u>	<u>ACCEPTED AS-IS</u>	<u>AGREED IMPROVEMENTS</u>	<u>LESSOR EXPENSE</u>	<u>LESSEE EXPENSE</u>
PAINTING: (Building Standard Color)	<u>X</u>	NONE	_____	_____
FLOORCOVERING: (Building Standard Direct Glue Down Carpet, Color/Cove Base Color)	<u>X</u>	NONE	_____	_____
VINYL FLOORCOVERING: (Building Standard Vinyl)	<u>X</u>	NONE	_____	_____
LIGHTING: (Building Standard Fixtures and Distribution)	_____	LESSOR to provide industrial hanging fluorescent light fixtures based on a mutually agreed layout.	<u>X</u>	_____
ELECTRICAL: (Building Standard 110 Volt)	_____	LESSOR to provide a 200-amp electrical service of 277-480 volt. LESSOR shall not be responsible for any distribution of electrical throughout the warehouse.	<u>X</u>	_____
CEILING: (Building Standard Acoustical Tile)	<u>X</u>	NONE	_____	_____
PARTITIONS: (Building Standard Sheetrock)	<u>X</u>	NONE	_____	_____
DOORS/FRAMES: (Building Standard Quality)	<u>X</u>	NONE	_____	_____
LOCKS/HARDWARE: (Building Standard Quality)	_____	LESSOR to provide 10 entry door keys.	<u>X</u>	_____
RELIGHTS: (Building Standard Interior)	<u>X</u>	NONE	_____	_____
WINDOWCOVERING: (Building Standard Exterior)	<u>X</u>	NONE	_____	_____
TELEPHONE:	<u>X</u>	NONE	_____	_____
REZNOR HEATER:	_____	LESSOR to provide reznor heaters to the warehouse for freeze protection only.	<u>X</u>	_____
EXISTING VOICE AND DATA LINES:	<u>X</u>	Remove all existing voice and data lines/wiring. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	_____	_____

If LESSEE is modifying the existing space layout, or expanding their Premises, it is understood and agreed that all Lessor Agreed Tenant Improvement work may be performed during normal business hours and will not be deemed as an interruption of LESSEE'S business and that AMERICAN PROPERTY MANAGEMENT CORP. assumes no liability for damage to any existing hidden electrical located in the walls, ceiling and/or floors (i.e., electrical for phones, fax, computers, office equipment, etc.) that is not indicated on this agreement and brought to the attention of AMERICAN PROPERTY MANAGEMENT CORP. prior to the office remodel or is not equipped with an appropriate power surge protection device. If any provisions contained in this Exhibit "C-2" Interior Space Work Agreement are inconsistent with any other provisions contained in this LEASE (ie: Exhibit "B" Space Plan), the provisions contained in this Exhibit "C-2" Interior Space Work Agreement shall control.

# EXHIBIT "E" SITE PLAN

Multnomah County, Oregon  
2955 NE 172<sup>nd</sup> Place  
Gresham, OR 97230  
Account #C-349-5420-03



The above Floor Plan is meant to show the approximate location of the Premises in relation to the rest of the floor only. It may not show an accurate as-built drawing and is not meant for tenant improvement purposes.

## EXHIBIT "F" PROPERTY RULES

Multnomah County, Oregon

2955 NE 172<sup>nd</sup> Place

Gresham, OR 97230

Account #C-349-5420-03

The following Property Rules apply to and govern Tenant's use of the Premises and Property. Capitalized terms have the meanings given in the Lease, of which these Property Rules are a part. Tenant is responsible for all Claims arising from any violation of the Property Rules by Tenant.

1. No awning or other projection may be attached to the outside walls of the Premises or Property. No curtains, blinds, shades or screens visible from the exterior of the Premises may be attached to or hung in, or used in connection with, any window or door of the Premises without the prior written consent of Landlord. Such curtains, blinds, shades, screens or other fixtures must be of a quality, type, design and color, and attached in a manner, approved by Landlord in writing.
2. No sign, lettering, picture, notice or advertisement which is visible from the exterior of the Premises or Property may be installed on or in the Premises without Landlord's prior written consent, and then only in such manner, character and style as Landlord may have approved in writing.
3. Tenant will not obstruct sidewalks, driveways, parking areas or any other Common Area in and about the Property used in common with other tenants.
4. Tenant will not create or allow obnoxious or harmful fumes, odors, smoke or other discharges which may be offensive to the other occupants of the Property or neighboring properties, or otherwise create any nuisance.
5. The Premises may not be used for cooking (as opposed to heating of food), lodging, sleeping or for any immoral or illegal purpose.
6. Tenant will not make excessive noises, cause disturbances or vibrations or use or operate any electrical or mechanical devices or other equipment that emit excessive sound or other waves or disturbances or which may be offensive to the other occupants of the Property, or that may unreasonably interfere with the operation of any device, equipment, computer, video, radio, television broadcasting or reception from or within the Property or elsewhere.
7. Tenant assumes full responsibility for protecting its space from theft, robbery and pilferage, which includes keeping valuable items locked up and doors locked and other means of entry to the Premises closed and secured after business hours and at other times the Premises is not in use.
8. Unless, expressly permitted by Landlord, no additional locks or similar devices may be attached to any door or window and no keys other than those provided by Landlord may be made for any door. If more than two keys for one lock are desired by the Tenant, Landlord will provide the same upon payment by the Tenant. Upon termination of this Lease or of Tenant's possession, Tenant will surrender all keys of the Premises and will explain to Landlord all combination locks on safes, cabinets and vaults.
9. If Tenant installs satellite dishes, antennae or similar equipment, Tenant will first obtain Landlord's written approval, and comply with Landlord's instructions in their installation.
10. The water and wash closets, drinking fountains and other plumbing fixtures will not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, coffee grounds or other substances may be thrown therein.
11. Tenant will not overload any utilities serving the Premises.
12. All loading, unloading, receiving or delivery of goods, supplies, furniture or other items will be made only through entryways provided for such purposes. No deliveries may be made which unreasonably impede or interfere with other tenants or the operation of the Property.
13. Canvassing, soliciting, and peddling in or about the Property is prohibited and Tenant will cooperate to prevent the same.
14. Tenant will store all its trash and garbage in proper receptacles or other facilities for such purpose located in the areas designated therefor by Landlord.
15. Tenant will comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.
16. Tenant will not park or permit parking in any areas designated by Landlord for parking by visitors to the Property or for the exclusive use of tenants or other occupants of the Property.
17. Parking stickers or any other device or form of identification supplied by Landlord as a condition of use of the parking facilities will remain the property of Landlord. Such parking identification device must be displayed as requested and may not be mutilated or obstructed in any manner.

## EXHIBIT "F" PROPERTY RULES (continued)

Multnomah County, Oregon

2955 NE 172<sup>nd</sup> Place

Gresham, OR 97230

Account #C-349-5420-03

Such devices are not transferable and any device in the possession of an unauthorized holder will be void. Landlord may charge a fee for parking stickers, cards or other parking control devices supplied by Landlord.

18. Parking is prohibited (a) in areas not striped for parking; (b) in aisles; (c) where "no parking" signs are posted; (d) on ramps; (e) in cross-hatched areas; (f) in loading areas; and (g) in such other areas as may be designated by Landlord.
19. All responsibility for damage, loss or theft to vehicles and the contents thereof is assumed by the person parking their vehicle.
20. Landlord reserves the right to refuse parking identification devices and parking rights to Tenant or any other person who fails to comply with the Property Rules applicable to the parking areas. Any violation of such rule will subject the vehicle to removal, at such person's expense.
21. Tenant will be responsible for the observance of all of the Property Rules by Tenant (including, without limitation, all employees, agents, clients, customers, invitees and guests).
22. Landlord may, from time to time, waive any one or more of these Property Rules for the benefit of Tenant or any other tenant, but no such waiver by Landlord shall be construed as a continuing waiver of such Building Rule(s) in favor of Tenant or any other tenant, nor prevent Landlord from thereafter enforcing any such Building Rule(s) against Tenant or any or all of the tenants of the Property.
23. These Property Rules are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the other terms, covenants, agreements and conditions of the Lease. In the event of any conflict between these Property Rules and any express term or provision otherwise set forth in the Lease, such other express term or provision of the Lease is controlling.

\*Tenant = LESSEE

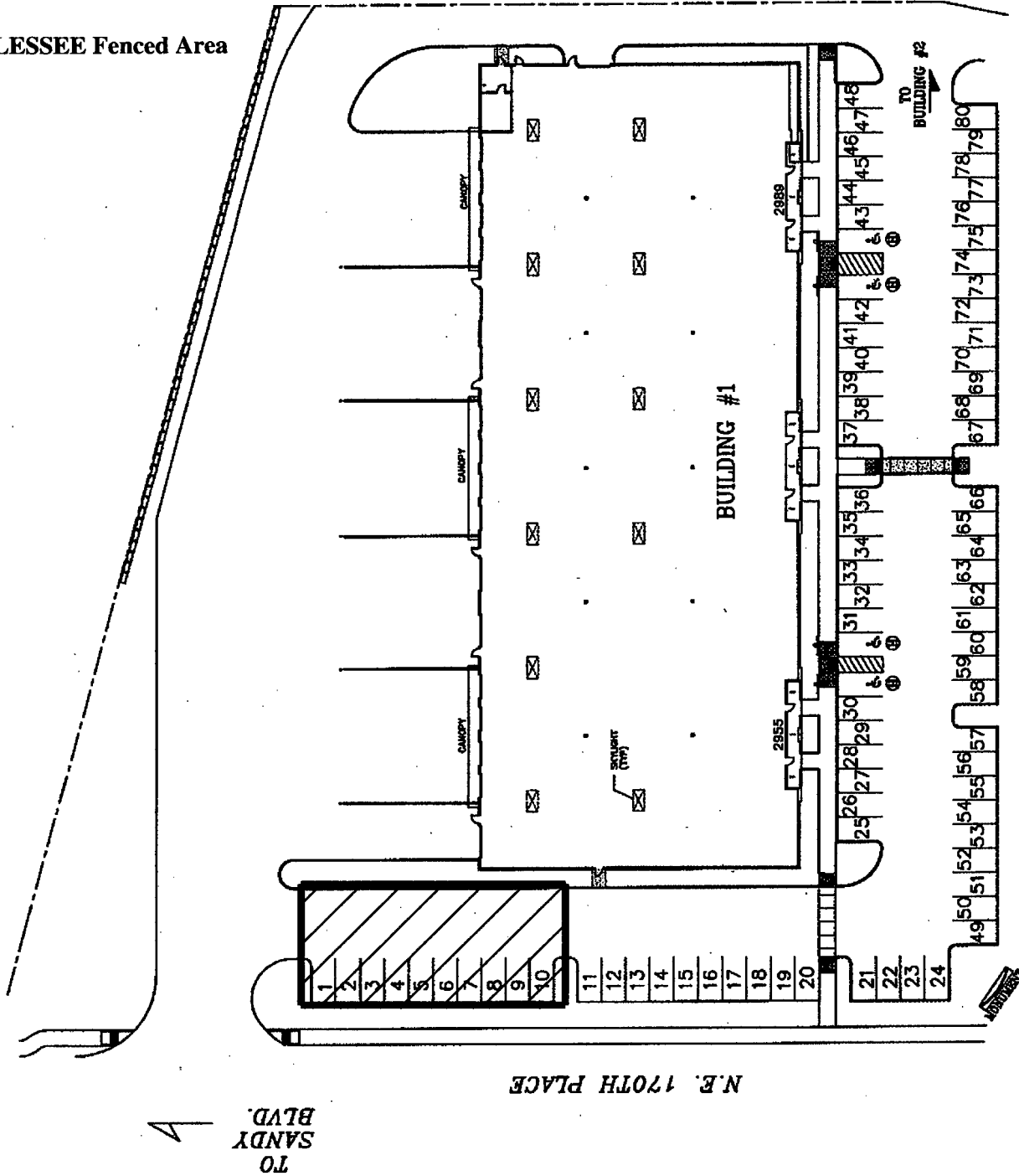
Landlord = LESSOR

# EXHIBIT "G" PARKING

Multnomah County, Oregon  
 2955 NE 172<sup>nd</sup> Place  
 Gresham, OR 97230  
 Account #C-349-5420-03

MATCH LINE SEE DWG. SUITES\CCCC-2\BUILDING 2 SITE

 = LESSEE Fenced Area





# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST BUDGET MODIFICATION

(revised 12/31/09)

APPROVED: MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-8 DATE 02/11/2010  
DEBORAH L. BOGSTAD, BOARD CLERK

## Board Clerk Use Only

Meeting Date: 02/11/2010  
Agenda Item #: R-8  
Est. Start Time: 10:30 AM  
Date Submitted: 01/26/2010

## BUDGET MODIFICATION: PROJECT REALLOCATION: FPM 10-05

**Agenda** BUDGET MODIFICATION Reallocation of Facilities Capital Project Funds  
**Title:** FPM 10-05, Justice Center Cooling Tower Replacement

*Note: For all other submissions (i.e. Notices of Intent, Ordinances, Resolutions, Orders or Proclamations) please use the APR short form.*

<b>Requested Meeting Date:</b>	<u>February 11, 2010</u>	<b>Amount of Time Needed:</b>	<u>5 mins</u>
<b>Department:</b>	<u>County Management</u>	<b>Division:</b>	<u>FPM</u>
<b>Contact(s):</b>	<u>John Lindenthal, Alan Proffitt, Larry Whitney</u>		
<b>Phone:</b>	<u>503-988-4213</u>	<b>Ext.</b>	<u>84213</u>
		<b>I/O Address:</b>	<u>274/1</u>
<b>Presenter(s):</b>	<u>John Lindenthal</u>		

## General Information

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

Requested action is to reallocate \$325,000 remaining from the Justice Center Domestic Water Piping budget (CP08.10.21) along with an additional \$75,000 from other sources to a new Justice Center Cooling Tower replacement project.

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

Cooling Tower #2, the main Tower that provides cooling to the majority of the Justice Center is in catastrophic failure mode, the Bearings and Fan Drive Shaft on one side of the split system tower are worn out, and repairs must be completed by early Spring, or before outside temperatures rise above 55 degrees on a regular basis, because in the current condition the system will not be able to provide sufficient cooling for the demand that warm weather will place on it.

This change is within FY10 program offer #72071. Program impact is the reallocation of resources

Emarked to  
Orleans



(funds) from a planned project to upgrade the plumbing system in this building to an immediate need project because the cooling tower is failing.

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

Fiscal year FY10: No overall fiscal impact. Transfer \$400,000 budget expenditure authority from the following projects. Justice Center Domestic Water Project (CP08.10.21) 325,000; Kelly Building installation of a 4<sup>th</sup> Liebert unit (CP08.10.28) - \$30,000; Walnut Park Roof Re-Coating (CP08.09.33) \$26,000; Mead Fire Escape Repairs (CP08.09.44) – 19,000 to Justice Center Cooling Tower Replacement.

Funding for the Justice Center Domestic Water Project is being reallocated to the higher priority Cooling Tower project. The Justice Center Domestic Water Project will be reprogrammed in the 5-yr Capital plan.

The budgeted Kelly Building 4th Liebert unit is now unnecessary due to a change in building conditions.

The Walnut Park Roof project and the Mead Building Fire Escape project are completed and came in under budget.

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

None.

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

None.

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## ATTACHMENT A

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### Budget Modification

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

- What revenue is being changed and why? If the revenue is from a federal source, please list the Catalog of Federal Assistance Number (CFDA).

None.

- What budgets are increased/decreased?

No budget change except at project level.

- What do the changes accomplish?

N/A

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

No.

- If a grant, is 100% of the central and department indirect recovered? If not, please explain why.

N/A

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

N/A

- If a grant, what period does the grant cover? When the grant expires, what are funding plans? Are there any particular stipulations required by the grant (i.e. cash match, in kind match, reporting requirements etc)?

N/A

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

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## ATTACHMENT B

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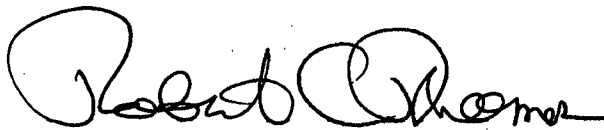
### BUDGET MODIFICATION - PROJECT REALLOCATION - FPM 10-05

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#### Required Signatures

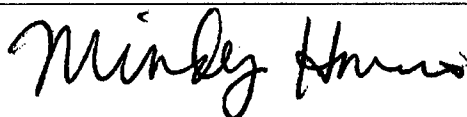
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Facilities and  
Property  
Management  
Director:



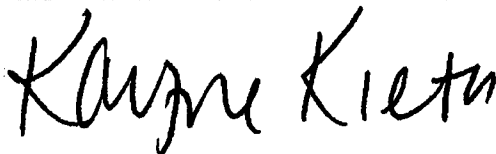
Date: 01/22/2010

Chief Financial  
Officer:



Date: 01/22/2010

Budget Director:



Date: 01/22/2010

Budget Modification ID: **FPM10-05****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2010

Line No.	Fund Center	Fund Code	Program Offer #	Func. Area	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
						Cost Center	WBS Element						
1	72-50	2507	72071				CP08.10.71	60530	0	(400,000)	(400,000)		Cooling Tower Replacement B119
2	72-50	2507	72071				CP08.10.21	60530	(350,000)	(25,000)	325,000		Domestic Water Pipes Co/City
3	72-50	2507	72071				CP08.10.28	60530	(30,000)	0	30,000		Kelly Bldg 4th Liebert unit
4	72-50	2507	72071				CP08.09.33	60530	(118,390)	(92,390)	26,000		Roof Re-Coating & Parapet Caps
5	72-50	2507	72071				CP08.09.44	60530	(67,500)	(48,500)	19,000		Fire Escape Repairs B161
6										0			
7										0			
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											0	0	GRAND TOTAL



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST BUDGET MODIFICATION

(Revised 12/31/09)

APPROVED: MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-9 DATE 02/11/2010  
EBORAH L. BOGSTAD, BOARD CLERK

## Board Clerk Use Only

Meeting Date:	<u>02/11/2010</u>
Agenda Item #:	<u>R-9</u>
Est. Start Time:	<u>10:35 AM</u>
Date Submitted:	<u>01/29/2010</u>

## BUDGET MODIFICATION: PROJECT REALLOCATION: FPM 10-06

<b>Agenda Title:</b>	<b>BUDGET MODIFICATION Reallocation of Facilities Capital Project Funds FPM 10-06, Building System Emergency Repair (BSER) Mini-Fund</b>
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*Note: For all other submissions (i.e. Notices of Intent, Ordinances, Resolutions, Orders or Proclamations) please use the APR short form.*

<b>Requested Meeting Date:</b>	<u>February 11, 2010</u>	<b>Amount of Time Needed:</b>	<u>5 mins.</u>
<b>Department:</b>	<u>County Management</u>	<b>Division:</b>	<u>FPM</u>
<b>Contact(s):</b>	<u>John Lindenthal, Alan Proffitt,</u>		
<b>Phone:</b>	<u>503-988-4213</u>	<b>Ext.</b>	<u>x84213</u>
	<b>I/O Address:</b>		<u>274/1</u>
<b>Presenter(s):</b>	<u>John Lindenthal</u>		

## General Information

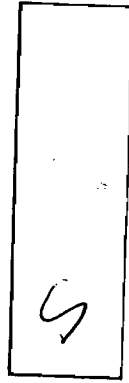
### 1. What action are you requesting from the Board?

Requested action is to add \$137,000 to the FY10 Building System Emergency Reserve Mini-Fund (CP08.10.04). This will change the total FY10 budget authorization from \$500,000 to \$637,000.

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

The Building System Emergency Reserve mini-fund is funded each year to respond to unanticipated breakages and system failures in Tier 2 buildings. There has been quite a draw on the fund this budget year including a boiler replacement at Title Wave Bookstore and current failure of the emergency generator at the Courthouse. These two emergency projects and others have used up all available funds in the mini-fund. This action will allow the Courthouse generator failure to be fully funded and allow some funding for the rest of the fiscal year in this mini-fund.

This change is within FY10 program offer #72071. Program impact is the reallocation of resources



(funds) from a planned project to upgrade the Air Handling Unit at Title Wave Bookstore to an immediate need project because the Courthouse emergency generator has failed.

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

Fiscal year FY10: No overall fiscal impact. Transfer \$137,000 budget expenditure authority from the following projects. Title Wave Replace AHU / Investigate cooling option (CP08.10.29) 100,000; Justice Center Eyebrow Roofs (CP08.08.60) - \$17,000; Walnut Park Roof Re-Coating (CP08.09.33) \$10,000; Justice Center Toilets-Electronic Controllers Replacements (CP08.08.14) - 10,000 to Building System Emergency Reserve Mini-Fund.

The Tile Wave Replace AHU project is being reallocated to the higher priority Courthouse Generator project. This project will be reprogrammed in the 5-yr Capital plan.

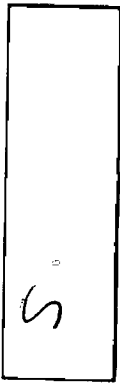
The Walnut Park Roof project, Justice Center eyebrow roof project, and Justice Center Toilet Controllers are completed and came in under budget.

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

None.

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

None.



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## ATTACHMENT A

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### Budget Modification

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

- What revenue is being changed and why? If the revenue is from a federal source, please list the Catalog of Federal Assistance Number (CFDA).

None.

- What budgets are increased/decreased?

No budget change except at project level.

- What do the changes accomplish?

N/A

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

No.

- If a grant, is 100% of the central and department indirect recovered? If not, please explain why.

N/A

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

N/A

- If a grant, what period does the grant cover? When the grant expires, what are funding plans? Are there any particular stipulations required by the grant (i.e. cash match, in kind match, reporting requirements etc)?

N/A

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

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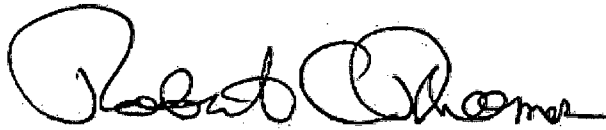
### BUDGET MODIFICATION: PROJECT REALLOCATION - FPM 10-06

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#### Required Signatures

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**Facilities and  
Property  
Management  
Director:**



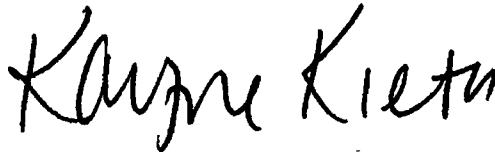
**Date:** 01/28/2010

**Chief Financial  
Officer:**



**Date:** 01/28/2010

**Budget Director:**



**Date:** 01/28/2010

Budget Modification ID: **FPM10-06****EXPENDITURES & REVENUES**

Budget/Fiscal Year: 2010

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

Line No.	Fund Center	Fund Code	Program #	Func. Area	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
						Cost Center	WBS Element						
1	72-50	2507	72071	60			CP08.10.04	60530	(500,000)	(637,000)	(137,000)		Building System Emergency Repair
2	72-50	2507	72071	60			CP08.08.14	60530	(109,193)	(99,193)	10,000		Toilets-Electronic Control
3	72-50	2507	72071	60			CP08.08.60	60530	(43,582)	(26,582)	17,000		JC-Eyebrow Roofs
4	72-50	2507	72071	60			CP08.10.29	60530	(120,000)	(20,000)	100,000		Replace AHU / Investigate cooling options
5	72-50	2507	72071	60			CP08.09.33	60530	(118,390)	(108,390)	10,000		Roof Re-Coating & Parapet Caps
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# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST BUDGET MODIFICATION

(Revised 12/31/09)

APPROVED: MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-10 DATE 02/11/2010  
DEBORAH L. BOGSTAD, BOARD CLERK

## Board Clerk Use Only

Meeting Date:	<u>02/11/2010</u>
Agenda Item #:	<u>R-10</u>
Est. Start Time:	<u>10:40 AM</u>
Date Submitted:	<u>01/28/2010</u>

## BUDGET MODIFICATION: HD-10 -22

**BUDGET MODIFICATION HD-10-22 Requesting Approval to Carryover**  
**Agenda \$288,870 in Grant Funds and to Appropriate \$25,000 in New Grant Award for the**  
**Title: Health Department's Regional Emergency Preparedness Program**

*Note: For all other submissions (i.e. Notices of Intent, Ordinances, Resolutions, Orders or Proclamations) please use the APR short form.*

Requested Meeting Date:	<u>11 February 2010</u>	Amount of Time Needed:	<u>5 Minutes</u>
Department:	<u>Health Department</u>	Division:	<u>Director's Office</u>
Contact(s):	<u>Lester A. Walker – Budget and Finance Manager</u>		
Phone:	<u>503-988-3663</u>	Ext.	<u>26457</u>
	I/O Address:		<u>167/2/210</u>
Presenter(s):	<u>Kathryn Richer and Zumana Rios</u>		

## General Information

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

Request approval to carryover \$38,252 in grant funding from State Department of Human Services (DHS); \$250,618 in grant funding from the Centers for Disease Control and Prevention (CDC); and to appropriate \$25,000 in grant funding from the Oregon Association of Hospitals and Health Systems (OAHHS) to support the Health Department's Regional Health System Emergency Preparedness Program.

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

Oregon is divided into seven regions for purposes of hospital/health system preparedness for emergencies. Multnomah County is part of Region 1 which also includes Clackamas, Washington, Columbia, Clatsop, and Tillamook counties. In 2004 Multnomah County was designated as the Regional Lead Agency (RLA) to coordinate and provide staff support for hospital/health system

Emailed to  
Presenters

preparedness activities.

Carryover of the \$38,252 in State DHS grant funds allows the continuation of support and coordination of our regional planning process among public and private health sector partners. It is anticipated this funding will continue through FY 2012.

Carryover of the \$250,618 in CDC funds will continue to pay for staff, procure necessary materials and services, pass through of funds to participating partner agencies, and usual County indirect and internal services costs. The Centers for Disease Control and Prevention (CDC) grant will expand on the federally-funded work currently being performed by the Health Department via the Health Preparedness Organization. The grant award allows the Health Department to coordinate the design of a community system for maintaining a wide range of ethically appropriate essential health services under the extreme challenges presented by a severe influenza pandemic. The development of such a community system is both a logical next step in hospital/health system preparedness planning, and is also crucial in weaving together previously developed response capacities.

New grant funds of \$25,000 from the Oregon Association of Hospitals and Health Systems (OAHHS) will support regional Medical Reserve Corps units in capacity building, sustainability, training, and regionalization.

This increase in funding affects Program Offer #40005-Public Health and Regional Health Systems Emergency.

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

Approval of this budget modification will increase the Health Department's federal/state FY 2010 budget by \$313,870.

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

None.

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

The current direction of this program reflects the established framework and process that has the consensus of key public and private parties in local health emergency preparedness and has proven to be successful. Representatives from all hospitals and public health departments in Clackamas, Clatsop, Columbia, Multnomah, Tillamook and Washington Counties in Oregon, and Clark County in Washington continue to be included in the operation of this program. Additional partners include representatives from Oregon DHS, medical and other health professional societies, Coalition of Community Clinics, Behavioral Health Response Planners, Ethnic Community Representatives and Non-Governmental Organizations, Fire/EMS agencies, Ethicists, and Oregon Association of Hospitals and Health Systems.

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## ATTACHMENT A

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### Budget Modification

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

- What revenue is being changed and why? If the revenue is from a federal source, please list the Catalog of Federal Assistance Number (CFDA).

The Health Department's federal/state revenue budget will increase by \$313,870 in FY 2010 as a result of the work performed under these grants.

The revenue received as a result of this budget modification will affect the following CFDA numbers:

- 93.889: National Bioterrorism Hospital Preparedness Program
- 93.069: Public Health Emergency Preparedness
- What budgets are increased/decreased?

As a result of this budget modification, the Health Department's budget will have the following changes:

- Temporary budget will increase by \$20,919
- Non Base Fringe budget will increase by: \$4,052
- Non Base Insurance budget will increase by: \$3,233
- Professional Services budget will increase by: \$198,281
- Printing budget will increase by: \$5,425
- Rental budget will increase by: \$12,110
- Supplies budget will increase by: \$39,629
- Travel & Training budget will increase by: \$2,834
- Local Travel/Mileage budget will increase by: \$450
- Central Indirect budget will increase by: \$7,807
- Department Indirect budget will increase by: \$19,030

Internal Services Motor Pool will increase by: \$100

- What do the changes accomplish?
  - Continued support and coordination of the regional planning process among public and private health sector partners.
  - Continue to fund staff, procure necessary materials and services, and pass through of funds to participating partner agencies
  - Support regional Medical Reserve Corps units in capacity building, sustainability, training, and regionalization efforts.
- Do any personnel actions result from this budget modification? Explain.

No additional FTE will result from this budget modification. The internal services costs necessary to support any temp/on-call staff utilized on this grant are included in the current FY 2010 budget.

- **If a grant, is 100% of the central and department indirect recovered? If not, please explain why.**  
The revenue covers 100% of these costs.
- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**  
The CDC and the OAHHS grants are one-time-only, and the respective projects are expected to be completed when the grants expire.
- **If a grant, what period does the grant cover? When the grant expires, what are funding plans? Are there any particular stipulations required by the grant (i.e. cash match, in kind match, reporting requirements etc)?**  
DHS Grant: December 1, 2007 - Open  
CDC Grant: September 30, 2008 – May 31, 2010  
OAHHS Grant: October 1, 2009 – June 30, 2010

It is anticipated that grant projects will be completed when the grant expires. In the unlikely case they are not, project continuation will be funded through our existing IGA with the State of Oregon to administer the Federal Hospital Preparedness Program.

There are no match requirements or unusual reporting requirements stipulated in these grants.

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

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## ATTACHMENT B

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**BUDGET MODIFICATION: HD-10 - 22**

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### Required Signatures

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

*Lillian Shirley*

**Date: 01-25-10  
WL/lp**

**Budget Analyst:**

*[Signature]*

**Date: 01/28/2010**

**Department HR:**

*K. Miller Be*

**Date: 01/12/2010**

**Countywide HR:**

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



Budget Modification ID: **HD-10-22****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2010

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center	WBS Element						
1	40-20	32180	40005	0030			4CA73-04-1	50190	0	(25,000)	(25,000)		Increase IG-OP-Fed Thru St
2	40-20	32180	40005	0030			4CA73-04-1	60100	0	7,246	7,246		Increase Temporary
3	40-20	32180	40005	0030			4CA73-04-1	60135	0	2,280	2,280		Increase Non Base Fringe
4	40-20	32180	40005	0030			4CA73-04-1	60145	0	2,013	2,013		Increase Non Base Insurance
5	40-20	32180	40005	0030			4CA73-04-1	60180	0	500	500		Increase Printing
6	40-20	32180	40005	0030			4CA73-04-1	60210	0	200	200		Increase Rentals
7	40-20	32180	40005	0030			4CA73-04-1	60240	0	8,239	8,239		Increase Supplies
8	40-20	32180	40005	0030			4CA73-04-1	60260	0	2,234	2,234		Increase Travel & Training
9	40-20	32180	40005	0030			4CA73-04-1	60270	0	50	50		Increase Local Travel/Mileage
10	40-20	32180	40005	0030			4CA73-04-1	60350	0	622	622		Increase Central Indirect
11	40-20	32180	40005	0030			4CA73-04-1	60355	0	1,516	1,516		Increase Dept Indirect
12	40-20	32180	40005	0030			4CA73-04-1	60410	0	100	100		Increase Intl Svc Motor Pool
13										0			
14	40-20	32153	40005	0030			4CA66-03-1	50190	(375,306)	(413,558)	(38,252)		Increase IG-OP-Fed Thru St
15	40-20	32153	40005	0030			4CA66-03-1	60100	0	8,318	8,318		Increase Temporary
16	40-20	32153	40005	0030			4CA66-03-1	60135	0	1,326	1,326		Increase Non Base Fringe
17	40-20	32153	40005	0030			4CA66-03-1	60145	0	992	992		Increase Non Base Insurance
18	40-20	32153	40005	0030			4CA66-03-1	60170	0	6,000	6,000		Increase Professional Svcs
19	40-20	32153	40005	0030			4CA66-03-1	60180	0	4,500	4,500		Increase Printing
20	40-20	32153	40005	0030			4CA66-03-1	60210	0	1,500	1,500		Increase Rental
21	40-20	32153	40005	0030			4CA66-03-1	60240	1,500	13,846	12,346		Increase Supplies
22	40-20	32153	40005	0030			4CA66-03-1	60350	9,335	10,286	951		Increase Central Indirect
23	40-20	32153	40005	0030			4CA66-03-1	60355	22,755	25,074	2,319		Increase Dept Indirect
24										0			
25	40-20	32153	40005	0030			4CA124-01-1	50190	(420,738)	(671,356)	(250,618)		Increase IG-OP-Fed Thru St
26	40-20	32153	40005	0030			4CA124-01-1	60100	0	5,355	5,355		Increase Temporary
27	40-20	32153	40005	0030			4CA124-01-1	60135	0	446	446		Increase Non Base Fringe
28	40-20	32153	40005	0030			4CA124-01-1	60145	0	228	228		Increase Non Base Insurance
29	40-20	32153	40005	0030			4CA124-01-1	60170	146,250	338,531	192,281		Increase Professional Svcs
											(52,308)	0	Total - Page 1
											0	0	GRAND TOTAL

Budget Modification ID: **HD-10-22****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2010

Line No.	Fund Center	Fund Code	Program #	Func. Area	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
						Cost Center	WBS Element						
30	40-20	32153	40005	0030			4CA124-01-1	60180	0	425	425		Increase Printing
31	40-20	32153	40005	0030			4CA124-01-1	60210	1,400	11,810	10,410		Increase Rentals
32	40-20	32153	40005	0030			4CA124-01-1	60240	2,775	21,819	19,044		Increase Supplies
33	40-20	32153	40005	0030			4CA124-01-1	60260	428	1,028	600		Increase Travel & Training
34	40-20	32153	40005	0030			4CA124-01-1	60270	771	1,171	400		Increase Local Travel/Mileage
35	40-20	32153	40005	0030			4CA124-01-1	60350	10,466	16,700	6,234		Increase Central Indirect
36	40-20	32153	40005	0030			4CA124-01-1	60355	25,510	40,705	15,195		Increase Dept Indirect
37										0			
38										0			
39										0			
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56										0			
57										0			
58										0			
											52,308	0	Total - Page 2
											0	0	GRAND TOTAL



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

(Revised 12/31/09)

## Board Clerk Use Only

Meeting Date: 02/11/2010

Agenda Item #: R-11

Est. Start Time: 10:45 AM

Date Submitted: 01/28/2010

**Agenda Title:** Transportation Funding and Needs Briefing

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

<b>Requested Meeting Date:</b>	February 11, 2010	<b>Amount of Time Needed:</b>	60 minutes
<b>Department:</b>	Community Services/BCC	<b>Division:</b>	Director's Office
<b>Contact(s):</b>	Cecilia Johnson		
<b>Phone:</b>	503 988 5880	<b>Ext.:</b>	85880
		<b>I/O Address:</b>	455/224
<b>Presenter(s):</b>	Cecilia Johnson, Ian Cannon, Jerry Elliott, Kim Peoples, Karen Schilling		

## General Information

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

No action required. This briefing has been requested by the Board of County Commissioners. We will provide information concerning the Transportation Funding Model and the inherent structural deficit. In addition, we will provide information to the Board regarding possible options for funding and governance.

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

The Board of County Commissioners and their staff have created a list of varied budget and policy issues they would like to discuss with staff prior to May 2010. The state revenue model for the provision of funding to jurisdictions includes inherent assumptions that do not address the reality of the economic and environmental changes in our lives. The impact of inflation on supplies, materials and labor essential to maintain our Roads and Bridge infrastructure results in a growing gap between revenues and needed expenditures. The DCS Transportation team will discuss some possible strategies to address this issue.

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

There is no fiscal impact. This is for the purpose of sharing information only.

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

In the discussion regarding solutions we will discuss optional transportation funding policy changes that would impact state law and/or local agreements.

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

Citizen input is not expected.

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**Required Signature**

---

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

A handwritten signature in cursive script, reading "M. Cecilia Johnson". The signature is written in dark ink and is positioned above a horizontal line.

**Date:** 01/28/2010

---

#1

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

Please complete this form and return to the Board Clerk

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

MEETING DATE: 2/11/2010

SUBJECT: Rural Reserves

AGENDA NUMBER OR TOPIC: Non-Agenda Item Public Comment

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

NAME: Mary Telford

ADDRESS: 13508 NW Springville Rd

CITY/STATE/ZIP: Portland, OR 97229

PHONE: \_\_\_\_\_ DAYS: 503-432-8151 EVES: Same

EMAIL: mary @ marytelford.com FAX: \_\_\_\_\_

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

WRITTEN TESTIMONY: Attached

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

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

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

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

February 11, 2010

To: Multnomah County Board of Commissioners

From: Mary Telford  
13508 NW Springville Rd.  
Portland, OR 97229

Re: Rural Reserves qualifications for Lower Springville Road (now called Area 9B)

Good Morning Chair Wheeler and Commissioners.

It was a real pleasure to see the new rural reserves on the new Metro map on Monday.  
Thank you for that.

But I am distressed to see that the Springville L remains as undecided.

I would like to summarize for you some information that was submitted to you in  
November of last year. Please look it over.

The CAC and Multnomah staff recommended that the area be designated **Rural Reserve** to protect natural features in the area.

Extensive examination of Urban Reserve Suitability for Area 9B resulted in a low to medium rating and medium/high rating for Rural Reserve Suitability.

The CAC recommendations were endorsed by the Multnomah County Planning Commission.

**Rural Reserve suitability**

Please see attachment

Potentially Subject to Urbanization (3)(a). Bounded on two sides by the UGB, and still being considered as a possible Urban Reserve, there can be no question that this area is "potentially subject to urbanization."

Natural Hazards (3)(b). Portions of the significant stream corridor are mapped as slope hazards.

Wildlife Habitat (3)(c). Valuable habitat in this area is well documented by the county, Metro, and the Natural Landscape Features Inventory. All of this area has a county SEC overlay for wildlife habitat, and it also contains a significant stream with an SEC-S riparian overlay. These overlays were established based on extensive research. A majority of the area is included in the Natural Features Inventory. Over 50% of this area is in Metro's Rock Creek Headwaters Tier 1 target area for acquisition. Elk were seen in this area many times between August 8 and October 14 of last year.

Water Quality (3)(d). The significant stream running through this area (an Abbey Creek tributary) is part of the upper Rock Creek watershed. The Natural Features Inventory for Rock Creek Headwaters notes that "Watershed managers have identified protection of the upper watershed as a high priority for meeting water quality protection goals in the lower watershed." The area also includes some Bronson Creek headwaters.

Boundary or buffer (3)(f). The Metro ordinance adding North Bethany to the UGB cites the combination of power lines and county line on the eastern edge of North Bethany as a good long term urban edge. The value of this urban edge is cited in the Court of Appeals decision affirming the North Bethany UGB expansion. We need to maintain and reinforce this clear edge to minimize conflicts between urban and rural uses.

Farms in this area provide an important buffer between urban development in Bethany and the high value habitat around Abbey Creek and its tributaries. Two large farms on Springville Road (Malinowski and Beovich) are growing market garden crops, and they are investing in infrastructure development and new crops. They have requested a Rural Reserve.

Recreation (3)(h). The preferred alignment for the regional West Side Trail, (originally expected to follow the north/south power lines along the east side of North Bethany, as shown on the attached map of Natural Areas Bond target areas), is likely to follow the power line corridor south of Springville Road east to Forest Park. This trail could help reinforce and protect this urban/rural edge.

Thus, Area 9B meets clearly meets 5 of the 8 factors, (3)(a), (c), (d), (f), and (h). Portions of the area meet factor (b).

There is ample data (see attached reference material for more details) to support designating this area as a Rural Reserve for wildlife habitat and water quality, especially given the overall context of the West Hills, Forest Park, the Abbey Creek watershed, and the value of a buffer with a well defined urban edge along the county line. I hope you will support designating this area as a Rural Reserve, in accordance with the CAC's recommendations and the wishes of a broad constituency.

Thank you.

The Administrative Rules provide these Rural Reserve factors for "(3) Natural Landscape Features:

To designate land as rural reserves to protect important natural landscape features, a county must consider those areas identified in Metro's February 2007 "Natural Landscape Features Inventory" and other pertinent information, and shall decide on whether the lands proposed for designation are:

- a) In an area that is otherwise potentially subject to urbanization during the applicable period described in OAR 660-027-0040(2) or (3);
- b) Subject to natural disasters or hazards, e.g. floodplains, steep slopes, areas subject to landslides;
- c) Important fish, plant, or wildlife habitat;
- d) Necessary to protect water quality or quantity, such as streams, wetlands, riparian areas;
- e) Provide a sense of place for the region, such as buttes, bluffs, islands, extensive wetlands;
- f) Can serve as a boundary or buffer, such as rivers, cliffs and floodplains, to reduce conflicts between urban and rural uses, or between urban and natural resource uses;
- g) Provide for separation between cities; and
- h) Provide easy access to recreational opportunities in rural areas, such as trails and parks."

## **References (underlining added)**

### **Urban/Rural Edge on the eastern side of North Bethany**

Both Metro and the Oregon Court of Appeals have noted that Abbey Creek, the powerlines, and the county line form a buffer between urban and rural uses.

These elements were cited as buffers in the Oregon Court of Appeals decision affirming the North Bethany UGB expansion area (text is paraphrased from an email from Jim Emerson to Chuck Beasley on April 16, 2009):

Case # A122169 (which decision was consolidated with case #'s A122246 and A122444,) "City of West Linn et al V. LCDC et al" was decided by the Oregon Court of Appeals on September 8, 2005. In affirming the inclusion of Areas 84-87 (North Bethany) into the UGB, the Court said: "The Bethany expansion area will have clear boundaries that serve to both visibly highlight the line separating urban and rural uses, and to also serve as a buffer between urban development and rural uses. NW 185<sup>th</sup> Ave., Abby (sic) Creek and its adjoining riparian zones and slopes and the powerline easement coupled with the Multnomah County boundary line all serve to clearly demarcate and buffer the proposed expansion area."

### **Wildlife Habitat and Water Quality**

From the Multnomah County West Hills Rural Area Plan:

#### **"WILDLIFE HABITAT**

Wildlife Habitat has been identified as a significant Goal 5 resource in the West Hills. All of the West Hills, excepting a small area consisting of the Bonny Slope subdivision along Laidlaw Road and adjacent areas, has been determined to be significant wildlife habitat, because it is all part of an ecosystem which supports a diverse wildlife population relatively undisturbed by the rural levels of development in the West Hills.



From the Metro Natural Landscape Features Inventory, February 2007

### **Rock Creek Headwaters**

Rock Creek flows from the Tualatin Mountains in Forest Park to the Tualatin River. Watershed managers have identified protection of the upper watershed as a high priority for meeting water quality protection goals in the lower watershed. Opportunities to improve and protect habitat also exist through the protection of key tributaries and their associated wetlands. Because the creek and its tributaries pass through rapidly urbanizing neighborhoods within the cities of Hillsboro and Beaverton, protecting water quality is a priority. These headwaters also provide wildlife habitat and trail connectivity from the Tualatin Valley to the Tualatin Mountains that includes Forest Park.

### **Forest Park Connections**

Forest Park lies within the city of Portland and unincorporated Multnomah County. It is considered by many to be the "crown jewel" of the region's open spaces network. At more than 5,000 acres of mostly second-growth forest, Forest Park contains an abundance of wildlife and its massive tree canopy and substantial undergrowth serves as a natural air purifier, water collector, and erosion controller. The Forest Park connection area provides protection to key watersheds like Balch, Miller, Ennis and Agency Creeks and secures the integrity of the "big game" corridor that links the park with habitat in the northern Coast Range. Connecting Forest Park to Rock Creek and the proposed Westside Trail will keep important wildlife corridors intact and provide trail connections between the region's largest urban park and Washington County.

### **From the Multnomah County West Hills Reconciliation Report Revised – May 1996:**

Page V-9,10,11 (Wildlife Habitat):

"Finally, the West Hills' relationship to Forest Park is critical to the West Hill's significance... Forest Park, in isolation, is not large enough to support self-sustaining populations of medium and large size mammals, such as elk, bobcats, mountain lions ... and black bears [footnote: the implication is not that Forest Park should be managed exclusively for bear and elk; rather, the point is that managing Forest Park and the adjacent wildlife are for bear and elk will ensure sufficient habitat for smaller mammal and bird species that reside in the Portland region.] for which hundreds of square miles of habitat would be required..

...  
Thus it is the quantity of the West Hills Wildlife Habitat Area in relation to its quality and location that are critical to this inquiry. High quality habitat elsewhere in Multnomah County cannot substitute for even medium quality habitat in the West Hills. It is because medium quality habitat is limited, and threatened by conflicting uses at a particular location, that makes the West Hills a significant Goal 5 resource.

### **WILD ABOUT THE CITY (Marcy Houle, 1990)**

This report discusses the concept of contiguous areas of natural habitat for wildlife and the results of the fragmentation of habitat into "islands." In the latter instance, numerous biological studies (see bibliography for Wild About the City) have documented the diminishment and loss of native plants and animals due to a lack of connection to a larger ecosystem. Continued development in the West Hills wildlife area could result in the fragmentation, and therefore the degradation of both the West Hills' and Forest Park's natural systems, the loss of species diversity, the permanent loss of natural populations to catastrophe such as fire, and the weakening of plant and animal populations due to the lack of genetic diversity available in larger areas.

To: Multnomah County Commissioners  
From: Springville Area Neighbors (list below)  
Subject: Request for Rural Reserves Designation

Dear Commissioners,

The 31 undersigned neighbors from N.W. Springville Rd, N.W. Springville Lane, and N.W. Cherrio Lane request a rural reserve designation for the South West Hills area, and area 7 in particular. We are asking you to stick to the criteria established for developing great communities and designate this area as a rural, not urban reserve for the following reasons:

- Valuable wildlife and riparian resources that need protection. This area provides important buffer and habitat for wildlife such as elk and bobcat (not found in urban neighborhoods.)
- Family farms (trees, vegetables, fruit and livestock) and garden plots which promote local sustainability and buffer Forest Park from the high-density development in Bethany.
- Rural roads not served by any public transportation, which besides being expensive to upgrade offer no viable outlets to reach downtown jobs and retail opportunities (Cornell and Skyline are already over capacity.)
- Inadequate public school resources within close proximity to support urban density populations.
- Recreational opportunities such as bicycling, horseback riding, hiking, and bird watching.
- High costs related to development of small pockets of land disconnected from Portland UGBs. (For example, systems development fees in North Bethany have fallen far short of funding required to build needed schools, parks, roads, services west of Area 7 even though it is immediately adjacent to current development).

We appreciate the time and effort being spent gathering public inputs into the urban and rural reserves areas and hope that you will not be swayed by the lobbying efforts of a few landowners and their representatives who believe they will reap large financial gains as a result of potential development. The Citizen's Advisory Committee reviewed the relevant data and concluded that these areas can best serve the metro area's long-term interests preserved in a rural reserve. We endorse their recommendation that you designate the area of the South West Hills all the way south to the Washington County line as a rural reserve.

①  
Sheldon L Nelson  
13512 NW Springville Lane

Portland OR 97229 162

Mellen M. Nelson

13512 NW Springville Ln  
Portland, OR 97229

Thomas W. Hamann

13340 NW Springville Ln  
Portland OR 97229

Marcia L Hamann

13340 NW Springville Ln  
Portland, OR 97229

James Molinari

13450 NW Springville Ln

Portland, OR 97229

Dianna Cave

13145 NW Springville Rd  
Portland, OR 97229

Michael Carr (503) 242-8653

13145 NW Springville Road  
Portland, OR 97229

Brad Blomquist

13147 NW Cheerio Lane  
Portland, OR 97229

Richard M Linowski  
13130 NW Springville Rd  
Portland OR 97229  
Amherst a member 5/12/09

Raeann M. Luhn  
11848 SW Windmill Dr  
Beaverton OR 97008

Rae Anne Luhn  
13341 NW Springville Ln  
Portland, OR 97229

Mary Ellen Gelford  
13508 NW Springville Rd.  
Portland, OR 97229

John M. Telford  
13508 NW SPRINGVILLE ROAD  
PORTLAND OR 97229

John M. Telford

13508 NW Springville Rd

Portland OR 97229

John M. Telford  
13011 NW Springville  
Portland, OR 97229

1400 NW 1st Ave  
13751 NW Springville  
Portland, Oregon

Susan Godfield  
340 NW Springville Rd.  
Portland OR 97229

Susan Godfield

Gregory P. Malinowski  
13450 N.W. Springville Ln.  
Portland OR 97229

Milly Skach  
3640 NW Springville Lane  
Portland OR 97229

Samina Ruler  
13341 NW Springville Ln  
Portland, OR 97229

Walter R. Shad  
13640 NW Springville Ln  
Portland, OR 97229

(4)

COURTNEY CLINGAN  
13147 NW CHEERIO LN.  
PORTLAND OR 97229

KIRK ANDREWS  
13410 NW Springville Rd.  
PORTLAND, OR 97229

SHAURI BUNCH  
12931 NW SPRINGVILLE RD.  
PORTLAND, OR 97229  
Shauri Bunch

STANLEY E BUNCH  
12931 NW SPRINGVILLE RD  
PORTLAND OR 97229



EDWARD PASSADORE  
13560 NW SPRINGVILLE RD.  
PORTLAND, OR 97229



Winifred L. Miller  
13515 N.W. Springville Lane  
Portland, Oregon 97229

William C Miller  
12535 NW Springville Rd.  
Portland Oregon 97229

Joann L Miller  
12535 NW Springville Rd.  
Portland OR 97229  
joannjordanmiller@comcast.net

#2

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

Please complete this form and return to the Board Clerk  
\*\*\*This form is a public record\*\*\*

MEETING DATE: FEB. 11 2010

SUBJECT: URBAN/RURAL RESERVES

AGENDA NUMBER OR TOPIC: N/A — Public Comment  
OPEN COMMENT PERIOD

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

NAME: JIM EMERSON

ADDRESS: 13900 NW OLD GERMANTOWN RD

CITY/STATE/ZIP: PORTLAND OREGON 97231

PHONE: \_\_\_\_\_ DAYS: 503-283-4096 EVES: \_\_\_\_\_

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

SPECIFIC ISSUE: OPTION AREA 9B SHOULD BE  
DESIGNATED A RURAL RESERVE.

WRITTEN TESTIMONY: NO

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

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

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

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



#3

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

---

Please complete this form and return to the Board Clerk

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

MEETING DATE: 02-11-2010

SUBJECT: Urban - Rural Reserve

AGENDA NUMBER OR TOPIC: Non agenda public comment

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

NAME: Kevin O'Donnell

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

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

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

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

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

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

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

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

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

Multnomah County Commissioners:

Please support Metro's area 9B as rural reserves. Metro's area 9B, the lower Springville Road 'L', makes a poor Urban Reserve for the following reasons:

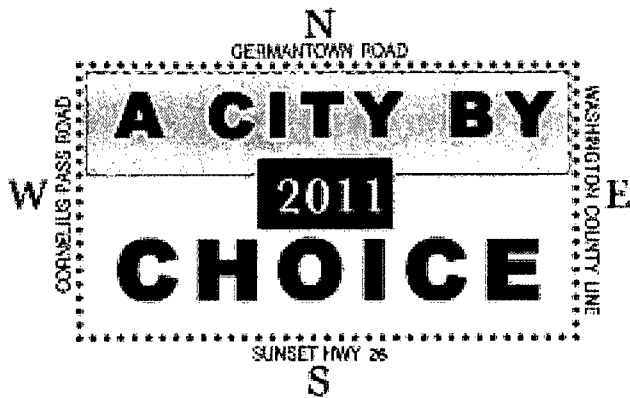
- There is no existing city to support this. It will be attached to existing unincorporated areas, with no connection to existing, nearby cities of Portland or Beaverton. Beaverton has legally failed cherry-stem annexation into Bethany, and voters said 'no', too.
- There is no new city to support this. The new city initiative in the unincorporated areas of Washington County called Rock Creek, Bethany, Cedar Mills has their east border ending at Washington County line. See page #2 (this effort has also been called 'Cedar Creek').
- There is no plan for high capacity transit for this area, and any other transportation improvements will carry high costs. Cornelius Pass? Germantown Road? High \$\$\$.

As a result, area 9B does poorly on urban factors of **infrastructure, public facilities, and transportation**.

As seen by the high grades on rural factors, area 9B also does poorly on urban factors of **natural landscape** and **minimized adverse effects**. Urban growth on the West Hills would have adverse effects on an important landscape feature.

Please don't let area 9B become another part of an unincorporated problem that Washington County already has, and make 9B a rural reserve.

Kevin O'Donnell, Bethany resident  
5981 NW 142<sup>nd</sup> Terrace  
Portland, OR 97229



<http://citybychoice.weebly.com>

A City by Choice Community is a representative group of citizens within the area **North** of the City of Beaverton, **West** of the Multnomah-Washington County Line, **East** of Cornelius Pass Road and **South** of Germantown Road

*Phase One - September 2009 to July 2010*

**Goal – 1000 Neighbors to sign the City by Choice Community Register**

*Phase Two - July 2010 to September 2010*

**Goal - Obtain funding and scope Feasibility Study**

*Phase Three - September 2010 to January 2011*

**Goal – Determine if we can sustain ourselves as a city**

*Phase Four - January 2011 to April 2011*

**Goal - 6,500 to 8,500 signatures to put city on ballot**

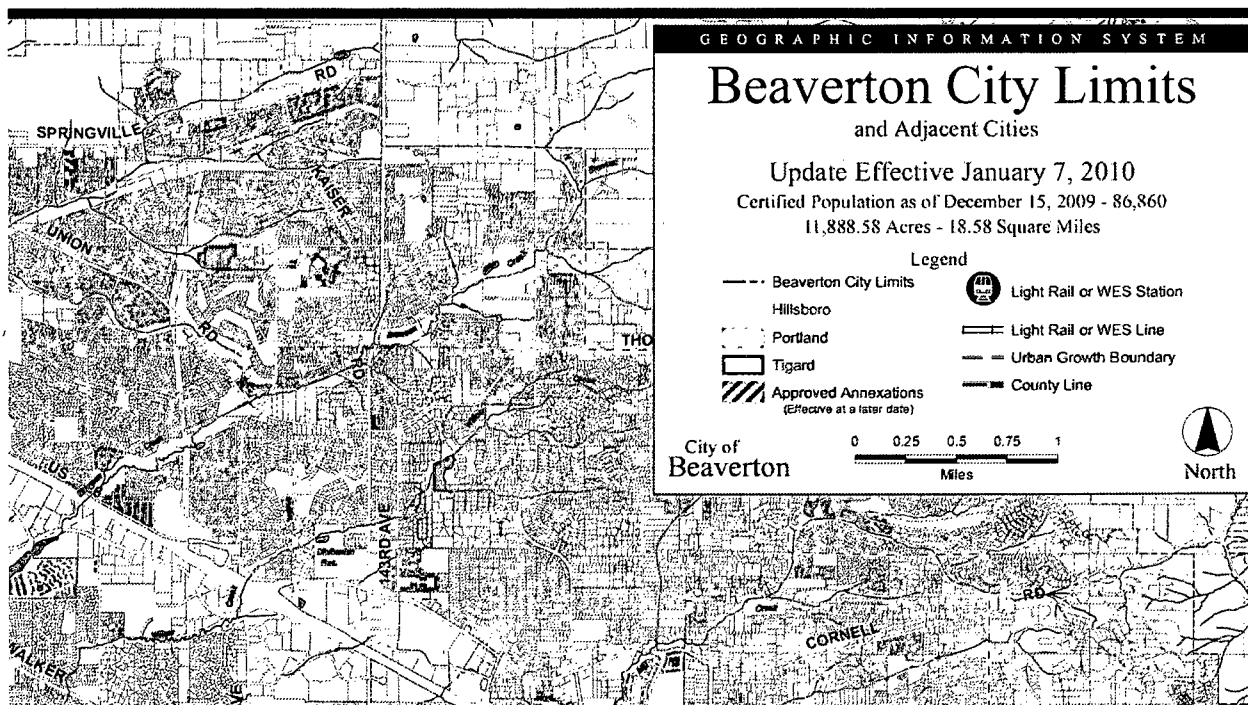
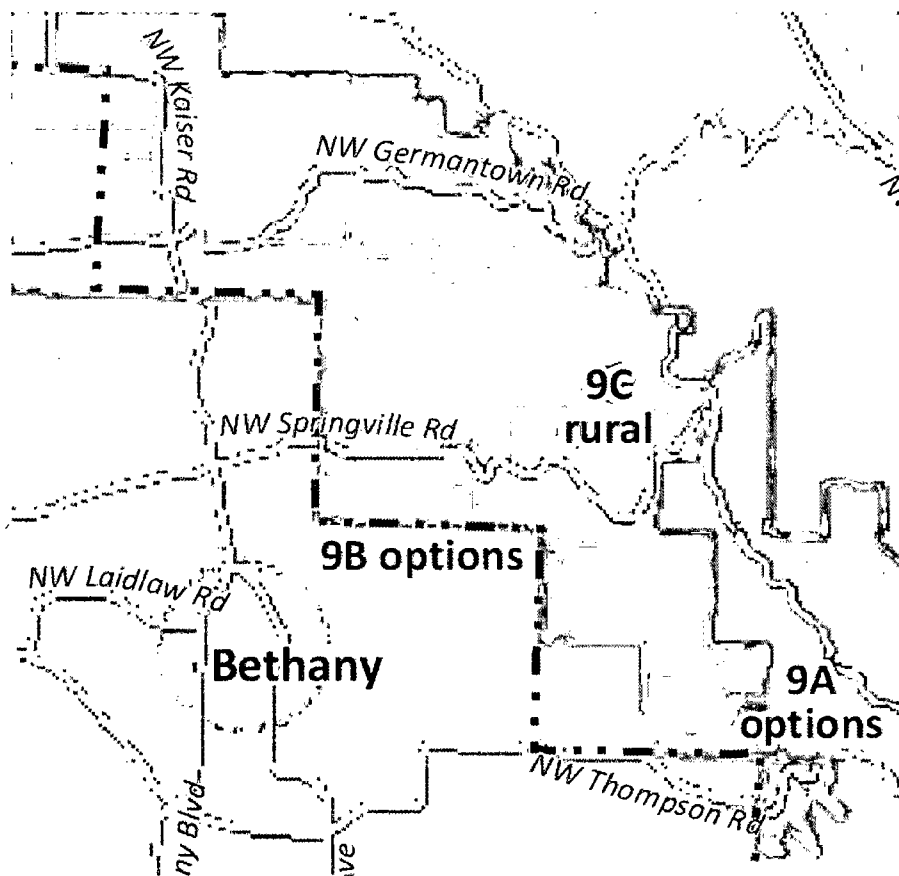
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#### **Factors for Designation of Lands as Urban Reserves\***

Considerations for land proposed for designation as urban reserve, alone or in conjunction with land inside the UGB:

1. **Infrastructure:** Can be developed at urban densities in a way that makes efficient use of existing and future public and private infrastructure investments;
2. **Development:** Includes sufficient development capacity to support a healthy economy;
3. **Public facilities:** Can be efficiently and cost-effectively served with public schools and other urban-level public facilities and services by appropriate and financially capable service providers;
4. **Transportation:** Can be designed to be walkable and served with a well-connected system of streets, bikeways, recreation trails and public transit by appropriate service providers;
5. **Natural systems:** Can be designed to preserve and enhance natural ecological systems;
6. **Range of housing:** Includes sufficient land suitable for a range of needed housing types;
7. **Natural landscape:** Can be developed in a way that preserves important natural landscape features included in urban reserves;
8. **Adverse effects:** Can be designed to avoid or minimize adverse effects on farm and forest practices, and adverse effects on important natural landscape features, on nearby land including land designated as rural reserves.

\* SOURCE: OAR 660, Division 27, Urban and Rural Reserves in the Portland Metropolitan Area. Adopted by LCDC January 24, 2008; Effective February 8, 2008



#5

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

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

MEETING DATE: 2-11-10

SUBJECT: Preserves

AGENDA NUMBER OR TOPIC: hon agenda

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

NAME: Mollie Nelson

ADDRESS: 13512 NW Springville Ln

CITY/STATE/ZIP: Portland OR 97229

PHONE: \_\_\_\_\_ DAYS: 503 297 1534

EVES: \_\_\_\_\_

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

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

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

WRITTEN TESTIMONY: YES

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

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

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

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

February 11, 2010

Chair Ted Wheeler and Commissioners  
501 SE Hawthorne Boulevard  
Portland, Oregon 97214

Topic: Urban and Reserves – recommendations by local and state agencies

Dear Chair Wheeler and Commissioners,

Thank you for responding to public input and recommending Rural Reserves for Areas 9C and 9F. And thank you for this opportunity to offer a few more comments specifically **in support of designating Area 9B as Rural Reserve.**

**Multnomah County Planning Commission** endorsed the CAC recommendations. A strong majority of citizen testimony at their hearing supported the CAC recommendations.

The Planning Commission also said, "undesigned land should be avoided, especially near the UGB."

The **Metro COO's report**, "Urban Rural Reserves" says this about West Multnomah County:

"Rural Reserve consideration should be given to the identified significant natural landscape features within the area, as well as Sauvie Island."

*Most of Area 9B is all mapped as Important Natural Landscape Features.*

Another **Metro COO report**, "Strategies for a sustainable and prosperous region" says:

- "Because of growing concern for a local supply of safe and healthy food, the reserves partner governments should keep in mind for designation of rural reserves those areas near the UGB with farms that market fresh local food to urban dwellers through the growing network of farmer's markets, co-ops, restaurants and grocery stores.
- The reserves partner governments should designate as rural reserves those important natural landscape features that help define our place, are worthy of protection in their own right, and provide "hard edges" to limit long-term urban expansion."

*Malinowski Farms, located in Area 9B, is a source of local, organic produce, beef, and eggs for local farmer's markets, co-ops, and restaurants.*

The **joint letter from the State Agencies** about Reserves says this about West Multnomah County:

"The agencies agree with COO recommendations for this area. Agricultural and forest lands that are under threat of urbanization and that have high wildlife habitat value ... should be designated as rural reserves. "

The **Great Communities Study**, which was done by independent planning experts with help from county staff, says this about West Multnomah County:

"The team concurs that preservation of this important ecological area is likely more important to the region than urbanizing it, especially given the other constraints (lack of connectivity and developable land area) and significant opportunities (water quality and view)."

Additionally, the Agriculture and Natural Resources Coalition, including 1000 Friends of Oregon, Coalition for a Livable Future, Portland Audubon, Tualatin Riverkeepers, and Mike Houck of Urban Greenspaces Institute, also recommended that 9B should be a Rural Reserve.

Thank you.

A handwritten signature in cursive script, appearing to read 'Mollie Nelson', written in dark ink.

Mollie Nelson  
13512 NW Springville Lane  
Portland, OR 97229

#6

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

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Please complete this form and return to the Board Clerk

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

MEETING DATE: 2-11-10

SUBJECT: Reserves

---

AGENDA NUMBER OR TOPIC: non-agenda public comment

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

NAME: Carol Chesarek

ADDRESS: 13300 NW Germantown Rd

CITY/STATE/ZIP: Portland, OR 97231

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

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

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

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WRITTEN TESTIMONY: attached.

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

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

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

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



Carol Chesarek  
13300 NW Germantown Road  
Portland, Oregon 97231

February 11, 2010

Chair Wheeler and Multnomah County Commissioners  
501 SE Hawthorne Blvd.  
Portland, Oregon 97214

RE: Rural and Urban Reserves

Chair Wheeler and Commissioners,

First, I want to thank you for recommending Rural Reserves for 9C and 9F.

In December, Commissioner Cogen said that you needed more public input on Area 9. But apparently extensive public input wasn't sufficient to help you decide what to do with Area 9B, so we're back.

I am puzzled about why 9B is still an "option" area. The recommendations and public <sup>input</sup> all point overwhelmingly to a Rural Reserve designation.

Unlike other remaining "option" areas, there is no other government pushing for UR or undesignated status here.

Roads are about 80% of the cost of infrastructure for new urban areas. Transportation options are key to quality of life, climate change, and housing/transportation affordability. All of the West Hills is so unsuitable for an urban road network that it was "not rated." "Walkability" and transit service is likely to be limited. Projections for North Bethany expect only 1% of trips to use transit. The BTA reported that North Bethany is too far from Intel and Nike for most employees to consider bicycling to work. Transportation planners understood that 9B can be connected to the Bethany road grid, the problem is the poor connectivity to the north and the east, and poor access to mass transit.

The limited rural roads across the West Hills are unique. They pass through or around Forest Park, and affect wildlife, stream quality, and recreation in the area. It is not possible to add capacity or to make significant safety improvements without huge investments and environmental harm. Cornelius Pass Road's safety issues are well understood, but last year there were 3 traffic fatalities on Germantown Road. Germantown and Cornell Roads also have significant bottlenecks on their eastern ends that appear to be virtually impossible to fix.

In 1996, NW Cornell and Germantown Roads were blocked by landslides for an extended period. This resulted in problems with traffic flows and limited access also created public safety issues.

I keep hearing that Washington County can provide services to 9B, but I doubt that they will pay for improvements to nearby Multnomah County and City of Portland roads. And what about governance ?

Is Multnomah County prepared to provide full urban services to Area 9B? Are we prepared to establish a new Urban Planning capability, and to respond favorably when Metro asks us, as an urban jurisdiction, to provide smaller services like business recycling programs? Will our county sheriff be able to provide urban levels of service to this area? Will the county be able to provide disaster response?

Some people have compared 9B to Stafford, but Stafford did not qualify for a Rural Reserve and 9B clearly does. Stafford is not next to Forest Park, and it does not have our dangerous rural roads with severe bottlenecks.

Forest Park is a unique 5000 acre treasure within walking distance of NW Portland. Demands on the park grow with our population, and it is threatened by climate change and invasive species. Forest Park is a tremendous economic and social asset, why would we put it at risk?

We have wild elk, cougar, and black bear using lands within 15 to 20 minutes of downtown Portland, and virtually next door to Bethany. There is a wildlife corridor running through 9B. These are things that make our region special, we should be fighting to protect them, not offering them up as a sacrifice.

The county's own Goal 5 report reinforces the importance of this area: "High quality habitat elsewhere in Multnomah County cannot substitute for even medium quality habitat in the West Hills."

With 27,000 acres of proposed Urban Reserves, the region will have a 50 year supply and there is no need to sacrifice this 464 acres. Please designate 9B as a Rural Reserve.

Thank you.

Sincerely,



Carol Chesarek

The Metro COO's "middle third" forecast shows a need for 15,700 to 18,800 acres of Urban Reserves to provide a 40 year land supply.

**Cedar Creek** has about 200 signatures on their petition supporting formation of a new city. If they can get to 1000 signatures, they plan to ask Washington County for a \$30,000 grant to study the economic feasibility of forming a new city. It is not clear that the county will offer any funds. Because virtually all of their proposed territory is residential, with little retail or employment, many people doubt that they would have an adequate tax base to support even minimal city services. A consultant hired by the Washington County (for their Urbanization Forums) reported that citizens in these neighborhoods were not interested in becoming part of a city.

**The Multnomah County West Hills Reconciliation Report Revised – May 1996** says:

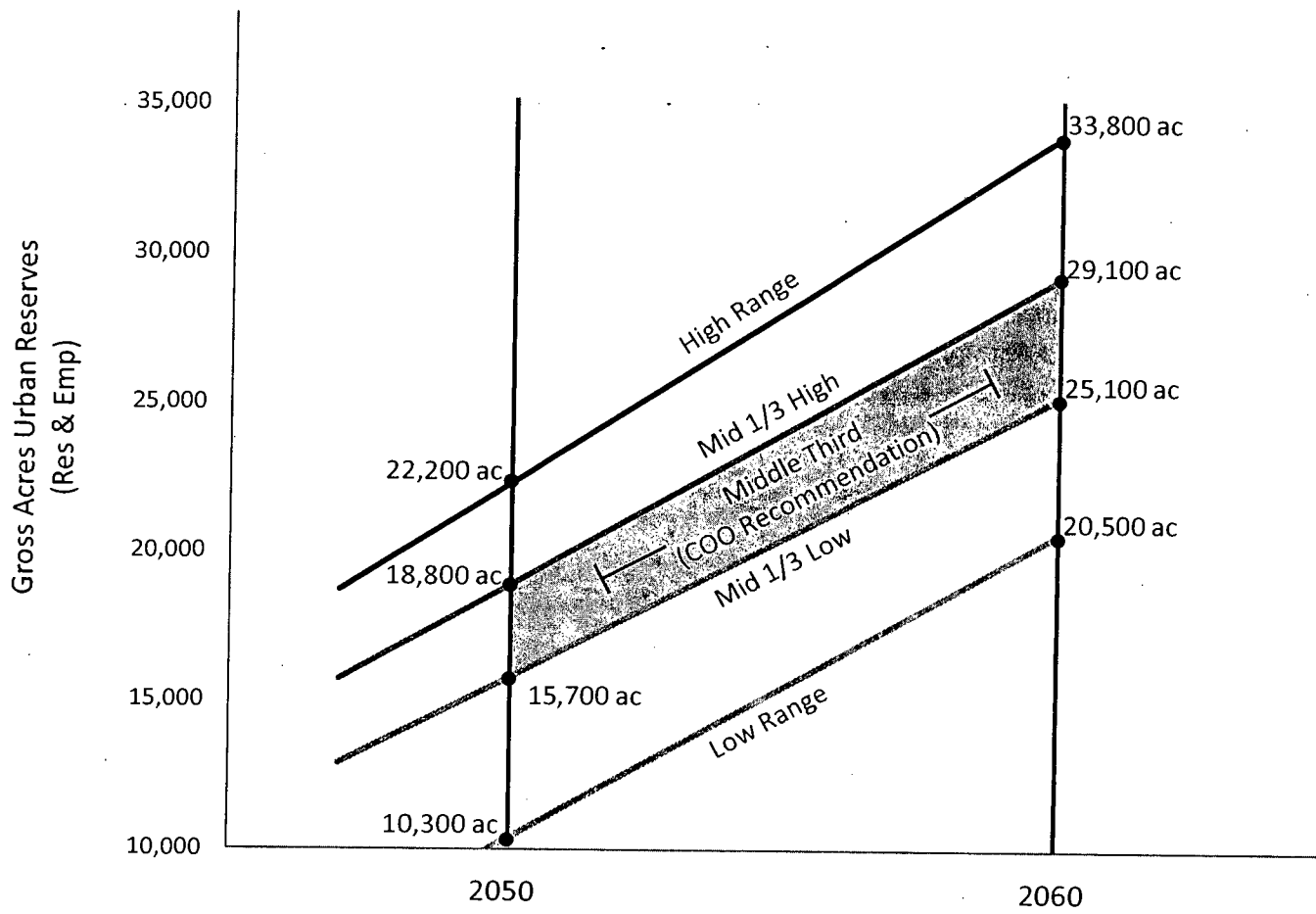
Page V-9,10,11 (Wildlife Habitat):

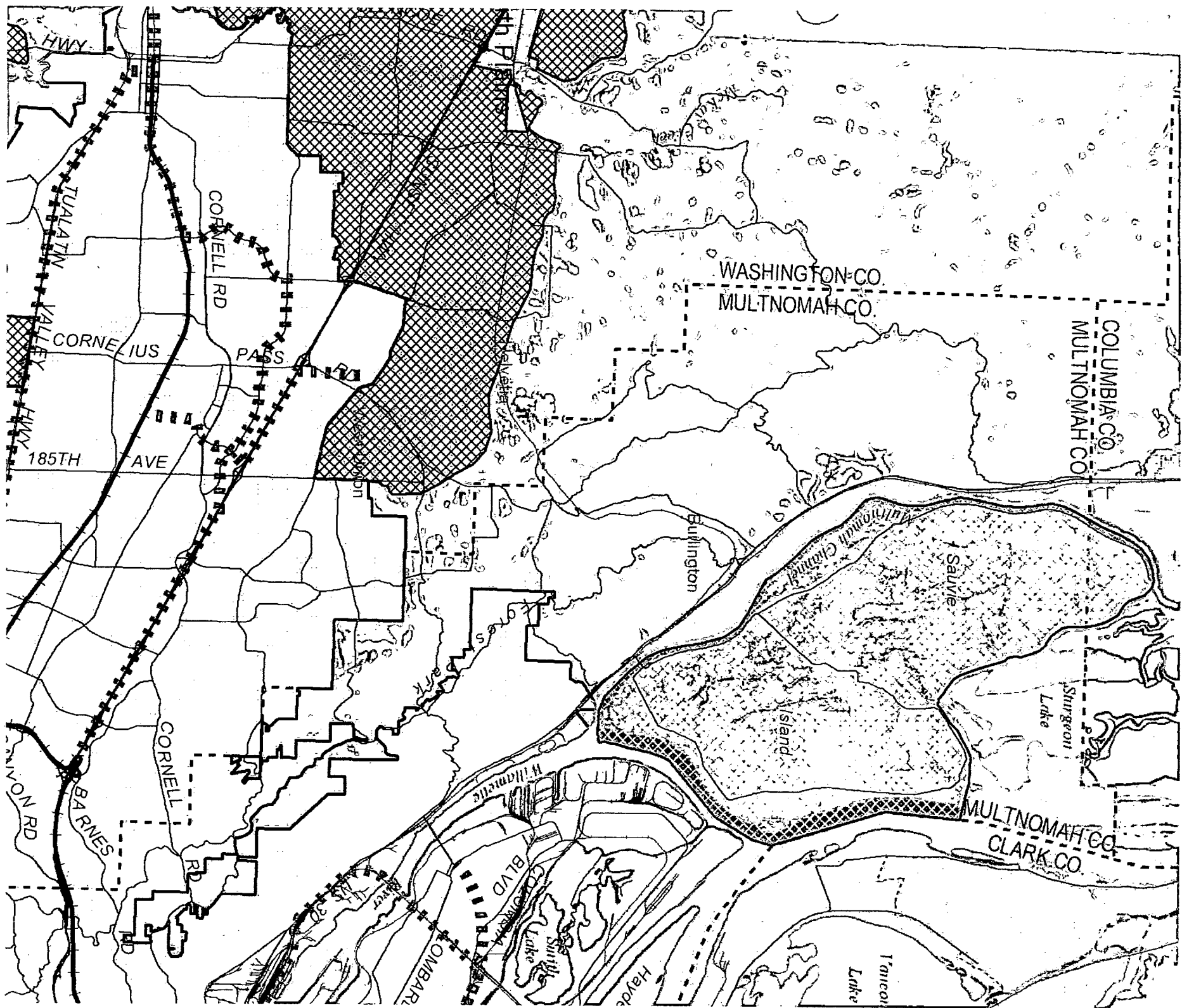
...

Thus it is the quantity of the West Hills Wildlife Habitat Area in relation to its quality and location that are critical to this inquiry. High quality habitat elsewhere in Multnomah County cannot substitute for even medium quality habitat in the West Hills. It is because medium quality habitat is limited, and threatened by conflicting uses at a particular location, that makes the West Hills a significant Goal 5 resource.

.... Continued development in the West Hills wildlife area could result in the fragmentation, and therefore the degradation of both the West Hills' and Forest Park's natural systems, the loss of species diversity, the permanent loss of natural populations to catastrophe such as fire, and the weakening of plant and animal populations due to the lack of genetic diversity available in larger areas.

COO Recommendation  
On Regional Urban Reserves  
9/2009





# Forest Park Neighborhood "Vision Survey" Results Summary

July 26, 2006

## Summary

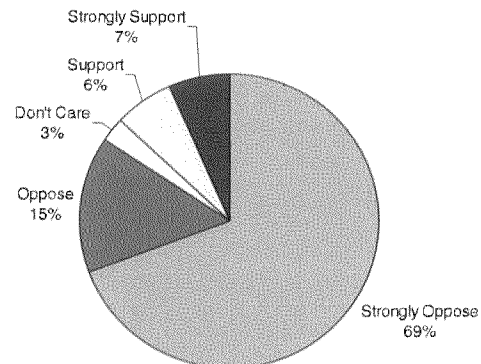
In February, 2006, the Forest Park Neighborhood Association (FPNA) board authorized a neighborhood survey of residents, property owners, and businesses within the neighborhood. The survey included questions about UGB expansion into the neighborhood and what people value about the neighborhood.

The surveys were mailed on March 8, 2006. The mailing included a cover letter, the survey, a legal sized full color neighborhood map, and a return envelope (without postage). The map was created for FPNA by Metro's Data Resource Center based on their Nature in Neighborhoods habitat inventory and also includes neighborhood boundaries, major streets, and the UGB.

The survey was mailed to 1255 valid addresses, and response was requested by March 18, 2006. A total of 261 surveys were returned by April 14, 2006, for a return rate of  $261 / 1255 = 20.8\%$

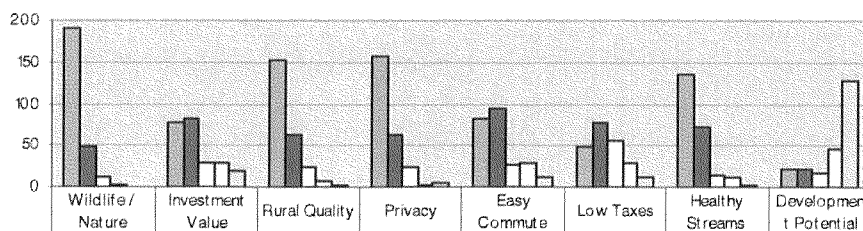
The first question in the survey was: "How do you feel about further expansion of the Urban Growth Boundary into the Forest Park Neighborhood?" There were 239 conclusive responses to this question, with 84% of respondents opposing UGB expansion and only 13% of respondents supporting UGB expansion.

**UGB Expansion Query Results**  
(of 261 surveys, 239 answered this question)



The next section asked "What do you value about the neighborhood?"

**What do you value about the neighborhood ?**



	Wildlife / Nature	Investment Value	Rural Quality	Privacy	Easy Commute	Low Taxes	Healthy Streams	Development Potential
Very Important	190	78	153	156	82	48	135	21
Important	48	81	63	63	95	76	72	21
No Opinion	11	30	24	25	27	55	15	17
Of Little Importance	3	30	7	3	29	30	12	46
Of No Importance	0	20	2	4	12	13	3	128

~~5/10/11~~  
~~02/11/2010~~  
# 7

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

Please complete this form and return to the Board Clerk

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

Public Testimony Pg. 3 - 9:30 MEETING DATE: 02/11/2010  
SUBJECT: Pg. 4. 10:25 AM - Property Lease with  
American Property Management

9:30 AM - Pg. 3 / Pg. 4 10:25 AM R-7 -  
AGENDA NUMBER OR TOPIC:

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

NAME: MIKE DEE

ADDRESS: 133 N-W- 6th Avenue

CITY/STATE/ZIP: Portland, Oregon, 97209

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

EMAIL: MIKEDEE4@GMAIL.COM FAX: \_\_\_\_\_

SPECIFIC ISSUE: WASTE DISPOSAL - ? / TRI-MET

THANK You / ANIMAL SAFETY

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

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

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

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2. Written testimony will be entered into the official record.

#4

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

Please complete this form and return to the Board Clerk

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

MEETING DATE: 2/11/09

SUBJECT: Oregon Humana Society

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

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

NAME: Thomas Buchholz

ADDRESS: 109 10<sup>th</sup> St.

CITY/STATE/ZIP: Oregon City Ore

PHONE: \_\_\_\_\_ DAYS: 503-650-1884 EVES: \_\_\_\_\_

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

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

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

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

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

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February 9, 2010

Michael D. Schrunk  
District Attorney for Multnomah County  
1021 SW Fourth Avenue – Room 600  
Portland, OR 97204-1193

RE: Crystal Sellers

Dear Mr. Schrunk:

FACTS:

1) The criminal citation for Crystal Sellers was issued by the Oregon Humane Society. (Signed by Austin Wallace, Special Agent, Oregon Humane Society)

2) Return of Search Warrant states, "I, the undersigned police officer, executed the Search Warrant on the second day of October, 2007 at 0937 a.m. and state that I seized; the property listed on the inventory attached hereto and incorporated herein." (Signed by Austin Wallace, Special Agent, Oregon Humane Society)

3) The October 1, 2007 search warrant states, "That I am a Special Agent commissioned by the Governor of the State of Oregon as a peace officer eligible to make a request for a search warrant." (Signed by Austin Wallace, Special Agent, Oregon Humane Society)

I'm responding to your June 9, 2009 letter. He letter states, "There is no issue of any kind of misrepresentation." I take exception to this statement.

QUESTIONS:

- 1) ORS 133.055 (1) states, "A peace officer may issue a criminal citation to a person if the peace office has probable cause to believe that the person has committed a misdemeanor..." **DO THE OREGON HUMANE SOCIETY SPECIAL AGENTS FIT INTO THE DEFINITION OF "PEACE OFFICER" AS USED IN ORS 133.055 (1)? (ORS 133.005 AND ORS 133.055)**
- 2) In the 2007 Senate Bill 406 Section 2(1)(2)(b) states, "A humane investigation agency may execute a search warrant only with the oversight and prior consent if the law enforcement agency having primary jurisdiction over the geographical area within which the search warrant is to be executed." Senate Bill 406 was in Committee upon adjournment. (June 28, 2007) On October 3, 2007 Austin Wallace states, "I, the undersigned police officer, executed the attached search warrant on the second day of October 2007." Apparently it didn't make any difference to the Oregon Humane Society if Senate Bill 406 was not signed into law. **FOR THE PURPOSE OF EXECUTING A SEARCH WARRANT ARE OREGON HUMANE SOCIETY OFFICERS AUTHORIZED TO EXECUTE A WARRANT?**  
**IS SPECIAL AGENT AUSTIN WALLACE A POLICE OFFICER, AS USED IN ORS 133.575 (1)? (ORS 133.525)**
- 3) The 2009 Legislature rewarded the Oregon Humane Society with House Bill 3348. Section 1 ORS 133.545 was amended to read (3) "Application for a search warrant may be made only by a District Attorney, a police officer, or a special agent employed under ORS 131.805." **IN 2007, DID OREGON HUMANE SOCIETY OFFICERS FIT WITHIN THE DEFINITION OF "POLICE OFFICER"**

FOR THE PURPOSE OF APPLYING FOR A SEARCH WARRANT? (ORS 133.525, ORS 133.575 AND ORS 133.615)

FOR THE PURPOSES OF APPLYING FOR A SEARCH WARRANT IN 2007 WERE PEACE OFFICERS AUTHORIZED TO APPLY? (ORS 133.525, ORS 133.545 AND ATTORNEY GENERALS OPINION 7077)

HAS THERE BEEN ANY MISREPRESENTATION TO THE MULTNOMAH COUNTY JUDGES ABOUT APPLICATION, EXECUTION, AND THE WRITING OF THE CRIMINAL CITATION IN CRYSTAL SELLERS CASE?

Your May 1, 2003 letter states, "Response to your first set of questions, a police officer must apply for and execute a search warrant." WHY, IN 2007, WOULD YOUR OFFICE BELIEVE THAT THE SPECIAL AGENT (PEACE OFFICER) WOULD HAVE THE AUTHORITY TO APPLY FOR AND EXECUTE SEARCH WARRANTS?

WHAT CAN YOUR OFFICE DO TO RESOLVE THIS MATTER? For the past 20 years I've written letters about the apparent misuse and sometimes lack of search warrants at the Portland and Multnomah County levels and now at the State of Oregon level. Even though I've given credible information on this matter it continues to be swept under the carpet.

I eagerly await the answers to my questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Buchholz". The signature is fluid and cursive, with the first name "Tom" and last name "Buchholz" clearly distinguishable.

Tom Buchholz  
109 10<sup>th</sup> Street  
Oregon City, OR 97045



MICHAEL D. SCHRUNK, District Attorney for Multnomah County  
1021 SW Fourth Avenue • Room 600 • Portland, OR 97204-1193  
Phone: 503 988-3162 • Fax: 503 988-3643 • [www.co.multnomah.or.us/da/](http://www.co.multnomah.or.us/da/)

June 9, 2009

Tom Buchholz  
109 10<sup>th</sup> Street  
Oregon City, Oregon 97045

Dear Mr. Buchholz:

I am responding to your letter to Mr. Schrunk dated May 28, 2009. In that letter you refer to a number of Clackamas County incidents and one Multnomah County incident. I will address only the Multnomah County incident.

In that Multnomah County incident, the copy of the affidavit that you provided shows that the Special Agent for the Oregon Humane Society clearly identified himself as such and referred to his designation by the Governor of the State of Oregon. There is no issue of any kind of misrepresentation. Additionally, I spoke to the trial attorney who handled that case, it is her recollection that the defense in that matter did not challenge the search warrant and the defendant ultimately ended up pleading no contest which resulted in a finding of guilty. The defense was fully aware of the search warrant in that case. Since the parties directly involved in that matter did not raise this issue, no further action is going to be taken by our office in that regard.

As I have advised you in the past, if you have a concern that these agents are acting outside of the scope of their commission, you need to address that matter directly to the governor's office.

Very truly yours,

MICHAEL D. SCHRUNK  
District Attorney

By Frederick Lenzser/jc  
Frederick Lenzser  
Senior Deputy District Attorney

FL:jc

# OREGON UNIFORM CRIMINAL CITATION

Use for All Citable

Separate Complaint Will Be/Has Been Filed/ORS 133.068

SEE BACK OF SU

☐ TRAFFIC ☒ OTHER ☐ DLIFE  
☐ BOATING ☐ COMMERCIAL FISHING

STATE OF OREGON

DOCKET NO.

CITY/OTHER PUBLIC BODY

COURT: ☐ MUNICIPAL ☐ JUSTICE

COUNTY OF MULTNOMAH

☐ JUVENILE ☒ CIRCUIT

THE UNDERSIGNED CERTIFIES AND SAYS THAT THE FOLLOWING PERSON:							
ID TYPE	ID NO.	STATE	TEL NO.				
NAME: LAST	FIRST	MI					
<u>SELLERS</u>			<u>CRYSTAL</u>	<u>A</u>			
ADDRESS				LICENSE CLASS			
<u>5020 SE 115th Ave</u>							
CITY	STATE	ZIP CODE	<input type="checkbox"/> EMPLOYED TO DRIVE				
<u>PORTLAND</u>	<u>OR</u>	<u>97266</u>					
SEX	RACE	DOB	HEIGHT	WEIGHT	HAIR	EYES	DEF IS <input type="checkbox"/> PASSENGER
<u>F</u>	<u>N</u>	<u>12-31-88</u>	<u>4'11"</u>	<u>120</u>	<u>BRO</u>	<u>HAZ</u>	<input type="checkbox"/>

AT THE FOLLOWING TIME AND PLACE IN THE ABOVE MENTIONED STATE AND COUNTY:							
OFFENSE DATE	MONTH	DAY	YEAR	TIME	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	<input type="checkbox"/> HIGHWAY <input type="checkbox"/>	<input type="checkbox"/> PREMISES OPEN TO PUBLIC
ON OR ABOUT:	<u>SEP</u>	<u>4th</u>	<u>2007</u>	<u>1:51</u>			
AT OR NEAR LOCATION							
<u>5020 SE 115th Ave PORTLAND OR</u>							

DID THEN AND THERE COMMIT THE FOLLOWING OFFENSE(S):	
1. VIOLATED (CITE ORS/ORD/RULE)	DESCRIBE
<u>167.315</u>	<u>ATTEMPT ANIMAL ABUSE</u> <u>IN THE SECOND DEGREE</u>
<input type="checkbox"/> INTENTIONAL <input checked="" type="checkbox"/> KNOWING <input type="checkbox"/> RECKLESS <input type="checkbox"/> CRIMINAL NEGLIGENCE <input type="checkbox"/> NO CULPABLE MENTAL STATE	
2. VIOLATED (CITE ORS/ORD/RULE)	DESCRIBE
<input type="checkbox"/> INTENTIONAL <input type="checkbox"/> KNOWING <input type="checkbox"/> RECKLESS <input type="checkbox"/> CRIMINAL NEGLIGENCE <input type="checkbox"/> NO CULPABLE MENTAL STATE	
3. VIOLATED (CITE ORS/ORD/RULE)	DESCRIBE
<input type="checkbox"/> INTENTIONAL <input type="checkbox"/> KNOWING <input type="checkbox"/> RECKLESS <input type="checkbox"/> CRIMINAL NEGLIGENCE <input type="checkbox"/> NO CULPABLE MENTAL STATE	
OTHER	
EXPL.	

I CERTIFY AND SWEAR/AFFIRM UNDER APPLICABLE LAW THAT I HAVE SUFFICIENT GROUNDS TO AND DO BELIEVE THAT THE ABOVE-MENTIONED DEFENDANT/PERSON COMMITTED THE ABOVE OFFENSE(S) AND I HAVE SERVED THE DEFENDANT/PERSON WITH THIS CITATION.		OFFICER(S) AGENCY ID
DATE ISSUED: <u>10/1/07</u>	1ST OFFICER SIGNATURE: <u>[Signature]</u>	<u>OHS</u>
PRINT 1ST OFFICER NAME: <u>AUSTIN WALLACE</u>	2ND OFFICER ID NO.	<u>47057</u>
2ND OFFICER OR ARRESTING PERSON (IF NOT OFFICER) SIGNATURE: _____		PRINT NAME: _____
COMPLAINT OR INFORMATION FILED AT TIME OF CITATION <input type="checkbox"/> YES <input type="checkbox"/> NO		BY: _____
YOUR COURT APPEARANCE DATE, TIME AND LOCATION ARE		
MO/DAY/YEAR	TIME	LOCATION
<u>10/23/07</u>	<u>08:30</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	<u>MULTNOMAH COUNTY CIRCUIT COURT</u> <u>1120 SW 3rd Ave #4 PORTLAND OR</u>

2001

DocuSource Print Management 503/256-5554

STATE OF OREGON )

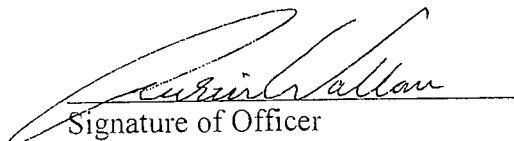
County of Multnomah )

ss. RETURN OF SEARCH WARRANT

I, the undersigned police officer, executed the attached search warrant on the 2<sup>nd</sup> day of October, 2007, at 09:37 (A.M.) P.M., and state that I seized:

X the property listed on the inventory attached hereto and incorporated herein.

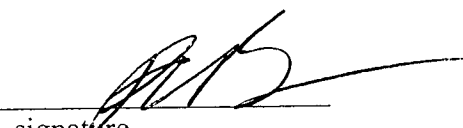
       The following property, to wit:

  
Signature of Officer

Received by Multnomah County, District Attorney's Office

On 3<sup>rd</sup> day of Oct, 2007

Received by: R. Baldwin  
Printed name

  
signature

FILED  
2007 OCT -3 PM 12:21

IN THE CIRCUIT COURT IN THE STATE OF OREGON  
FOR THE COUNTY OF MULTNOMAH

STATE OF OREGON                     )  
  ) ss AFFIDAVIT FOR SEARCH WARRANT  
COUNTY OF MULTNOMAH         )

I, Austin Wallace, being first duly sworn of oath, hereby depose and say:

That I am a Special Agent commissioned by the authority of the Governor of the State of Oregon as a peace officer eligible to make a request for a search warrant, and employed by the Oregon Humane Society as an animal cruelty investigator;

That there is probable cause to believe that the evidence described below is evidence of the crime or crimes of:

ATTEMPT ORS 161.405

ANIMAL ABUSE II ORS 167.315

Application is hereby made for a search warrant to search the following premises located within Multnomah County, Oregon, described as having an address of 5020 SE 115<sup>th</sup> Avenue, Portland, Oregon and to include the residence, outbuildings, cartilage and acreage belonging to the premises. The premises are further described as follows:

The premises are approximately 200 feet south of the intersection of Raymond Court, Portland Oregon and sits on the east side of 115<sup>th</sup> Avenue. A grey colored mail box with the numbers 5020 written in permanent marker are on the opening of the mail box. The mail box is mounted on a wooden post and sits on the south side of the driveway to the residence, close to the main road.

There is a driveway which extends east from the main road, approximately 100 feet to the residence and a brown/tan garage with a basket ball hoop attached to it sits on the north side of the drive way, approximately 50 feet from the entrance to the driveway. The drive way is shared with 5028 SE 115<sup>th</sup> Avenue. The residence sits directly east of 5028 SE 115<sup>th</sup> Avenue. Both residences are on a shared lot belonging to a James Newcomer. The tax lot identification number is R174755.

The main residence appears to be a small bungalow style home with tongue and groove style siding, and painted grey with white trim. The residence has a white door on the west side of the home and the numbers 5020 are mounted on the corner trim of the residence. Approximately eight to ten feet east of the residence, there is an out building,

## GENERAL PROVISIONS

**133.005 Definitions for ORS 131.655, 133.005 to 133.381 and 133.410 to 133.450.** As used in ORS 131.655 and 133.005 to 133.381 and 133.410 to 133.450, unless the context requires otherwise:

(1) "Arrest" means to place a person under actual or constructive restraint or to take a person into custody for the purpose of charging that person with an offense. A "stop" as authorized under ORS 131.605 to 131.625 is not an arrest.

(2) "Federal officer" means a special agent or law enforcement officer employed by a federal agency and who is empowered to effect an arrest with or without a warrant for violations of the United States Code and who is authorized to carry firearms in the performance of duty.

(3) "Peace officer" means a member of the Oregon State Police or a sheriff, constable, marshal, municipal police officer, investigator of a district attorney's office if the investigator is or has been certified as a peace officer in this or any other state, or an investigator of the Criminal Justice Division of the Department of Justice of the State of Oregon. [1973 c.836 §62; 1979 c.656 §1; 1981 c.808 §1; 1991 c.67 §25; 1993 c.254 §1; 1995 c.651 §6]

**133.007 Sufficiency of information or complaint.** (1) An information or complaint is sufficient if it can be understood therefrom that:

(a) The defendant is named, or if the name of the defendant cannot be discovered, the defendant is described by a fictitious name, with the statement that the real name of the defendant is unknown to the complainant.

(b) The offense was committed within the jurisdiction of the court, except when, as provided by law, the act, though done without the county in which the court is held, is triable within.

(c) The offense was committed at some time prior to the filing of the information or complaint and within the time limited by law for the commencement of an action therefor.

(2) The information or complaint shall not contain allegations that the defendant has previously been convicted of any offense that might subject the defendant to enhanced penalties.

(3) Words used in a statute to define an offense need not be strictly followed in the information or complaint, but other words conveying the same meaning may be used. [1973 c.836 §63; 2005 c.22 §101]

**133.010** [Amended by 1965 c.508 §1; repealed by 1973 c.836 §358]

**133.015 Contents of information or complaint.** An information or complaint shall contain substantially the following:

(1) The name of the court in which it is filed;

(2) The title of the action;

(3) A statement that accuses the defendant or defendants of the designated offense or offenses;

(4) A separate accusation or count addressed to each offense charged, if there be more than one;

(5) A statement in each count that the offense charged therein was committed in a designated county;

(6) A statement in each count that the offense charged therein was committed on, or on or about, a designated date, or during a designated period of time;

(7) A statement of the acts constituting the offense in ordinary and concise language, without repetition, and in such manner as to enable a person of common understanding to know what is intended; and

(8) The verification by the complainant and the date of the signing of the information or complaint. [1973 c.836 §64]

**133.020 Magistrate defined.** A magistrate is an officer having power to issue a warrant for the arrest of a person charged with the commission of a crime.

**133.030 Who are magistrates.** The following persons are magistrates:

(1) Judges of the Supreme Court;

(2) Judges of the Court of Appeals;

(3) Judges of the circuit court;

(4) County judges and justices of the peace; and

(5) Municipal judges. [Amended by 1961 c.724 §27; 1969 c.198 §59; 1977 c.746 §1; 1995 c.658 §72]

**133.033 Peace officer; community caretaking functions.** (1) Except as otherwise expressly prohibited by law, any peace officer of this state, as defined in ORS 133.005, is authorized to perform community caretaking functions.

(2) As used in this section, "community caretaking functions" means any lawful acts that are inherent in the duty of the peace officer to serve and protect the public. "Community caretaking functions" includes, but is not limited to:

(a) The right to enter or remain upon the premises of another if it reasonably appears to be necessary to:

(A) Prevent serious harm to any person or property;

(B) Render aid to injured or ill persons;  
or

(C) Locate missing persons.

(b) The right to stop or redirect traffic or aid motorists or other persons when such action reasonably appears to be necessary to:

(A) Prevent serious harm to any person or property;

(B) Render aid to injured or ill persons;  
or

(C) Locate missing persons.

(3) Nothing contained in this section shall be construed to limit the authority of a peace officer that is inherent in the office or that is granted by any other provision of law. [1991 c.959 §1]

**Note:** 133.033 was enacted into law by the Legislative Assembly but was not added to or made a part of ORS chapter 133 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

**133.037** [1971 c.743 §289; 1973 c.836 §33; renumbered 131.655]

**133.040** [Repealed by 1965 c.508 §8]

**133.045** [1969 c.244 §1; 1973 c.836 §65; 1974 c.42 §1; repealed by 1999 c.1051 §72]

**133.050** [Repealed by 1959 c.426 §1]

### CRIMINAL CITATIONS

**133.055 Criminal citation; exception for domestic disturbance; notice of rights.** (1) A peace officer may issue a criminal citation to a person if the peace officer has probable cause to believe that the person has committed a misdemeanor or has committed any felony that is subject to misdemeanor treatment under ORS 161.705. The peace officer shall deliver a copy of the criminal citation to the person. The criminal citation shall require the person to appear at the court of the magistrate before whom the person would be taken pursuant to ORS 133.450 if the person were arrested for the offense.

(2)(a) Notwithstanding the provisions of subsection (1) of this section, when a peace officer responds to an incident of domestic disturbance and has probable cause to believe that an assault has occurred between family or household members, as defined in ORS 107.705, or to believe that one such person has placed the other in fear of imminent serious physical injury, the officer shall arrest and take into custody the alleged assailant or potential assailant.

(b) When the peace officer makes an arrest under paragraph (a) of this subsection, the peace officer is not required to arrest both persons.

(c) When a peace officer makes an arrest under paragraph (a) of this subsection, the peace officer shall make every effort to de-

termine who is the assailant or potential assailant by considering, among other factors:

(A) The comparative extent of the injuries inflicted or the seriousness of threats creating a fear of physical injury;

(B) If reasonably ascertainable, the history of domestic violence between the persons involved;

(C) Whether any alleged crime was committed in self-defense; and

(D) The potential for future assaults.

(3) Whenever any peace officer has reason to believe that a family or household member, as defined in ORS 107.705, has been abused as defined in ORS 107.705 or that an elderly person or a person with disabilities has been abused as defined in ORS 124.005, that officer shall use all reasonable means to prevent further abuse, including advising each person of the availability of a shelter or other services in the community and giving each person immediate notice of the legal rights and remedies available. The notice shall consist of handing each person a copy of the following statement:

IF YOU ARE THE VICTIM OF DOMESTIC VIOLENCE OR ABUSE, you can ask the district attorney to file a criminal complaint. You also have the right to go to the circuit court and file a petition requesting any of the following orders for relief: (a) An order restraining your attacker from abusing you; (b) an order directing your attacker to leave your household; (c) an order preventing your attacker from entering your residence, school, business or place of employment; (d) an order awarding you or the other parent custody of or parenting time with a minor child or children; (e) an order restraining your attacker from molesting or interfering with minor children in your custody; (f) an order awarding you other relief the court considers necessary to provide for your or your children's safety, including emergency monetary assistance. Such orders are enforceable in every state.

You may also request an order awarding support for minor children in your care or for your support if the other party has a legal obligation to support you or your children.

You also have the right to sue for losses suffered as a result of the abuse, including medical and moving expenses, loss of earnings or support, and other out-of-pocket expenses for injuries sustained and damage to your property. This can be done without an attorney in small claims court if the total amount claimed is under \$3,500.



# Senate Bill 406

**Senate Amendments ( [html](#) | [pdf](#) )**

**A-Engrossed ( [html](#) | [pdf](#) )**

**House Amendments to A-Engrossed ( [html](#) | [pdf](#) )**

**B-Engrossed ( [html](#) | [pdf](#) )**

**Introduced ( [html](#) | [pdf](#) )**

**SB 406      By COMMITTEE ON RULES -- Relating to humane special agents.**

- 01/15 (S) Introduction and first reading. Referred to President's desk.
- 01/18 (S) Referred to Judiciary.
- 02/12 (S) Public Hearing held.
- 04/26 (S) Work Session held.
- 05/09 (S) Recommendation: Do pass with amendments. (Printed A-Eng.)
- 05/10 (S) Second reading.
- 05/11 (S) Third reading. Carried by Walker. Passed. Ayes, 16; Nays, 11--Beyer, Ferrioli, George, L., Gordly, Johnson, Kruse, Morse, Nelson, Schrader, Starr, Whitsett; Excused, 3--Atkinson, George, G., Winters.
- 05/14 (H) First reading. Referred to Speaker's desk.
- 05/18 (H) Referred to Judiciary.
- 05/24 (H) Public Hearing held.
- 05/30 (H) Work Session held.
- 06/08 (H) Recommendation: Do pass with amendments and be printed B-Engrossed.
- 06/12 (H) Second reading.
- 06/13 (H) Rules suspended. Carried over to June 14, 2007 Calendar.
- 06/14 (H) Rules suspended. Carried over to June 15, 2007 Calendar.
- 06/15 (H) Rules suspended. Carried over to June 18, 2007 Calendar.
- 06/18 (H) Motion to refer to Elections, Ethics and Rules carried. Referred. Ayes, 54; Nays, 4--Boone, Butler, Clem, Thatcher; Excused, 2--Flores, Tomei.
- 06/28 (H) In committee upon adjournment.

## B-Engrossed Senate Bill 406

Ordered by the House June 8  
Including Senate Amendments dated May 9 and House Amendments dated  
June 8

Sponsored by COMMITTEE ON RULES

### SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure.

Authorizes Governor, upon request from humane investigation agency, to commission persons designated by humane investigation agency as **humane** special agents. Requires humane investigation agency to enter into contract with state regarding agency's responsibilities for commissioned **humane** special agents.

**Requires humane investigation agencies to work cooperatively with law enforcement agencies. Requires humane special agents to defer to direction of law enforcement agency if law enforcement agency is investigating violation of animal welfare laws in law enforcement agency's geographic jurisdiction.**

**Establishes conditions regarding employment and training of humane special agents.**

### A BILL FOR AN ACT

Relating to humane special agents.

**Be It Enacted by the People of the State of Oregon:**

**SECTION 1. (1) As used in this section and sections 2 and 3 of this 2007 Act:**

(a) "Animal welfare laws" includes ORS 164.055 (1)(e), 167.310 to 167.351, 167.334, 167.352, 167.355, 167.360 to 167.375, 167.385, 167.387, 167.388, 167.390 and 167.426 to 167.439.

(b) "Humane investigation agency" means a private, nonprofit animal care agency that has maintained an animal welfare investigation department for at least five years and has had officers commissioned as special agents by the Governor.

(c) "Humane special agent" means a person who has been commissioned under this section.

(d) "Law enforcement agency" includes county sheriffs, municipal police departments, the Department of State Police, other police departments of this state and any district attorney.

(2) Upon the request of a humane investigation agency, the Governor may commission persons designated by the humane investigation agency who shall have the powers of peace officers and, after being commissioned, may act as peace officers to enforce animal welfare laws.

(3) Humane special agents serve at the pleasure of the Governor. The Governor may, for any reason and at any time, refuse to commission a person as a humane special agent or revoke a previously granted commission.

(4) A humane special agent serves at the expense of the humane investigation agency.

(5) A humane investigation agency employing a humane special agent is civilly responsi-

NOTE: Matter in boldfaced type in an amended section is new; matter [italic and bracketed] is existing law to be omitted. New sections are in boldfaced type.

ble for any abuse of the humane special agent's authority.

(6) Before a commission described in subsection (2) of this section becomes effective:

(a) The humane investigation agency must enter into a contract with the State of Oregon. The contract shall provide:

(A) For guidelines and policies to be followed by the humane investigation agency and humane special agents;

(B) That the humane investigation agency will assume liability for the actions of a humane special agent and will indemnify and hold harmless the State of Oregon and its agents and employees from any claims that arise from the activities of the humane special agent;

(C) That the humane investigation agency will obtain insurance coverage to cover claims that arise from the actions of a humane special agent; and

(D) That the humane investigation agency will provide to the State of Oregon sufficient supporting documentation regarding the insurance coverage; and

(b) The person who seeks to be commissioned as a humane special agent must:

(A) Consent to a background investigation; and

(B) Sign an oath of office, provided by the Governor, that requires the person to support the Constitution of the United States, the Constitution of Oregon and the laws thereof and to faithfully discharge the duties of a humane special agent.

**SECTION 2.** (1) Humane investigation agencies shall work cooperatively with law enforcement agencies. If a law enforcement agency requests assistance with the investigation of a violation of animal welfare laws, the humane investigation agency shall provide assistance to the maximum extent the humane investigation agency determines is possible given the resources available.

(2)(a) A humane special agent shall defer to the direction of a law enforcement agency if the law enforcement agency is investigating a violation of animal welfare laws in the law enforcement agency's geographic jurisdiction.

(b) A humane investigation agency may execute a search warrant only with the oversight and prior consent of the law enforcement agency having primary jurisdiction over the geographic area within which the search warrant is to be executed.

(3) An allegation that a humane special agent has abused the agent's authority:

(a) May be investigated by a law enforcement agency or the Governor; and

(b) Shall be forwarded to the Governor if the allegation is received by a humane investigation agency or a law enforcement agency.

**SECTION 3.** (1) Except for a person who has requested and obtained an extension from the Department of Public Safety Standards and Training pursuant to subsection (2) of this section, a person may not be employed as a humane special agent by any humane investigation agency for more than 12 months unless:

(a) The person is a citizen of the United States; and

(b) The person meets the standards for certification as a police officer or certified reserve officer under the provisions of ORS 181.610 to 181.712.

(2) The department, upon the facts contained in an affidavit accompanying the request for an extension, may find good cause for failure to meet the standards described in subsection (1) of this section within 12 months of employment. If the department finds that there is good cause for such failure, the department may extend for up to one year the period that a person may serve as a humane special agent without meeting those standards. The

to assist the disabled person throughout the interrogation or taking of a statement.

(2) The public employer of the arresting peace officer or officer to whom the disabled person is delivered shall pay the fees and expenses of the qualified interpreter if:

(a) The disabled person, subsequent to the arrest, makes a verified statement and provides other information in writing under oath showing inability to obtain a qualified interpreter, and provides any other information required by the court having jurisdiction over the offense for which the disabled person was arrested concerning the inability to obtain such an interpreter; and

(b) It appears to the court that the disabled person was without means and was unable to obtain a qualified interpreter.

(3) As used in this section:

(a) "Disabled person" means a person who cannot readily understand or communicate the English language, or cannot understand the proceedings or a charge made against the person, or is incapable of presenting or assisting in the presentation of a defense, because of deafness, or because of a physical hearing impairment or physical speaking impairment.

(b) "Qualified interpreter" means a person who is readily able to communicate with the disabled person, translate the proceedings, and accurately repeat and translate the statements of the disabled person to the officer or other person. [1973 c.386 §3; 1981 s.s. c.3 §139; 1989 c.224 §9]

**133.520** [Amended by 1965 c.508 §2; 1973 c.836 §75; renumbered 133.450]

## SEARCH AND SEIZURE (Generally)

**133.525 Definitions for ORS 133.525 to 133.703.** As used in ORS 133.525 to 133.703, unless the context requires otherwise:

(1) "Judge" means any judge of the circuit court, the Court of Appeals, the Supreme Court, any justice of the peace or municipal judge authorized to exercise the powers and perform the duties of a justice of the peace.

(2) "Police officer" means a sheriff, municipal police officer, member of the Oregon State Police, investigator of a district attorney's office if the investigator is or has been certified as a peace officer in this or any other state, or an investigator of the Criminal Justice Division of the Department of Justice. [1973 c.836 §81; 1979 c.656 §2; 1991 c.67 §27; 1995 c.651 §7]

**133.530** [Repealed by 1965 c.508 §8]

**133.535 Permissible objects of search and seizure.** The following are subject to search and seizure under ORS 133.525 to 133.703:

(1) Evidence of or information concerning the commission of a criminal offense;

(2) Contraband, the fruits of crime, or things otherwise criminally possessed;

(3) Property that has been used, or is possessed for the purpose of being used, to commit or conceal the commission of an offense; and

(4) A person for whose arrest there is probable cause or who is unlawfully held in concealment. [1973 c.836 §82]

**133.537 Protection of things seized; liability of agency.** (1) In all cases of seizure, an agency that seizes property shall take reasonable steps to safeguard and protect the things seized against loss, damage and deterioration.

(2) Notwithstanding subsection (1) of this section, an agency that seizes property is not liable for loss, damage or deterioration resulting from any reasonable actions taken to secure or develop evidence. [1991 c.540 §2]

**Note:** 133.537 was added to and made a part of 133.525 to 133.703 by legislative action but was not added to any smaller series therein. See Preface to Oregon Revised Statutes for further explanation.

**133.540** [Repealed by 1965 c.508 §8]

## (Search and Seizure Pursuant to Warrant)

**133.545 Issuance and execution of search warrant.** (1) A search warrant may be issued only by a judge. A search warrant issued by a judge of the Supreme Court or the Court of Appeals may be executed anywhere in the state. Except as otherwise provided in subsection (2) of this section, a search warrant issued by a judge of a circuit court may only be executed within the judicial district in which the court is located. A search warrant issued by a justice of the peace may only be executed within the county in which the justice court is located. A search warrant issued by a municipal judge authorized to exercise the powers and perform the duties of a justice of the peace may only be executed in the municipality in which the court is located.

(2) Notwithstanding subsection (1) of this section, a circuit court judge may authorize execution of a search warrant outside of the judicial district in which the court is located, if the judge finds from the application that one or more of the objects of the search relate to an offense committed or triable within the judicial district in which the court is located. If the warrant authorizes the installation or tracking of a mobile

tracking device, the officer may track the device in any county to which it is transported.

(3) Application for a search warrant may be made only by a district attorney or by any police officer.

(4) The application shall consist of a proposed warrant in conformance with ORS 133.565, and shall be supported by one or more affidavits particularly setting forth the facts and circumstances tending to show that the objects of the search are in the places, or in the possession of the individuals, to be searched. If an affidavit is based in whole or in part on hearsay, the affiant shall set forth facts bearing on any unnamed informant's reliability and shall disclose, as far as possible, the means by which the information was obtained.

(5) Instead of the written affidavit described in subsection (4) of this section, the judge may take an oral statement under oath. The oral statement shall be recorded and transcribed. The transcribed statement shall be considered to be an affidavit for the purposes of this section. In such cases, the recording of the sworn oral statement and the transcribed statement shall be certified by the judge receiving it and shall be retained as a part of the record of proceedings for the issuance of the warrant.

(6)(a) In addition to the procedure set out in subsection (5) of this section, the proposed warrant and the affidavit may be sent to the court by facsimile transmission or any similar electronic transmission that delivers a complete printable image of the signed and acknowledged affidavit and proposed warrant.

(b) When a court issues a warrant upon an application made under paragraph (a) of this subsection:

(A) The court may transmit the signed warrant to the district attorney or police officer by means of facsimile transmission or similar electronic transmission, as described in paragraph (a) of this subsection. The court shall file the original signed warrant and a printed image of the district attorney's or police officer's application with the return.

(B) The district attorney or police officer shall deliver the original signed and acknowledged affidavit to the court with the return. [1973 c.836 §83; 1985 c.344 §1; 1989 c.983 §3; 1995 c.658 §73; 1999 c.56 §1]

**133.550** [Repealed by 1973 c.836 §358]

**133.555 Hearing.** (1) Before acting on the application, the judge may examine on oath the affiants, and the applicant and any witnesses the applicant may produce, and may call such witnesses as the judge considers

necessary to a decision. The judge shall make and keep a record of any testimony taken before the judge. The record shall be admissible as evidence on any motion to suppress.

(2) If the judge finds that the application meets the requirements of ORS 133.535 and that, on the basis of the record made before the judge, there is probable cause to believe that the search will discover things specified in the application and subject to seizure under ORS 133.535, the judge shall issue a search warrant based on the finding of the judge and in accordance with the requirements of ORS 133.545 to 133.615. If the judge does not so find, the judge shall deny the application.

(3) The judge may orally authorize a police officer or a district attorney to sign the judge's name on a duplicate original warrant. A duplicate original warrant shall be a search warrant for the purposes of ORS 133.535 to 133.615, and it shall be returned to the judge as provided in ORS 133.615. In such cases a judge shall enter on the face of the original warrant the exact time of the issuance of the warrant and shall sign and file the original warrant in the manner provided by law.

(4) Until the warrant is executed, the proceedings upon application for a search warrant shall be conducted with secrecy appropriate to the circumstances. [1973 c.836 §84]

**133.560** [Repealed by 1973 c.836 §358]

**133.565 Contents of search warrant.** (1) A search warrant shall be dated and shall be addressed to and authorize its execution by an officer authorized by law to execute search warrants.

(2) The warrant shall state, or describe with particularity:

(a) The identity of the judge issuing the warrant and the date the warrant was issued;

(b) The name of the person to be searched, or the location and designation of the premises or places to be searched;

(c) The things constituting the object of the search and authorized to be seized; and

(d) The period of time, not to exceed five days, after execution of the warrant except as provided in subsection (3) of this section, within which the warrant is to be returned to the issuing authority.

(3) Except as otherwise provided herein, the search warrant shall be executed between the hours of 7 a.m. and 10 p.m. and within five days from the date of issuance. The judge issuing the warrant may, however, by indorsement upon the face of the warrant, authorize its execution at any time of the day or night and may further authorize its

execution after five days, but not more than 10 days from date of issuance. [1973 c.836 §85]

**133.575 Execution of warrant.** (1) A search warrant may be executed only within the period and at the times authorized by the warrant and only by a police officer. A police officer charged with its execution may be accompanied by such other persons as may be reasonably necessary for the successful execution of the warrant with all practicable safety.

(2) The executing officer shall, before entering the premises, give appropriate notice of the identity, authority and purpose of the officer to the person to be searched, or to the person in apparent control of the premises to be searched, as the case may be.

(3) Except as provided in ORS 133.619, before undertaking any search or seizure pursuant to the warrant, the executing officer shall read and give a copy of the warrant to the person to be searched, or to the person in apparent control of the premises to be searched. If the premises are unoccupied or there is no one in apparent control, the officer shall leave a copy of the warrant suitably affixed to the premises. [1973 c.836 §86; 1989 c.983 §4]

**133.585** [1973 c.836 §87; repealed by 1997 c.313 §37]

**133.595 List of things seized.** Except as provided in ORS 133.619, promptly upon completion of the search, the officer shall make a list of the things seized, and shall deliver a receipt embodying the list to the person from whose possession they are taken, or the person in apparent control of the premises or vehicle from which they are taken. If the vehicle or premises are unoccupied or there is no one present in apparent control, the executing officer shall leave the receipt suitably affixed to the vehicle or premises. [1973 c.836 §88; 1989 c.983 §5]

**133.605 Use of force in executing warrants.** (1) The executing officer and other officers accompanying and assisting the officer may use the degree of force, short of deadly physical force, against persons, or to effect an entry, or to open containers, as is reasonably necessary for the execution of the search warrant with all practicable safety.

(2) The use of deadly physical force in the execution of a search warrant is justifiable only:

(a) If the officer reasonably believes that there is a substantial risk that things to be seized will be used to cause death or serious physical injury if their seizure is delayed and that the force used creates no substantial risk of injury to persons other than those obstructing the officer; or

(b) If the officer reasonably believes that the use of deadly physical force is necessary

to defend the officer or another person from the use or threatened imminent use of deadly physical force. [1973 c.836 §89]

**133.610** [Amended by 1963 c.511 §1; 1965 c.508 §3; 1973 c.836 §138; renumbered 135.070]

**133.615 Return of the warrant.** (1) If a search warrant is not executed within the time specified by the warrant, the officer shall forthwith return the warrant to the issuing judge.

(2) An officer who has executed a search warrant shall, as soon as is reasonably possible and in no event later than the date specified in the warrant, return the warrant to the issuing judge together with a signed list of things seized and setting forth the date and time of the search.

(3) Subject to the provisions of subsection (4) of this section, the issuing judge shall file the warrant and list returned to the judge, with the record of the proceedings on the application for the warrant made pursuant to ORS 133.555.

(4) If the issuing judge does not have jurisdiction to inquire into the offense in respect to which the warrant was issued or the offense apparently disclosed by the things seized, the judge shall transmit the warrant and the record of proceedings for its issuance, together with the documents submitted on the return, to the clerk of the appropriate court having jurisdiction to inquire into such offense. [1973 c.836 §90]

**133.617 "Mobile tracking device" defined.** As used in ORS 133.545 and 133.619, unless the context requires otherwise, "mobile tracking device" means an electronic or mechanical device which permits the tracking of the movement of a person or object. [1989 c.983 §1]

**Note:** 133.617 and 133.619 were enacted into law by the Legislative Assembly but were not added to or made a part of ORS chapter 133 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

**133.619 Execution of warrant authorizing mobile tracking device.** (1) A warrant authorizing the installation or tracking of a mobile tracking device shall be executed as provided in this section.

(2) The officer need not inform any person of the existence or content of the warrant prior to its execution.

(3) Except as provided in subsection (4) of this section, the officer need not deliver or leave a receipt for things seized or observations made under authority of the warrant.

(4) Within five days of the execution of the warrant, or, in the case of an ongoing investigation, within such additional time as the issuing judge may allow upon application, the officer shall mail a receipt for

# House Bill 3348

Enrolled ( [html](#) | [pdf](#) )  
Introduced ( [html](#) | [pdf](#) )

**HB 3348** By COMMITTEE ON JUDICIARY -- Relating to search warrants; and declaring an emergency.

- 03/12 (H) First reading. Referred to Speaker's desk.
- 03/13 (H) Referred to Judiciary.
- 04/17 (H) Public Hearing held.
- 04/20 (H) Public Hearing held.
- 04/23 (H) Work Session held.
- 04/24 (H) Recommendation: Do pass.
- 04/27 (H) Second reading.
- 04/28 (H) Rules suspended. Carried over to April 29, 2009 Calendar.
- 04/29 (H) Third reading. Carried by Smith J.. Passed. Ayes, 56; Nays, 2--Freeman, Gilman; Excused, 2--Cannon, VanOrman.
- 04/30 (S) First reading. Referred to President's desk.
- 05/04 (S) Referred to Judiciary.
- 05/19 (S) Public Hearing and Work Session held.
- 05/27 (S) Recommendation: Do pass.
- 05/27 (S) Second reading.
- 05/28 (S) Carried over to 05-29 by unanimous consent.
- 05/29 (S) Third reading. Carried by Prozanski. Passed. Ayes, 16; nays, 8--Atkinson, Ferrioli, George, Girod, Kruse, Morse, Starr, Whitsett; excused, 6--Burdick, Carter, Dingfelder, Morrisette, Nelson, Walker.
- 06/11 (H) Speaker signed.
- 06/11 (S) President signed.
- 06/17 (H) Governor signed.
- 06/17 (H) Chapter 334, (2009 Laws): Effective date June 17, 2009.

**Enrolled**  
**House Bill 3348**

Sponsored by COMMITTEE ON JUDICIARY

CHAPTER .....

AN ACT

Relating to search warrants; amending ORS 133.545 and 133.555; and declaring an emergency.

**Be It Enacted by the People of the State of Oregon:**

**SECTION 1.** ORS 133.545 is amended to read:

133.545. (1) A search warrant may be issued only by a judge. A search warrant issued by a judge of the Supreme Court or the Court of Appeals may be executed anywhere in the state. Except as otherwise provided in subsection (2) of this section, a search warrant issued by a judge of a circuit court may *[only]* be executed **only** within the judicial district in which the court is located. A search warrant issued by a justice of the peace may *[only]* be executed **only** within the county in which the justice court is located. A search warrant issued by a municipal judge authorized to exercise the powers and perform the duties of a justice of the peace may *[only]* be executed **only** in the municipality in which the court is located.

(2) Notwithstanding subsection (1) of this section, a circuit court judge may authorize execution of a search warrant outside *[of]* the judicial district in which the court is located, if the judge finds from the application that one or more of the objects of the search relate to an offense committed or triable within the judicial district in which the court is located. If the warrant authorizes the installation or tracking of a mobile tracking device, the officer may track the device in any county to which it is transported.

(3) Application for a search warrant may be made only by a district attorney *[or by any police officer]*, **a police officer or a special agent employed under ORS 131.805.**

(4) The application shall consist of a proposed warrant in conformance with ORS 133.565, and shall be supported by one or more affidavits particularly setting forth the facts and circumstances tending to show that the objects of the search are in the places, or in the possession of the individuals, to be searched. If an affidavit is based in whole or in part on hearsay, the affiant shall set forth facts bearing on any unnamed informant's reliability and shall disclose, as far as possible, the means by which the information was obtained.

(5) Instead of the written affidavit described in subsection (4) of this section, the judge may take an oral statement under oath. The oral statement shall be recorded and transcribed. The transcribed statement *[shall be considered to be]* is an affidavit for the purposes of this section. In such cases, the recording of the sworn oral statement and the transcribed statement shall be certified by the judge receiving it and shall be retained as a part of the record of proceedings for the issuance of the warrant.

(6)(a) In addition to the procedure set out in subsection (5) of this section, the proposed warrant and the affidavit may be sent to the court by facsimile transmission or any similar electronic transmission that delivers a complete printable image of the signed affidavit and proposed warrant.



The affidavit may have a notarized acknowledgment, or the affiant may swear to the affidavit by telephone. A judge administering an oath telephonically under this subsection must execute a declaration that recites the manner and time of the oath's administration. The declaration must be filed with the return.

(b) When a court issues a warrant upon an application made under paragraph (a) of this subsection:

(A) The court may transmit the signed warrant to the *[district attorney or police officer]* **person making application under subsection (3) of this section** by means of facsimile transmission or similar electronic transmission, as described in paragraph (a) of this subsection. The court shall file the original signed warrant and a printed image of the *[district attorney's or police officer's]* application with the return.

(B) The *[district attorney or police officer]* **person making application** shall deliver the original signed affidavit to the court with the return. If the affiant swore to the affidavit by telephone, the affiant must so note next to the affiant's signature on the affidavit.

**SECTION 2.** ORS 133.555 is amended to read:

133.555. (1) Before acting on the application, the judge may examine on oath the affiants, and the applicant and any witnesses the applicant may produce, and may call such witnesses as the judge considers necessary to a decision. The judge shall make and keep a record of any testimony taken before the judge. The record shall be admissible as evidence on any motion to suppress.

(2) If the judge finds that the application meets the requirements of ORS *[133.535]* **133.545** and that, on the basis of the record made before the judge, there is probable cause to believe that the search will discover things specified in the application and subject to seizure under ORS 133.535, the judge shall issue a search warrant based on the finding of the judge and in accordance with the requirements of ORS 133.545 to 133.615. If the judge does not so find, the judge shall deny the application.

(3) The judge may orally authorize a police officer, *[or]* a district attorney **or a special agent employed under ORS 131.805** to sign the judge's name on a duplicate original warrant. A duplicate original warrant shall be a search warrant for the purposes of ORS 133.535 to 133.615, and it shall be returned to the judge as provided in ORS 133.615. In such cases a judge shall enter on the face of the original warrant the exact time of the issuance of the warrant and shall sign and file the original warrant in the manner provided by law.

(4) Until the warrant is executed, the proceedings upon application for a search warrant shall be conducted with secrecy appropriate to the circumstances.

**SECTION 3.** This 2009 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2009 Act takes effect on its passage.



MICHAEL D. SCHRUNK, District Attorney for Multnomah County

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May 1, 2003

Tom Buchholz  
109 10<sup>th</sup> Street  
Oregon City, Oregon 97045

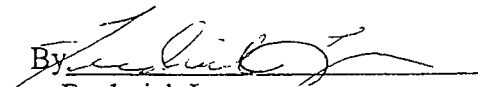
Dear Mr. Buchholz:

Mr. Schrunk has referred your letter of April 17, 2003 to me. In response to your first set of questions, a police officer must apply for and execute a search warrant. There is no prohibition to an Animal Control Officer being present during the execution of a warrant.

In response to your second set of questions, MC 13.505 sets out the reasons why an animal may be impounded under the code. This is a separate procedure from the criminal law procedures set out in the Oregon Revised Statutes. It is possible that in some circumstances, both procedures might be applicable. MC 13.505 sets out the time periods for which an animal may be held and the notice requirements that owners must be given. If these terms have been met and the owner does not redeem the animal, the animal may be released for adoption or disposed of. These procedures are designed to ensure that owners' rights are protected.

Very truly yours,

MICHAEL D. SCHRUNK  
District Attorney  
Multnomah County, Oregon

By   
Frederick Lenzser  
Senior Deputy District Attorney

FL:jc



**AMERICAN PROPERTY MANAGEMENT CORP.**

2154 N.E. Broadway Portland, Oregon 97232

Mailing Address: P.O. Box 12127, Portland, Oregon 97212

Phone 503-281-7779 Fax 503-460-2616

***INDUSTRIAL/WAREHOUSE LEASE AGREEMENT***

This Lease, ("LEASE"), dated for reference purposes only,

**February 12, 2010**

is made by and between

**AMERICAN PROPERTY MANAGEMENT CORP. as agent for and on behalf of**

**WESTON INVESTMENT CO. LLC, ("LESSOR"), and**

**Multnomah County, Oregon, ("LESSEE").**

**AMERICAN PROPERTY MANAGEMENT CORP. Account #C-349-5240-03**

LESSOR hereby leases to LESSEE the following:

**2955 NE 172<sup>nd</sup> Place**

consisting of approximately **7,506** square feet of office space and approximately **10,644** square feet

of warehouse space for a total of **18,150** square feet ("Premises")

(as measured from the center of the tenant demising walls)

(This measurement includes a load factor for the building of **0%**)

in **Columbia Gorge Corporate Center, Building "E"** ("Building")

at **2955-2989 NE 172<sup>nd</sup> Place, Gresham, OR 97230**

for a term commencing **July 1, 2010** ("Commencement Date")

and continuing through **June 30, 2017**; ("Expiration Date")

at an initial Base Rental of **\$10,176.50 NNN (U.S.)** per month ("Base Rent") (see Section 27.1)

payable in advance on the first day of each month at

**2154 N.E. Broadway, Suite #200, Portland, Oregon 97232-1561**

commencing **July 1, 2010**.

01/22/09

**(1)**

LESSOR INITIAL \_\_\_\_\_ LESSEE INITIAL *fw*

LESSOR and LESSEE covenant and agree as follows:

## 1.1 ACCEPTANCE OF LEASED PREMISES

Except as may be provided for in any exhibit, appendix or rider hereto, occupancy shall be construed to mean that LESSEE expressly acknowledges that it has fully inspected the Premises and accepts the Premises in their present condition. LESSEE further acknowledges LESSOR shall not be responsible for any alterations, improvements or repairs unless by written agreement of the parties, attached to and made a part of this Lease. The Premises square footage is an approximation only and may vary from the actual square footage. Prior to occupancy LESSEE may inspect and measure the Premises to confirm the square footage. Pursuant to the above, however, as of occupancy LESSEE shall be deemed to have accepted the Premises; and will be deemed to have waived any objection to the square footage approximations set forth herein.

The Premises will be field measured after the demising walls are in place (prior to Lease Commencement Date) using the NAIOP Standard of Measurement and the LEASE will be amended if necessary to reflect the adjusted square feet.

## 1.2 EARLY POSSESSION

If LESSEE occupies the Premises prior to said Commencement Date, such occupancy shall be subject to all provisions of this LEASE, such occupancy shall not advance the Expiration Date, and if LESSEE is open for business, LESSEE shall pay rent for such period at the initial monthly rates set forth above.

## 1.3 TENDER OF POSSESSION

Lessor will use commercially reasonable efforts to achieve Substantial Completion and tender possession of the Premises to LESSEE on or before the Commencement Date. If LESSOR is unable to achieve Substantial Completion on or before the Commencement Date for any reason, this Lease remains in full force and effect and LESSOR is not liable to LESSEE for any resulting loss or damage; provided, however, that LESSOR will appropriately adjust the Commencement Date and, unless the delay is caused by LESSEE Delay, the Rent Commencement Date.

## 1.4 COMMENCEMENT DATE MEMORANDUM

Promptly after the Commencement Date, LESSOR will deliver to LESSEE the Commencement Date Memorandum with all blanks properly completed. Within ten (10) days after receipt, LESSEE will execute and deliver the Commencement Date Memorandum to LESSOR. If LESSEE does not timely execute and deliver to LESSOR the Commencement Date Memorandum, LESSOR and any prospective purchaser or encumbrancer may conclusively rely on the information contained in the unexecuted Commencement Date Memorandum LESSOR delivered to LESSEE.

## 1.5 ACCESS PRIOR TO SUBSTANTIAL COMPLETION

If LESSEE so requests, LESSOR will allow LESSEE limited access to the Premises prior to Substantial Completion to begin installing equipment, fixtures, and cabling. Any such access will be subject to LESSOR'S prior consent in each instance, which consent will not be unreasonably withheld but may be conditioned on LESSEE'S work not interfering with the construction of Tenant's Improvements. Any such use of the Premises is also subject to, and LESSEE must comply with and observe, all applicable Laws and all other terms and conditions of this LEASE. In no event may LESSEE conduct business in the Premises during such early access period. It is expressly understood and agreed that the limited license granted by LESSOR to LESSEE hereunder shall not be deemed to be a grant of possession of the Premises and LESSEE'S obligation to pay Rent shall not commence until the Commencement Date of the LEASE.

## 1.6 DELAYED SUBSTANTIAL COMPLETION

LESSOR agrees to use commercially reasonable efforts to Substantially Complete the Premises by the Commencement Date, subject to delays resulting from Force Majeure and LESSEE Delay. If, despite said efforts, LESSOR is unable to Substantially Complete by such date, LESSOR shall not be subject to liability therefore, nor shall such failure affect the validity of this LEASE. LESSEE shall not, however, be obligated to pay Rent or perform its other obligations until the Commencement Date. If Substantial Completion does not occur within ninety (90) days after the Commencement Date ("Late Delivery Date"), LESSEE may, at its option, by notice in writing given any time after the Late Delivery Date but prior to occurrence of Substantial Completion, state its intention to terminate this LEASE, in which event unless LESSOR achieves Substantial Completion within thirty (30) days after the date of such LESSEE notice, this LEASE shall terminate and the parties to this LEASE shall be discharged from further obligations hereunder. If such written notice is not received by LESSOR within said period, LESSEE'S right to terminate this LEASE shall terminate. Except as otherwise provided, if possession is not tendered to LESSEE by the Late Delivery Date and LESSEE does not terminate this LEASE, any period of rent abatement that LESSEE would otherwise have enjoyed shall continue for a period equal to what LESSEE would otherwise have enjoyed under the terms of this LEASE, but minus any days of delay caused by the acts or omissions of LESSEE. If LESSEE receives any such continuation of rent abatement, then the Term will be extended by the number of days of such continuation. The Late Delivery Date will be extended day for day for delays by reason of LESSEE Delay or Force Majeure. LESSEE'S rights under this section will be LESSEE'S sole and exclusive rights and remedies against LESSOR for any delay in achieving Substantial Completion of the Premises.

## 2.1 RENT PAYMENT

Upon LESSEE'S execution of the LEASE, LESSEE shall pay the Base Rent for the first calendar month of the LEASE term for which rent is payable. LESSEE shall pay the Base Rent for the Premises and any additional charges provided herein without deduction or offset. Rent for any partial month during the lease term shall be prorated to reflect the number of days during the month that LESSEE occupies the Premises based on a thirty (30) day month/360 day year. Rent or any additional charges not paid when due shall bear interest at the rate of one-and-one-half percent (1 1/2%) per month until paid in full. LESSOR may at its option impose a late charge of .10 for each \$1 due or \$50.00, whichever is greater, for rent or other additional charges paid made more than 10 days after its due date in lieu of interest for the first month of delinquency, without waiving any other remedies available for default.

## 2.2 INITIAL MONTHLY RENT BREAKDOWN

Warehouse:	
\$.31 per useable sq. ft. per month (x) 18,150 useable sq. ft. of warehouse =	\$5,626.50 NNN
Office Surcharge:	
\$.65 NNN per useable sq. ft. per month (x) 7,000 useable sq. ft. (not the actual 7,506 square feet) of office =	\$4,550.00 NNN
INITIAL MONTHLY RENT =	\$10,176.50 NNN

## 2.3 ADDITIONAL RENT

Section 27 of this LEASE requires LESSEE to pay LESSEE'S Share of Property Expenses as Additional Rent pursuant to estimates LESSOR delivers to LESSEE. LESSEE will make all such payments in accordance with Section 27.4 without deduction or offset and without LESSOR'S previous demand, invoice or notice for payment. LESSEE will pay all other Additional Rent described in this LEASE within ten (10) days after receiving LESSOR'S invoice for such Additional Rent. LESSEE will make all Additional Rent payments to the same location and in the same manner as LESSEE'S Basic Rent payments.

## 3.1 SECURITY DEPOSIT

Deleted in its entirety.

## 4.1 USE OF PREMISES

LESSEE shall use said demised Premises during the term of this LEASE for the conduct of the following business: **Sheriff's Office warehouse and training facility and related office use of Multnomah County** and for no other purpose whatsoever without LESSOR'S written consent.

The LESSEE will not make any unlawful, improper or offensive use of said Premises; LESSEE will not suffer any strip or waste thereof; LESSEE will not create or permit any objectionable fumes, noise, vibration or odor to escape or to be emitted from said Premises or do anything or permit anything to be done upon or about said Premises in any way tending to create a nuisance; LESSEE will not sell or permit to be sold any spirituous, vinous or malt liquors on said Premises, excepting such as LESSEE may be licensed by law to sell and as may be herein expressly permitted; nor will LESSEE sell or permit to be sold any controlled substance on or about said Premises.

The LESSEE will not allow the leased Premises at any time to fall into such a state of repair or disorder as to increase the fire hazard thereon; LESSEE shall not install any power machinery on said Premises except under the supervision and with the written consent of the LESSOR; LESSEE shall not store gasoline or other highly combustible materials on said Premises at any time; LESSEE will not use said Premises in such a way or for such a purpose that the fire and liability insurance rates for the Building in which said Premises are located is thereby increased or that would prevent the LESSOR to obtain reduced premium rates for long term fire and liability insurance policies. LESSEE shall not conduct any activities that will in any manner degrade or damage the reputation of the Building.

If the Premises herein LEASED are located at street level, then at all times LESSEE shall keep the sidewalks in front of the demised Premises free and clear of ice, snow, rubbish, debris and obstruction; and if the LESSEE occupies the entire Building, LESSEE will not permit rubbish, debris, ice or snow to accumulate on the roof of said Building so as to stop up or obstruct gutters or downspouts or cause damage to said roof, and will hold harmless and protect the LESSOR against any injury whether to LESSOR or to LESSOR'S property or to any other person or property caused by LESSEE'S failure in that regard.

The LESSEE will not overload the floors of said Premises in such a way as to cause any undue or serious stress or strain upon the Building in which said demised Premises are located, or any part thereof, and the LESSOR shall have the right, at any time, to call upon any competent engineer or architect whom the LESSOR may choose, to decide whether or not the floors of said Premises, or any part thereof, are being overloaded so as to cause any undue or serious stress or strain is such as to endanger or injure said Building, or any part thereof, then and in that event the LESSEE agrees immediately to relieve said stress or strain either by reinforcing the Building or by lightening the load which causes such stress or strain in a manner satisfactory to the LESSOR. LESSEE agrees that all activities in the Premises be conducted in a safe manner to comply with all life, fire and safety codes of the City Fire Bureau, and the insurance carrier. LESSEE agrees to maintain the LEASED space in a clean manner at all times, and to perform any cleaning tasks and record keeping of same as requested by any City Fire Bureau, Building owner, or insurance carrier. LESSEE agrees that they will maintain at their expense, all required fire preventions, fire suppressant equipment other than the Building sprinkler systems, as requested or required by the City or the insurance carrier. LESSEE is not allowed to use the space for any spray painting unless they have complied with all City Codes allowing such use and written evidence of compliance has been supplied to the LESSOR, and LESSOR has issued a written authorization to the LESSEE permitting such use. Any hand wood finishing allowed by the City Fire Bureau is to be done in a safe manner and all material stored in approved receptacles. LESSEE agrees that if practical, that upon leaving Premises each day, they will shut off the entire electrical source at the main disconnect in their area.

If the LESSOR is required by City Code or the insurance carrier to add additional fire prevention device of any kind, the LESSEE agrees to pay their proportionate costs based on the square footage amortized over the remaining term of the LEASE, or to vacate the space.

LESSEE shall comply at LESSEE'S own expense with all laws and regulations of any Municipal, County, State, Federal or other public authority, including the Americans with Disabilities Act (ADA), respecting the use of said Premises.

The LESSEE shall regularly occupy and use the demised Premises for the conduct of LESSEE'S business, and shall not abandon or vacate the Premises for more than ten (10) days without written approval of LESSOR.

## 4.2 EQUIPMENT

LESSEE shall install in the Premises only such equipment as is customary for LESSEE'S use and shall not overload the weight capacity of the floors or the capacity of the electrical circuits of the Premises or Building or alter the plumbing or wiring of the Premises or Building. LESSOR must approve, in advance, the location and manner of installing any electrical, heat generating or communication equipment or exceptionally heavy articles. Any additional air conditioning required because of heat generating equipment or special lighting installed by the LESSEE shall be installed and maintained at LESSEE'S expense. LESSOR shall have no obligation to permit the installation of equipment by any telecommunications provider whose equipment is not then servicing the Building.

## 4.3 SIGNS

No signs, banners, awnings, antennas, or other apparatus shall be painted on or attached to the Building or anything placed on any glass or woodwork of the Premises or positioned so as to be visible from outside the Premises without LESSOR'S written approval as to design, size, location and color. All signs installed by LESSEE shall comply with LESSOR'S standards for signs and all applicable codes and ordinances and all signs and sign hardware shall be removed upon termination of this LEASE with the sign location restored to its former state unless LESSOR elects to retain all or any portion thereof. If the Building has a designated sign area and such area has space available then LESSEE may request to have LESSEE'S business name placed on said space at a set rate determined by LESSOR for the set-up and installation.

In the event local codes place an overall sign size restriction on the Building, LESSEE'S Building sign shall not exceed such overall size limit multiplied by the ratio of the area of the Premises divided by the overall area of the Building.

## 4.4 LAWS/PROPERTY RULES

This LEASE is subject and subordinate to all Laws. A copy of the current Property Rules is attached to this LEASE as Exhibit "E". LESSOR may revise the Property Rules from time to time in LESSOR'S reasonable discretion. Relative to the terms of this LEASE dealing with Rules and Regulations, if any LESSOR shall give LESSEE thirty (30) days prior written notice of the adoption of rules and regulations or any changes or additions to existing rules and regulations. All rules and regulations shall be applied to LESSEE'S in a non-discriminatory manner.

## 4.5 COMMON AREA

LESSOR grants LESSEE the non-exclusive right, together with all other occupants of the Property and their agents, employees and invitees, to use the Common Area during the Term, subject to all Laws. LESSOR may, at LESSOR'S sole and exclusive discretion, make changes to the Common Area. LESSOR'S rights regarding the Common Area include, but are not limited to, the right to (a) restrain unauthorized persons from using the Common Area; (b) temporarily close any portion of the Common Area (i) for repairs, improvements or Alterations, (ii) to discourage unauthorized use, (iii) to prevent dedication or prescriptive rights, or (iv) for any other reason LESSOR deems sufficient in LESSOR'S judgment; (c) change the shape and size of the Common Area; (d) add, eliminate or change the location of any improvements located in the Common Area and construct buildings or other structures in the Common Area; and (e) impose and revise Property Rules concerning use of the Common Area, including without limitation any parking facilities comprising a portion of the Common Area, provided LESSOR'S exercise of such rights do not materially impair LESSOR access to or use of the Premises.

## 5.1 UTILITIES AND SERVICES

LESSEE shall be solely responsible for and pay for all charges for all heat, light, water, air conditioning, electricity, gas, telecommunications, cable, garbage service, janitorial service and any other utilities used or consumed in or on the Premises during the existence of this LEASE unless otherwise agreed between LESSOR and LESSEE. LESSEE shall comply with all government laws or regulations regarding the use or reduction of

use of utilities on the Premises. Interruption of services or utilities shall not be deemed an eviction or disturbance of LESSEE'S use and possession of the Premises, render LESSOR liable to LESSEE for damages, or relieve LESSEE from performance of LESSEE'S obligations under this LEASE, but LESSOR shall take all reasonable steps to correct any interruptions in service. Electrical service furnished will be 110 volts unless different service already exists in the Premises. LESSEE shall provide its own surge protection for power furnished to the Premises.

LESSEE shall be solely responsible for and promptly pay for the removal of all debris, cardboard, all and any other refuse generated in LESSEE'S moving into Premises including the replacement of office furniture and equipment during tenancy and in vacating the Premises. Upon request, LESSOR shall supply LESSEE the name of a recycling company to remove recyclable items. LESSEE shall pay such additional charge in full upon receipt of statement.

## 6.1 LESSOR'S OBLIGATIONS

LESSOR will keep and maintain in good order, condition and repair, reasonable wear and tear excepted, the (a) exterior surfaces of the exterior walls (excluding windows and plate glass) and roof of Building, (b) structural integrity of the footings, foundations, exterior walls and roof of the Building, (c) Common Area (including all landscaping and parking areas adjacent to the Building), and (d) common utility systems up to boundary of the Premises. LESSEE shall promptly notify LESSOR of the necessity of repairs which LESSEE may have knowledge and for which LESSOR may be responsible under the provisions of this LEASE. LESSOR will also perform any repairs or replacements to the Premises or Property necessitated by Casualty, subject to the provisions of Section 8.1 (Fire or Casualty). Neither Base Rent nor Additional Rent will be reduced, nor will LESSOR be liable, for loss or injury to or interference with LESSEE'S property, profits or business arising from or in connection with LESSOR'S reasonable performance of its obligations under this Section 6.1.

## 6.2 LESSEE'S OBLIGATIONS

### 6.2.1 Maintenance of Premises

Except for LESSOR'S obligations described in Section 6.1, LESSEE, at its sole cost and expense, will keep and maintain the Premises in good, clean, sanitary, neat and fully operative condition and repair, reasonable wear and tear excepted. LESSEE'S obligations under this section include, without limitation, maintenance and repair (including replacements) of all: (a) non-structural interior portions, systems and equipment; (b) interior surfaces of exterior walls; (c) interior moldings, partitions and ceilings; (d) slabs, floors and structural columns; (e) windows, plate glass, and doors; and (f) electrical, lighting, mechanical, plumbing, heating and air conditioning systems, facilities, fixtures and components serving the Premises. Any repairs or replacements performed by LESSEE must be at least equal in quality and workmanship to the original work and be in accordance with all Laws. LESSEE will at all times and at LESSEE'S sole cost and expense keep a preventative maintenance and repair contract in force and effect for the heating, air conditioning and ventilation system ("HVAC") serving the Premises. If LESSEE elects, LESSOR will oversee the preventative maintenance and repair of the HVAC by LESSOR or an outside vendor and bill back the LESSEE. LESSOR is responsible for replacing HVAC unit(s), however, if replacement is due to LESSEE'S negligence or misuse, LESSEE will be responsible for the replacement. Such contract (including without limitation the schedule and scope of services provided and the identity and capabilities of the contractor) must be acceptable to LESSOR in LESSOR'S reasonable discretion. LESSEE will not commit any nuisance or waste in, on or about the Premises or the Property.

### 6.2.2 LESSEE Damage

Notwithstanding anything to the contrary in Section 6.1 or elsewhere in this LEASE, if any LESSEE Damage occurs LESSOR may, at LESSOR'S option and in LESSOR'S reasonable discretion, require LESSEE to (a) pay to or reimburse LESSOR for the actual reasonable cost of any repairs or replacements necessitated by such LESSEE Damage which are performed by LESSOR, and/or (b) perform, at LESSEE'S sole cost and expense, any repairs or replacements necessitated by such LESSEE Damage which are not performed by LESSOR. LESSEE is liable to LESSOR for all Claims arising from LESSEE Damage. "LESSEE Damage" means any loss, destruction or damage to the Premises, Property or LESSOR'S Personal Property caused by (a) any



misuse, abuse, neglect, improper maintenance, or unauthorized modifications or Alterations caused or permitted by LESSEE; (b) any negligent, careless, reckless or intentionally wrongful acts, omissions or conduct of LESSEE; or (c) any waste or excessive or unreasonable wear and tear caused or permitted by LESSEE.

### **6.2.3 Alterations Required by Laws**

If any governmental authority requires any Alteration to the Property or the Premises as a result of LESSEE'S particular use of the Premises or as a result of any Alteration to the Premises made by or on behalf of LESSEE or if LESSEE'S particular use of the Premises subjects LESSOR or the Property to any obligation under any Laws, LESSEE will pay the cost of all such Alterations or the cost of compliance, as the case may be. If any such Alterations are Structural, LESSOR will make structural alterations, provided that LESSOR may first require LESSEE to deposit with LESSOR an amount sufficient to pay the cost of the Structural Alterations (including, without limitation, reasonable overhead and administrative cost). If the Alterations are not Structural Alterations, LESSEE will make the Alterations at LESSEE'S sole cost and expense in accordance with Section 35.1.

### **6.2.4 Notice to LESSOR**

If LESSEE believes any maintenance or repair LESSOR is obligated under Section 6.1 to perform is needed at the Property, LESSEE will promptly provide written notice to LESSOR specifying in detail the nature and extent of any condition requiring maintenance or repair. LESSOR will not be deemed to have failed to perform its obligations under Section 6.1 with respect to any maintenance or repair unless LESSEE has provided such timely written notice and LESSOR has had a commercially reasonable time within which to respond to such notice and effect the needed maintenance or repair.

## **6.3 LOCK ALTERATIONS**

The LESSEE shall not alter any lock or install a new or additional lock or bolt on any door of the Premises without prior written consent of the LESSOR. IN the event LESSEE desires to change or modify door locks on the Premises, LESSEE shall notify LESSOR in advance and shall use LESSOR'S authorized locksmith and LESSEE shall bear such cost.

## **7.1 INDEMNITY**

LESSEE shall not allow any liens to attach to the Building or LESSEE'S interest in the Premises as a result of its activities. LESSEE shall indemnify and defend LESSOR from any claim, liability, damage, or loss occurring on the Premises, arising out of any activity by LESSEE, its agents, or invitees or resulting from LESSEE'S failure to comply with any term or condition of this LEASE. LESSOR shall have no liability to LESSEE because of loss or damage caused by the acts or omissions of other tenants of the Building, or by third parties.

Any covenant or obligation herein by LESSEE under this section or any other section of this LEASE (including Section 22.4 "INDEMNIFICATION"); to defend, indemnify or hold harmless the LESSOR shall be subject to provisions of the Oregon Tort Claims Act (OTCA), ORS 30-2600-30.300 and specifically within the financial limits set therein; and required notice of claim shall be subject to the applicable provisions of the OTCA.

## **7.2 INSURANCE**

LESSEE shall carry liability insurance in the amount of no less than \$1,000,000.00 and which insurance shall have an endorsement naming LESSOR and LESSOR'S agent, if any, as an additional insured and covering the liability insured under Paragraph 7.1 of this LEASE. LESSEE shall furnish to LESSOR a certificate evidencing such insurance, which shall state that the coverage shall not be canceled or materially changed without ten (10) days advance written notice to LESSOR and LESSOR'S agent, if any, and a renewal certificate shall be furnished at least ten (10) days prior to expiration of any policy. LESSEE is responsible for their own fire insurance, see Section 8.1.

LESSEE is self insured for the risks for which insurance is required under this paragraph. So long as LESSEE remains self insured, LESSEE shall not be required to provide the insurance required by this paragraph. If requested, LESSEE shall provide to LESSOR a certificate of self-insurance.

## 8.1 FIRE OR CASUALTY

"Major Damage" means damage by fire or other casualty to the Building or the Premises which causes the Premises or any substantial portion of the Building to be unusable, or which will cost more than 25 percent (25%) of pre-damage value of the Building to repair, or which is not covered by insurance. In case of Major Damage, LESSOR may elect to terminate this LEASE by notice in writing to LESSEE within 60 days after such date. If this LEASE is not terminated following Major Damage, or if damage occurs which is not Major Damage, LESSOR shall promptly restore the Premises to the condition existing just prior to the damage. LESSEE shall promptly restore all damage to tenant improvements or alterations installed or paid by LESSEE or pay the cost of such restoration to LESSOR if LESSOR elects to do the restoration of such improvements. Rent shall be reduced from the date of damage until the date restoration work being performed by LESSOR is substantially complete, with the reduction to be in proportion to the area of the Premises not useable by LESSEE.

## 8.2 WAIVER OF SUBROGATION

LESSEE shall be responsible for insuring its personal property and trade fixtures located on the Premises. Neither LESSOR nor LESSEE shall be liable to the other for any loss or damage caused by fire, water damage, sprinkler leakage, or any of the risks that are or could be covered by a standard all risk insurance policy with an extended coverage endorsement, or for any business interruption, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

## 9.1 EMINENT DOMAIN

If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Building or a portion sufficient to render the Premises unsuitable for LESSEE'S use, then either party may elect to terminate this LEASE effective on the date that possession is taken by the condemning authority. Rent shall be reduced for the remainder of the term in an amount proportionate to the reduction in the area of the Premises caused by the taking. All condemnation proceeds shall belong to LESSOR, and LESSEE shall have no claim against LESSOR or the condemnation award because of the taking. **Provided the Lessee as a tenant is entitled to any Relocation Assistance as defined under applicable laws and regulations offered and awarded to Lessee in any eminent domain proceeding.**

## 10.1 ASSIGNMENT AND SUBLETTING

This LEASE shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns, provided that LESSEE shall not assign its interest under this LEASE or sublet all or any portion of the Premises without first obtaining LESSOR'S consent in writing. This provision shall apply to all transfers by operation of law including but not limited to mergers and changes in control of LESSEE. No assignment or subletting shall relieve LESSEE of its obligation to pay rent or perform other obligations required by this LEASE, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting. LESSOR shall not unreasonably withhold its consent to any assignment, or to subletting provided the subrental rate or effective rental paid by the assignee is not less than the current scheduled rental rate of the Building for comparable space and the proposed LESSEE is compatible with LESSOR'S normal standards for the Building. If LESSEE proposes a subletting or assignment to which LESSOR is required to consent under this paragraph, LESSOR shall have the option of terminating this LEASE and dealing directly with the proposed sublessee or assignee, or any third party. If an assignment or subletting is permitted, any cash profit, or the net value of any other consideration received by LESSEE as a result of such transaction shall be paid to LESSOR promptly following its receipt by LESSEE. LESSEE shall pay any costs incurred by LESSOR in connection with a request for assignment or subletting, including reasonable attorneys' fees.

## 11.1 DEFAULT

Any of the following shall constitute a default by LESSEE under this LEASE:

- (a) LESSEE'S failure to pay rent or any other charge under this LEASE within 10 days after it is due.
- (b) LESSEE'S failure to comply with any other term or condition within 10 days following written notice from LESSOR specifying the noncompliance. If such noncompliance cannot be cured within the 10 day period, this provision shall be satisfied if LESSEE commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible. Time is of the essence in the performance of this LEASE.
- (c) The making by LESSEE of any general assignment or general arrangement for the benefit of creditors; or the filing by or against LESSEE of a petition to have LESSEE adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against LESSEE, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of LESSEE'S assets located at the Premises or of LESSEE'S interest in this LEASE, where possession is not restored to LESSEE within thirty (30) days; or the attachment, execution, or other judicial seizure of substantially all of LESSEE'S assets located at the Premises or of LESSEE'S interest in this LEASE, where such seizure is not discharged within thirty (30) days.
- (d) Assignment or subletting by LESSEE in violation of Paragraph 10.1.
- (e) Vacation or abandonment of the Premises without the written consent of LESSOR.

## 11.2 REMEDIES FOR DEFAULT

In case of default as described in Paragraph 11.1, LESSOR shall have the right to the following remedies, which are intended to be cumulative and in addition to any other remedies provided under applicable law:

- (a) LESSOR may terminate the LEASE and retake possession of the Premises. Following such retaking of possession, efforts by LESSOR to relet the Premises shall be sufficient if LESSOR follows its usual procedures for finding tenants for the space at rates not less than the current rates for other comparable space in the Building. If LESSOR has other vacant space in the Building, prospective tenants may be placed in such other space without prejudice to LESSOR'S claim to damages or loss of rental from LESSEE.
- (b) LESSOR may recover all damages caused by LESSEE'S default which shall include an amount equal to rentals lost because of the default, lease commissions paid for this LEASE, the unamortized cost of any tenant improvements installed by LESSOR to meet LESSEE'S special requirements and the cost of any clean up, refurbishing, lock changes and removal of the LESSEE'S property and fixtures. LESSOR may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. LESSOR may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease. Such damages shall be measured based upon the rent due under this LEASE for the remainder of the term, discounted to the time of judgment at the prevailing interest rate on judgments.
- (c) LESSOR may make any payment or perform any obligation which LESSEE has failed to perform, in which case LESSOR shall be entitled to recover from LESSEE upon demand all amounts so expended, plus interest from the date of the expenditure at the rate of one-and-one-half percent (1 1/2%) per month. Any such payment or performance by LESSOR shall not waive LESSEE'S default.

## 12.1 SURRENDER

On expiration or early termination of this LEASE, LESSEE shall deliver all keys to LESSOR to avoid a minimum lock change charge of \$150.00 per lock and surrender the Premises broom clean and in the same condition as at the commencement date of the term subject only to reasonable wear from ordinary use.

LESSEE shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property and LESSOR may dispose of it in any manner without liability and LESSEE shall pay a reasonable charge for such removal and disposal. If LESSEE fails to vacate the Premises when required, including failure to remove all its personal property, LESSOR may elect either: (1) to treat LESSEE as a tenant from month to month, subject to all the provisions of this LEASE except that rent shall be one-and-one-half (1 1/2) times the total rent being charged when the lease term expired; or (2) to eject LESSEE from the Premises and recover damages caused by wrongful holdover. During the period of sixty (60) days prior to the Expiration Date of this LEASE, the LESSOR may post on said Premises or in the windows thereof signs of appropriate size notifying the public that the Premises are "For Lease."

### 13.1 REGULATIONS

LESSOR shall have the right (but shall not be obligated) to make, revise and enforce regulations or policies consistent with this LEASE for the purpose of moving, use of common areas, prohibiting smoking or promoting safety, health, order, economy, cleanliness, and good service to all tenants of the Building. All such regulations and policies shall be complied with as if part of this LEASE.

### 14.1 ACCESS

During times other than normal Building hours LESSEE'S officers and employees or those having business with LESSEE may be required to identify themselves or show passes in order to gain access to the Building. LESSOR shall have no liability for permitting or refusing to permit access by anyone. LESSOR shall have the right to enter upon the Premises at any time by passkey or otherwise to determine LESSEE'S compliance with this LEASE, to perform necessary services, maintenance and repairs to the Building or the Premises, examine the condition of the Premises, to show the Premises to any prospective tenant or purchasers or for any other lawful purpose. Except in the case of emergency, such entry shall be at such times and in such manner as to minimize interference with the reasonable business use of the Premises by LESSEE.

### 14.2 FURNITURE AND BULKY ARTICLES

LESSEE shall move furniture and bulky articles in and out of the Building or make independent use of the elevators only at times approved by LESSOR following at least 24 hours' advance written notice to LESSOR of the intended move. Items of 1,000 pounds or greater shall require LESSOR'S approval.

### 15.1 NOTICES

Notices between the parties relating to this LEASE shall be in writing, effective when delivered, or facsimile, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this LEASE or to such other address as either party may specify by written notice to the other. Notice to LESSEE may always be delivered to the Premises. Rent shall be payable to LESSOR at the LESSOR'S address and in the same manner, but shall be considered paid only when received.

### 16.1 SUBORDINATION

This LEASE shall be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Building. At LESSOR'S option this LEASE shall be subject and subordinate to any future encumbrance hereafter placed against the Building (including the underlying land) or any modifications of existing encumbrances, and LESSEE shall execute such documents as may reasonably be requested by LESSOR or the holder of the encumbrance to evidence this subordination.

## 16.2 TRANSFER OF BUILDING

If the Building is sold or otherwise transferred by LESSOR or any successor, LESSEE shall attorn to the purchaser or transferee and recognize it as the LESSOR under this LEASE, and, provided the purchaser assumes all LESSOR obligations hereunder, the transferor shall have no further liability hereunder.

## 16.3 ESTOPPELS

Either party will within 20 days after written notice from the other execute, acknowledge and deliver to the other party a certificate certifying whether or not this LEASE has been modified and is in full force and effect; whether there are any modifications or alleged breaches by any other party; the dates to which rent has been paid in advance, and the amount of any security deposit, LEASE CONSIDERATION, or prepaid rent; and any other facts that may reasonably be requested. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance, or any ground lessor, LESSEE will agree to give such holder or LESSOR notice of and an opportunity to cure any default by LESSOR under this LEASE.

## 17.1 ATTORNEYS FEES

Deleted in its entirety.

## 18.1 QUIET ENJOYMENT

LESSOR warrants that so long as LESSEE complies with all terms of this LEASE, it shall be entitled to peaceable and undisturbed possession of the Premises free from any eviction or disturbance by LESSOR. Neither LESSOR nor its managing agent shall have any liability to LESSEE for loss or damages arising out of the acts, including criminal acts of other tenants of the Building or third parties nor any liability for any reason, which exceeds the value of its interest in the Building.

## 19.1 COMPLETE AGREEMENT

This LEASE and the attached Exhibits and Schedules constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. Neither LESSOR nor LESSEE is relying on any representations other than those expressly set forth herein. There are no implied covenants or other agreements between the parties except as expressly set forth in this LEASE.

## 20.1 CHAIR MATS

LESSEE shall provide, at LESSEE'S expense, chair mats for all desk rolling chairs within the office portion of the Premises and will be responsible for carpet wear caused by chairs, which could have been avoided by the use of chair mats.

## 21.1 PARKING

With the exception of the fenced area described below, the LESSEE is aware that no assigned parking has been guaranteed and no employee parking rights are hereby granted. LESSOR has sole control of parking and may designate areas for patrons of the property/building and assign LESSEE and employees of the LESSEE to designated parking areas. LESSEE and employees shall park their cars only in these areas designated for the purpose by the LESSOR. LESSEE shall furnish to LESSOR license numbers of vehicles used by the LESSEE and the employees of the LESSEE, and notify LESSOR of any changes within five (5) days. If LESSEE or its employees fail to park their vehicles in designated parking areas, then LESSOR may charge LESSEE twenty dollars (\$20.00) per day per vehicle for each or partial day, in any area other than those designated, or if the area is signed as a towing area, to have the vehicle(s) towed at the LESSOR'S option and at the expense of the LESSEE and its employees. LESSEE agrees that no trucks and/or oversized vehicles will be parked long-term

in front of the Premises. LESSEE agrees to maintain the parking area in front of the Premises clear and free of debris at all times. LESSEE acknowledges and agrees that LESSOR shall not be responsible for the enforcement of any parking rules or regulations in connection with reserved parking spaces contained in this LEASE and/or in the Building rules.

With the exception of the fenced area described below, there shall be no overnight storage of vehicles or trailers in the parking areas or outside of premises. LESSOR may remove vehicle from property and LESSEE shall bear the cost of such removal.

LESSEE will be allowed to fence the parking area to the west of the building where shown on Exhibit "G" at LESSEE'S expense. Fencing will be black chain link fence with black slats at industry standard height and will comply with all applicable city/county codes and regulations. Fencing will not have security wire at the top.

LESSEE'S installation of said fencing will in no way delay LESSOR'S delivery of possession of the Premises.

LESSEE may park in their loading areas behind unused loading doors.

## 22.1 COMPLIANCE WITH HAZARDOUS MATERIALS LAWS

LESSEE will not cause any Hazardous Materials to be brought upon, kept or used on the Property in a manner or for a purpose prohibited by or that could result in liability to LESSOR under any Hazardous Materials Law. LESSEE, at its sole cost and expense, will comply with all Hazardous Materials Laws relating to LESSEE'S use of the Premises. On or before the expiration or earlier termination of this LEASE, LESSEE, at its sole cost and expense, will completely remove from the Property (regardless whether any Hazardous Materials Law requires removal), in compliance with all Hazardous Materials Laws, all Hazardous Materials LESSEE causes to be present in, on, under or about the Property. Upon LESSOR'S written request, LESSEE will promptly deliver to LESSOR documentation acceptable to LESSOR disclosing the nature and quantity of any Hazardous Materials located at the Premises and evidencing the legal and proper handling, storage and disposal of all Hazardous Materials kept at or removed or to be removed from the Premises and/or the Property. So long as such Hazardous Material is introduced by LESSEE or its agent, all such documentation will list LESSEE or its agent as the responsible party and will not attribute responsibility for any such Hazardous Materials to LESSOR or Property Manager.

## 22.2 NOTICE OF ACTIONS

LESSEE will notify LESSOR of any of the following actions affecting LESSOR, LESSEE or the Property that result from or in any way relate to LESSEE'S use of the Property immediately after receiving notice of the same: (a) any enforcement, clean-up, removal or other governmental or regulatory action instituted, completed or threatened under any Hazardous Materials Law; (b) any Claims made or threatened by any person relating to damage, contribution, liability, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Material; and (c) any reports, records, letters of inquiry and responses, manifests or other documents made by any person, including LESSEE, to or from any environmental agency relating to any Hazardous Material, including any complaints, notices, warnings or asserted violations. LESSEE will also deliver to LESSOR, as promptly as possible and in any event within five (5) Business Days after LESSEE first receives or sends the same, copies of all Claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or LESSEE'S use of the Premises and/or the Property. LESSEE will not take any remedial action in response to the presence of any Hazardous Materials in, on, under or about the Property, nor enter into any settlement agreement, consent decree or other compromise with respect to any Claims, relating to or in any way connected with Hazardous Materials in, on, under or about the Property, without first notifying LESSOR of LESSEE'S intention to do so and affording LESSOR reasonable opportunity to investigate, appear, intervene and otherwise assert and protect LESSOR'S interest in the Property.

## 22.3 DISCLOSURE AND WARNING OBLIGATIONS

LESSEE acknowledges and agrees that all reporting and warning obligations required under Hazardous Materials Laws arising from LESSEE'S use or occupancy of the Premises or Property are LESSEE'S sole responsibility, regardless whether the Hazardous Materials Laws permit or require LESSOR to report or warn.

## 22.4 INDEMNIFICATION

LESSEE releases and will indemnify, protect, defend (with counsel reasonably acceptable to LESSOR) and hold harmless the LESSOR parties from and against any and all Claims whatsoever arising or resulting, in whole or in part, directly or indirectly, from the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials in, on, under, upon or from the Property (including water tables and atmosphere) arising from LESSEE'S use or occupancy of the Premises or Property. LESSEE'S obligations under this section include, without limitation and whether foreseeable or unforeseeable, (a) the costs of any required or necessary repair, compliance, investigations, clean-up, monitoring response, detoxification or decontamination of the Property; (b) the costs of implementing any closure, remediation or other required action in connection therewith as stated above; (c) the value of any loss of use and any diminution in value of the Property and adjacent and nearby properties, including groundwater; and (d) consultants' fees, experts' fees and response costs. The obligations of LESSEE under this Article survive the expiration or earlier termination of the LEASE.

## 22.5 LESSOR PROVISIONS

22.5.1 LESSOR represents and warrants to LESSEE that, to LESSOR'S actual knowledge without independent inquiry, and except as otherwise may be disclosed in any Level One environmental report previously delivered to LESSEE:

1. The Premises, the Building, and the Property are not the subject of any liens, actions, or proceedings relating to Hazardous Substances (as hereinafter defined) or Environmental Laws (as hereinafter defined) and the LESSOR is not a party to any such action or proceeding and the LESSOR has received no notice of any such lien, action or proceeding that is pending or threatened. LESSOR shall use reasonable efforts to notify LESSEE of any subsequent lien, action or proceeding, which may hereinafter be pending or threatened.
2. No Hazardous Substances are or have been located, stored, or disposed on or released or discharged from (including groundwater contamination) the Premises, Building, or Property except in compliance with applicable Environmental Laws;
3. The Premises, Building, and Property and their use and operation currently comply with all federal, state, and local requirements relating to the protection of health and all Environmental Laws, and all necessary permits have been obtained under Environmental Laws;
4. There is no part or ongoing leakage or spillage of Hazardous Substance from gasoline tanks used or owned by other tenants, which are located in the lower levels of the Property or any migration of Hazardous Substance onto neighboring property.

22.5.2 LESSOR shall take or require the taking of all actions necessary to comply with all Environmental Laws affecting the Premises, the Building or the Property, including, without limitation, removal, containment and remedial actions required by any Environmental Laws or any governmental agencies in the enforcement of Environmental Law affecting the Premises, Building, or Property, if both (i) noncompliance with such Environmental Laws would materially adversely affect LESSEE'S use and operation of the Premises and (ii) such compliance is not LESSEE'S responsibility under this Section 22.5. The provisions of this Section 22.5 will not operate to exclude from Operating Expenses any item properly includable therein.

22.5.3 Indemnification

LESSOR shall indemnify LESSEE from and against any and all Claims arising from the presence of Hazardous Materials in, on, under, upon or from the Property caused solely by LESSOR after the Effective Date, or by LESSOR'S failure to comply with Environmental Laws.

## 23.1 MODIFICATION

This LEASE may not be modified except by endorsement in writing attached to this LEASE, dated and signed by all the parties hereto, and LESSOR shall not be bound by any oral or written statement of any servant, agent, or employee modifying this LEASE.

## 24.1 PARTIES AFFECTED

The rights, liabilities and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this LEASE permit, assigns of the parties hereto, and the words "LESSOR" and "LESSEE" and their accompanying verbs or pronouns, wherever used in this LEASE, shall apply equally to all persons, firms, or corporations which may be or become parties hereto.

## 25.1 SECURITY

LESSEE and not LESSOR, is responsible for security of the Premises. Any breach in security of the Premises, common areas, common access doors, and/or elevators shall not constitute an eviction of the LESSEE or relieve LESSEE from any of LESSEE'S obligations under this LEASE. All tenants shall have the responsibility for maintaining the security to common access. LESSOR may modify the type or amount of security measures or services provided to the Building or the Premises at any time without notice.

## 26.1 RIGHT TO RELOCATE

Deleted in its entirety.

## 27.1 BASE RENTAL SCHEDULE

The LESSEE agrees to pay Base Rent per below Schedule:

<u>Base Rental Period</u>	<u>Base Rental Per Month</u>
July 1, 2010 through June 30, 2011	\$10,176.50
July 1, 2011 through June 30, 2012	\$10,481.80
July 1, 2012 through June 30, 2013	\$10,796.25
July 1, 2013 through June 30, 2014	\$11,120.14
July 1, 2014 through June 30, 2015	\$11,453.74
July 1, 2015 through June 30, 2016	\$11,797.35
July 1, 2016 through June 30, 2017	\$12,151.27

## 27.2 PAYMENT OF PROPERTY EXPENSES

LESSEE will pay, as Additional Rent and in the manner this Section 27.2 describes, LESSEE'S Share of Property Expenses for each calendar year of the Term. LESSOR will prorate LESSEE'S Share of Property Expenses for the calendar year in which this LEASE commences or terminates as of the Rent Commencement Date or termination date, as applicable, on a per diem basis based on the number of days of the Term within such calendar year. The Building size is 36,000 square feet. The LESSEE'S prorata share is 50.4%. These charges shall be initially fixed at \$.14 per square foot per month or \$2,541.00 per month and shall be subject to a fixed five percent (5%) increase per year.



## **27.3 PERSONAL PROPERTY TAXES**

LESSEE will pay, prior to delinquency, all taxes charged against LESSEE'S Personal Property. LESSEE will use all reasonable efforts to have LESSEE'S Personal Property taxed separately from the Property. If any of LESSEE'S Personal Property is taxed with the Property, LESSEE will pay the taxes attributable to LESSEE'S Personal Property to LESSOR as Additional Rent.

## **28.1 SMOKING – ENTIRE NON-SMOKING BUILDING**

The Building in which the Premises is located has been designated as an entire NON-SMOKING Building. This includes all areas of the Building, both common areas as well as individual tenant spaces. Thus, smoking in the leased area or common areas within the Building is not permitted.

## **29.1 LIGHT AND AIR**

This LEASE does not grant any rights of access to light and air over the property.

## **30.1 COMMON AREA RESTROOMS**

Deleted in its entirety.

## **31.1 WAIVER**

Any waiver by the LESSOR of any breach of any covenant herein contained to be kept and performed by the LESSEE shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the LESSOR from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

## **32.1 PERSONAL GUARANTEE**

None Required

## **33.1 INTERIOR DESIGN & MODIFICATION**

See Exhibit "B" Space Plan

## **34.1 LESSOR AGREED TENANT IMPROVEMENTS**

See Exhibit "C-1" and "C-2" Interior Space Work Agreement

If any provisions contained in this Exhibit "C-1" and "C-2" Interior Space Work Agreement are inconsistent with any other provisions contained in this LEASE (ie: Exhibit "B" Space Plan), the provisions contained in this Exhibit "C-1" and "C-2" Interior Space Work Agreement shall control.

## **35.1 LESSEE TENANT IMPROVEMENTS OR ALTERATIONS**

- (a) LESSEE shall not make any alterations, additions, or improvements to the Premises, change the color or character of the interior, or install any wall or floor covering without LESSOR'S prior written consent. Any such additions, alterations, or improvements, except for removable machinery and unattached moveable trade fixtures shall at once become part of the realty and belong to LESSOR. LESSOR may at its option require that LESSEE remove any alterations and restore the Premises to the original condition upon termination of this LEASE. LESSOR shall have the right to approve the contractor used by LESSEE for any work in the Premises, and to post notices of nonresponsibility in connection with any work being performed by LESSEE in

the Premises. LESSEE agrees that any Building or fixture modifications within the LESSEE'S Premises that is required to accommodate the LESSEE, employees or invitees of the LESSEE, as required by the Americans with Disabilities Act (ADA), will be at the expense of the LESSEE.

- (b) The LESSOR must review and approve in writing any LESSEE Tenant Improvements or Alterations to the Premises. The LESSOR requests a walk-through with LESSEE and LESSEE'S contractor prior to commencement of any improvements by LESSEE to the Premises.
- (c) The LESSEE shall be responsible for all Tenant Improvements or Alterations to the Premises not performed by the LESSOR and all costs associated with said LESSEE Tenant Improvements or Alterations. Said Tenant Improvements or Alterations are to comply with applicable building (including Americans With Disabilities Act, or ADA) and fire codes and are to be performed by licensed and bonded contractor with a building permit from the City of Portland or the appropriate governmental agency. Prior to the commencement of work, LESSEE'S general contractor shall provide LESSOR proof of insurance indemnifying LESSOR for claims that may arise during the course of Tenant Improvements or Alterations. All tenant improvements performed by LESSEE shall have prior written approval by LESSOR using materials of quality satisfactory to LESSOR. LESSEE shall provide construction drawings, which will be attached to the LEASE as Exhibit "D" and approved by LESSOR in writing prior to commencement of LESSEE tenant improvements.
- (d) The LESSEE will be responsible for all costs associated with LESSEE Tenant Improvements or Alterations.
- (e) LESSEE to appoint one (1) person as a LESSEE representative project manager regarding all LESSEE Tenant Improvement or Alterations coordination. LESSOR will only interface with that person.
- (f) Before commencing any Tenant Improvements or Alterations using LESSEE outside contractors, LESSEE shall notify LESSOR of the expected commencement and completion dates of the LESSEE tenant improvement work. LESSEE shall not permit any mechanics' or materials' liens to be levied against the Premises or the Building for any labor or materials furnished to LESSEE or its agents or contractors; provided, however, that LESSEE shall not be required to pay or otherwise satisfy any claims or discharge such liens so long as LESSEE, in good faith and at its own expense, contests the same or the validity thereof by appropriated proceedings and posts a bond or takes other steps acceptable to LESSOR that stay enforcement of such lien.
- (g) LESSEE agrees that there shall be no occupancy of the Premises by LESSEE until any/all notices of mechanics' liens are removed from the property and LESSOR is in receipt of lien waivers from all trades for LESSEE Tenant Improvements or Alterations.
- (h) Prior to commencement of any LESSEE Tenant Improvements or Alterations to the Premises, LESSOR shall require LESSEE to have their General Contractor provide LESSOR with proof of Performance and Payment bond acceptable to the LESSOR listing LESSOR as an Obligee.
- (i) LESSOR also requires LESSEE'S construction agreement with LESSEE'S general contractor for the Premises to include a waiver of any right to lien against the LESSOR'S property and a statement that the General Contractor's only resource is the LESSEE and not the LESSOR for any payments related to the improvements of the Premises.
- (j) Upon completion of LESSEE'S Tenant Improvements or Alterations per the construction documents (to be attached to LEASE prior to construction start) approved by LESSOR, LESSOR'S inspection of the completed said Tenant Improvements or Alterations, and LESSEE supplying a full set of lien releases.
- (k) All materials shall be installed in a good workmanship manner, and quality.
- (l) All LESSEE Tenant Improvements or Alterations will need to be routed through the Facilities Permit Program with the City of Portland if the Building is located within the city limits of Portland. All associated charges will be billed to the LESSOR and passed through to the LESSEE for payment upon receipt. LESSEE is aware all inspections and associated fees generated by LESSEE or LESSEE'S contractor will be paid by the LESSEE. All reinspections associated with LESSEE'S Tenant Improvements or Alterations will be paid by LESSEE.
- (m) The LESSEE may not occupy the Premises until LESSOR is in receipt of a copy of a Certificate of Occupancy. (This only applies to initial Tenant Improvements).

## 36.1 SITE PLAN

See Exhibit "E" Site Plan

## 37.1 TELEPHONES

LESSEE agrees, at its expense, to provide voice and data wiring to the Premises and appropriate common areas. LESSEE agrees to put any equipment associated with LESSEE'S voice and data system in the Premises. LESSEE agrees that LESSOR shall not be liable for any damages or other liability incurred by LESSEE or any other parties as a result of LESSEE'S wiring the Premises for voice and data or the existing condition of any voice and data wiring or system. LESSEE further agrees to indemnify and hold harmless LESSOR from any and all liability or claims of LESSEE or others arising or resulting from LESSEE'S wiring of the Premises for voice and data communications. The LESSEE agrees to have LESSEE'S voice/data vendor obtain a low voltage permit and coordinate Building access and installation with the LESSOR.

If LESSEE decides to use any of the existing voice and data lines/wiring, the LESSOR will not be responsible for removing any existing voice and data lines/wiring.

## 38.1 CONTINGENCY

- 1) This LEASE is contingent upon the LESSEE obtaining approval from the City of Gresham for their intended use on or before February 28, 2010.
- 2) This LEASE is contingent upon the LESSOR agreeing to the System Development Fees and Traffic Impact Fees associated with the building permit on or before February 28, 2010.
- 3) In the event the above contingencies are not removed, the LESSEE agrees to pay LESSOR for the construction drawings prepared in advance by Group Mackenzie, which shall not exceed \$10,000.00

## 39.1 OPTION TO EXTEND

LESSEE shall be entitled to one (1) option to extend this LEASE for a term of five (5) years commencing after the initial lease term expiration at the then prevailing market terms and conditions. LESSEE to provide LESSOR with no less than one hundred eighty (180) days written notice evidencing LESSEE'S exercising of said option to extend prior to the expiration of the initial Lease term. If LESSOR and LESSEE have not fully executed an extension agreement thirty (30) days prior to the expiration of the initial Lease term, this option to extend shall be null and void.

- (a.) LESSEE shall have no right to exercise said Option, notwithstanding any provision in the granting of Option to the contrary; (i) during the period commencing with the giving of any notice of Default under Paragraph 11.1 and continuing until the notice Default is cured or; (ii) during the period of time any monetary obligation due LESSOR from LESSEE is unpaid (without regard to whether notice thereof is given to LESSEE), or (iii) during the time LESSEE is in breach of this LEASE, or (iv) in the event the LESSOR has given to LESSEE three (3) or more notices of separate Defaults during the twelve (12) month period immediately preceding the exercise of said Option, whether or not the Defaults are cured.
- (b.) The Option granted to LESSEE in the LEASE is personal to the original LESSEE named on Page 1 hereof and cannot be voluntarily assigned or exercised by any person or entity other than said original LESSEE while the original LESSEE is in full and actual possession of the Premises and without the intention of thereafter assigning or subletting. The Option herein granted to LESSEE is not assignable, either as part of an assignment of this LEASE or separately or apart therefrom, and no Option may be separated from this LEASE in any manner, by reservation or otherwise.

## 40.1 TAX CLAUSE

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. The tax savings resulting from the exemption under such statute shall accrue to the benefit of the LESSEE by a reduction in the rent equal to the annual savings caused by the exemption. The amount of the rental offset shall be determined annually in November by multiplying the exemption value to the correct tax rate; this rental offset shall be divided by the number of lease months remaining from November through the next following month of June and applying the reduction to the rental payments due in each of the said lease months.

## 41.1 LESSEE TENANT IMPROVEMENT UP CHARGES

As described in Exhibit "C-1", LESSEE agrees to contribute \$15,000.00 toward the installation of the restrooms described in Exhibit "B" and LESSEE will pay such amount upfront when billed by LESSOR prior to commencement of construction. Exhibits "B" and "C" also describe other tenant improvements (excluding the key card system), which LESSEE will pay for upfront when billed by LESSOR, provided LESSEE signs off on the cost in writing before LESSOR orders any parts/supplies or starts said work. LESSEE agrees to not delay LESSORS tenant improvements in any way. If LESSEE does cause delays regarding tenant improvements LESSEE is paying for, LESSOR shall not be responsible for completing said work by the Commencement Date.

## 42.1 EXPIRATION OF OFFER

This offer to lease shall be null and void at the sole option of the LESSOR if not returned to LESSOR signed by LESSEE in an acceptable form to LESSOR and accompanied by appropriate funds by February 19, 2010.

In construing of this LEASE, it is understood that the LESSOR or the LESSEE may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine, and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day, the month, and year first hereinbelow written, any corporation signature being by authority of its Board of Directors.

LESSOR:  
**AMERICAN PROPERTY MANAGEMENT CORP.**  
as agent for and on behalf of **WESTON INVESTMENT CO. LLC**

(Federal Tax ID# 93-1173413\*)

\*Lessee need not supply Lessor a Federal 1099 Form

Address for Notices:

P.O. Box 12127  
Portland, Oregon 97212-0127

LESSEE: **Multnomah County, Oregon**

Address for Notices:


\_\_\_\_\_  
\_\_\_\_\_

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

Name: Douglas D. Lindholm

Title: Senior Vice President of Commercial Property

DATE: \_\_\_\_\_

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

Name: Ted Wheeler

Title: Multnomah County Chair

DATE: February 11, 2010

S:\Tracy\Leases\5240-03 redlined lse.DOC

REVIEWED:  
AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY

BY:  \_\_\_\_\_  
ASSISTANT COUNTY ATTORNEY

DATE: 2/23/2010

# EXHIBIT "B" SPACE PLAN

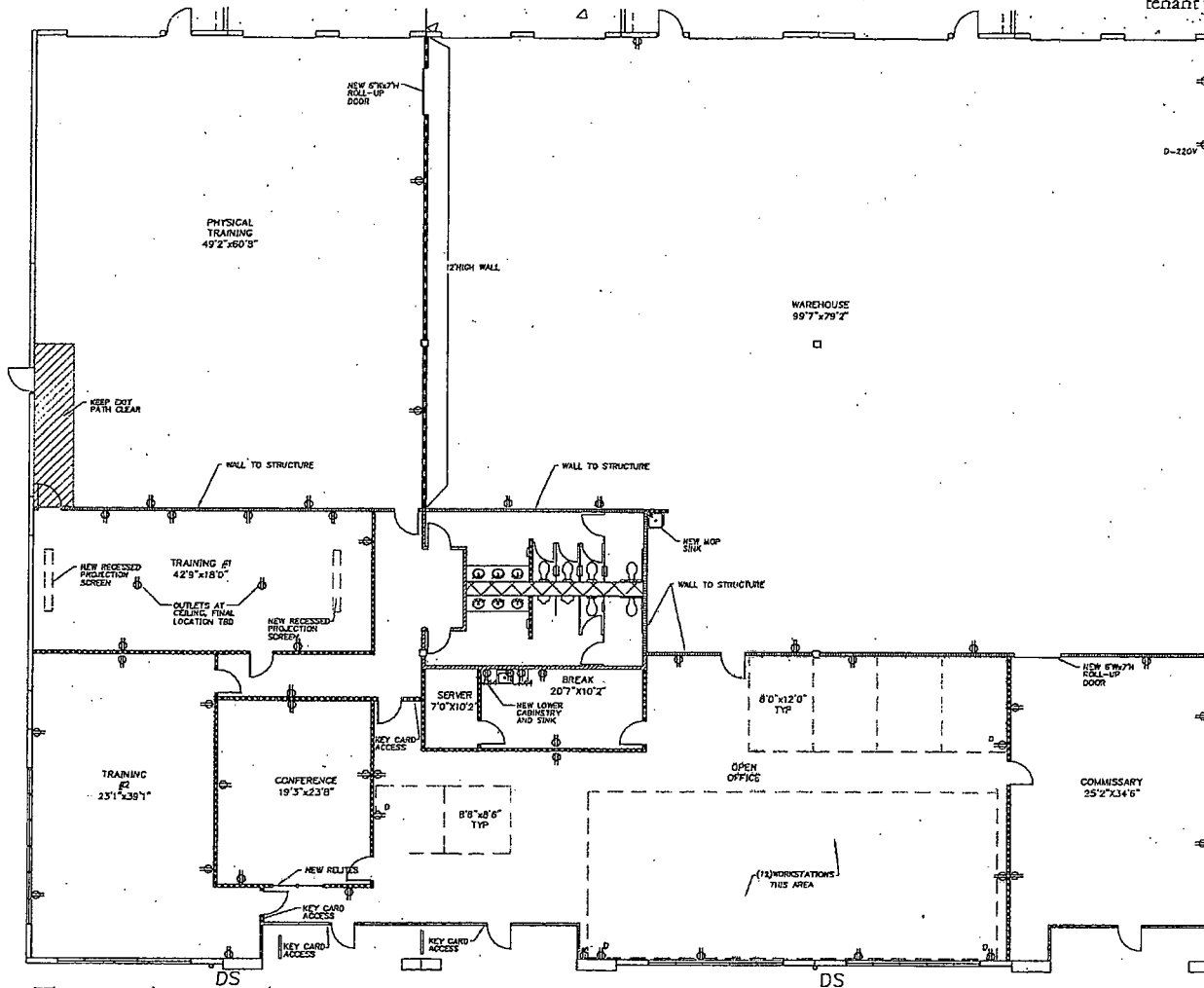
Multnomah County, Oregon  
2955 NE 172<sup>nd</sup> Place  
Gresham, OR 97230  
Account #C-349-5240-03

## NOTE:

SIZES INDICATED ARE APPROXIMATE.  
ITEMS INDICATED BY HALF TONED LINES TO BE PROVIDED BY TENANT.  
CONCEPTUAL WORKSTATIONS SHOWN ASSUME 2" PANEL THICKNESS.

## Legend

	Existing wall to underside of grid		New 12' H wall
	New wall to underside of grid		D-220V
	New wall to structure		New dedicated, 220 volt outlet
	New wall 6" above grid		New 110 volt duplex outlet
	New plumbing wall		New dedicated circuit for tenant provided workstations



Tenant Approval:



**COLUMBIA GORGE CORPORATE CENTER**  
**PORTLAND, OREGON**

February 02, 2010  
Revised February 08, 2010  
Revised February 10, 2010

Any changes to this Exhibit "B" Space Plan are subject to LESSOR'S approval. Any changes to this plan shall be at LESSEE'S sole cost and expense, shall not delay Commencement Date, and may delay LESSEE'S occupancy.

If any provision contained in Exhibit "C-1" and "C-2" Interior Space Work Agreement is inconsistent with any other provision contained in this LEASE (ie: Exhibit "B" Space Plan), the provisions contained in Exhibit "C-1" and "C-2" Interior Space Work Agreement shall control.

## EXHIBIT "B" SPACE PLAN (Continued)

Multnomah County, Oregon  
2955 NE 172<sup>nd</sup> Place  
Gresham, OR 97230  
Account #C-349-5240-03

### TENANT IMPROVEMENTS:

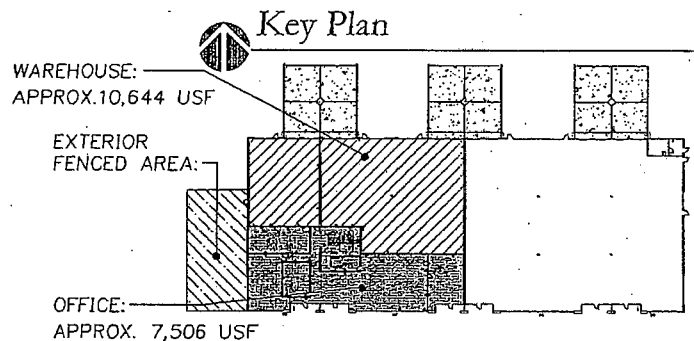
#### LESSOR TO PROVIDE THE FOLLOWING AT LESSOR COST:

- A. NEW BUILDING STANDARD CARPET AND RUBBER BASE THROUGHOUT OFFICE AREA ONLY UNLESS NOTED OTHERWISE. WAREHOUSE AND PHYSICAL TRAINING TO KEEP EXISTING CONCRETE FLOORS. NEW 1'x1' VCT AND RUBBER BASE AT BREAK, COMMISSARY AND SERVER ROOMS. NEW 1'x1' VCT OR SHEET VINYL FLOORING AND COVERED SHEET VINYL BASE AT TOILET ROOMS.
- B. PAINT NEW AND EXISTING WALLS THROUGHOUT OFFICE AREA ONLY. PATCH AND REPAIR WALLS WHERE AFFECTED BY CONSTRUCTION.
- C. PROVIDE A DEDICATE, 220 VOLT OUTLET WHERE INDICATED FOR FORK LIFT CHARGER.
- D. TENANT TO CONFIRM ELECTRICAL REQUIREMENTS FOR CHARGING STATION AT WAREHOUSE.
- E. PROVIDE NEW FULLY ADA COMPLIANT TOILET ROOMS. ALL ACCESSORIES, FIXTURES AND HARDWARE TO BE FULLY COMPLIANT. ASSUME P-LAM COUNTERTOPS AND WALL MOUNTED TOILET FIXTURES AND FLOOR SUPPORTED PAINTED METAL PARTITIONS, NEW EPOXY PAINT AT ALL WET WALLS. LAYOUT AS SHOWN. (LESSEE TO CONTRIBUTE TOWARD THIS COST, SEE EXHIBIT "C").
- F. PROVIDE NEW BUILDING STANDARD VERTICAL RELITES AT CONFERENCE ROOM. PROVIDE BUILDING STANDARD MINI-BLINDS AT NEW RELITES.
- G. PROVIDE NEW BUILDING STANDARD CEILING GRID AND TILE AND LIGHTING THROUGHOUT OFFICE AREA ONLY. WAREHOUSE TO RECEIVE INDUSTRIAL HANGING FLUORESCENT LIGHT FIXTURES, FINAL LAYOUT TBD.
- H. PROVIDE REZNOR HEATERS TO WAREHOUSE AND PHYSICAL TRAINING FOR FREEZE PROTECTION ONLY.
- I. PROVIDE LOUVERED, LOCKING DOOR AND EXHAUST FAN AT SERVER ROOM.
- J. KEEP EXIT PATH CLEAR WHERE INDICATED. PROVIDE STRIPING AS REQUIRED.
- K. INSTALL (1) DUPLEX OUTLET WHERE INDICATED ON PLAN AND PROVIDE DEDICATED CIRCUITS FOR LESSEE'S WORKSTATIONS, ASSUME (1) 20AMP CIRCUIT PER (4) WORKSTATIONS, "J" BOXES TO BE AT WALLS. COORDINATE FINAL REQUIREMENTS AND LOCATIONS WITH TENANT.
- L. PROVIDE ELECTRICAL INFRASTRUCTURE FOR LESSEE PROVIDED KEYCARD SYSTEM.

### TENANT IMPROVEMENTS:

#### LESSOR TO PROVIDE THE FOLLOWING AT LESSEE COST:

1. PROVIDE NEW JANITOR MOP SINK AT WAREHOUSE WHERE INDICATED.
2. LESSEE TO PROVIDE NEW MOTORIZED RECESSED PROJECTION SCREENS AT TRAINING ROOM #1. LESSEE TO PROVIDE ELECTRICAL AND BRACING FOR (2) LESSEE PROVIDED CEILING MOUNTED PROJECTOR. FINAL LOCATIONS TBD.
3. PROVIDE NEW 6'Wx7'H METAL ROLL UP DOORS WHERE INDICATED. PROVIDE ADDITIONAL SUPPORT AT HEADER AS REQUIRED.
4. PROVIDE NEW 4'X8' PLYWOOD PHONE BOARD AT SERVER ROOM.
5. PROVIDE 6 LINEAR FEET OF BUILDING STANDARD PLASTIC LAMINATE BASE CABINETS AND SINK AT BREAK ROOM.



Multnomah County Sheriff

Scale: 1/16" = 1'-0"

(When Printed At 11x17)

GROUP

**MACKENZIE**

February 02, 2010

Revised February 08, 2010

Revised February 10, 2010

0490 SW Bancroft St / PO Box 49039 Portland, OR 97201-0039

Telephone: 503.224.9440 NotaryPublic.com Fax: 503.224.2851

2010080300\INTERIOR\ARTS\SPEC\BLDG1\_SUITE2955\_01-26-10.DWG:Layout1 WRT 02/10/10 13:19 1:90.00

Any changes to this Exhibit "B" Space Plan are subject to LESSOR'S approval. Any changes to this plan shall be at LESSEE'S sole cost and expense, shall not delay Commencement Date, and may delay LESSEE'S occupancy.

If any provision contained in Exhibit "C-1" and "C-2" Interior Space Work Agreement is inconsistent with any other provision contained in this LEASE (ie: Exhibit "B" Space Plan), the provisions contained in Exhibit "C-1" and "C-2" Interior Space Work Agreement shall control.

# EXHIBIT "C-1" INTERIOR SPACE WORK AGREEMENT

## FOR THE OFFICE PORTION OF THE PREMISES

LESSEE: Multnomah County, Oregon  
 ACCOUNT #C-349-5240-03 BUILDING/SUITE #: Columbia Gorge Corporate Center, Building "E"

<u>ITEM</u>	<u>ACCEPTED AS-IS</u>	<u>AGREED IMPROVEMENTS</u>	<u>LESSOR EXPENSE</u>	<u>LESSEE EXPENSE</u>
PAINTING: (Building Standard Color)	_____	Paint walls in the office portion of Premises only. Color to be: _____	<u>X</u>	_____
FLOORCOVERING: (Building Standard Direct Glue Down Carpet, Color/Cove Base Color)	_____	Carpet office area only, excluding the commissary. Color to be: _____ Cove base to be: _____	<u>X</u>	_____
VINYL FLOORCOVERING: (Building Standard Vinyl)	_____	Install VCT in break room, server, commissary and restrooms only. Color to be: _____ Cove base to be: _____	<u>X</u>	_____
LIGHTING: (Building Standard Fixtures and Distribution)	_____	Install building standard lighting in office build out only.	<u>X</u>	_____
ELECTRICAL: (Building Standard 110 Volt)	_____	Install duplex outlets where described on the attached Exhibit "B" Space Plan. Electrical to existing partitions/storefront may be surface mounted.	<u>X</u>	_____
CEILING: (Building Standard Acoustical Tile)	_____	Install building standard ceiling grid and tiles in office build out only.	<u>X</u>	_____
PARTITIONS: (Building Standard Sheetrock)	_____	Build out office area per Exhibit "B" Space Plan.	<u>X</u>	_____
DOORS/FRAMES: (Building Standard Quality)	_____	Install building standard doors and doorframes, except server room where LESSOR will install a louvered door per Exhibit "B" Space Plan.	<u>X</u>	_____
LOCKS/HARDWARE: (Building Standard Quality)	_____	Install building standard lock to server room per Exhibit "B" Space Plan. LESSOR to provide 10 entry keys.	<u>X</u>	_____
RELIGHTS: (Building Standard Interior)	_____	Install building standard relights per Exhibit "B" Space Plan.	<u>X</u>	_____
WINDOWCOVERING: (Building Standard Exterior)	_____	Install building standard blinds to conference relights per Exhibit "B" Space Plan.	<u>X</u>	_____
RESTROOMS:	_____	LESSOR to provide two (2) restrooms using building standard materials based on a layout described in Exhibit "B" Space Plan. LESSOR reserves the right to change the location of the restrooms in order to achieve the lowest plumbing cost and highest residual value. LESSEE agrees to contribute \$15,000.00 towards said restrooms, see Section 41.1	<u>X</u>	<u>X</u> \$15,000.00 see Section 41.1



# EXHIBIT "C-1" INTERIOR SPACE WORK AGREEMENT

FOR THE OFFICE PORTION OF THE PREMISES (Continued)

LESSEE: Multnomah County, Oregon  
ACCOUNT #C-349-5240-03 BUILDING/SUITE #: Columbia Gorge Corporate Center, Building "E"

<u>ITEM</u>	<u>ACCEPTED AS-IS</u>	<u>AGREED IMPROVEMENTS</u>	<u>LESSOR EXPENSE</u>	<u>LESSEE EXPENSE</u>
TELEPHONE: (Building Standard Mud Rings)	<u>X</u>	Install one (1) mud ring for every 12 lineal feet of new construction in office build out only.	<u>      </u>	<u>      </u>
SERVER ROOM:	<u>      </u>	LESSOR to provide a louvered door, locking door, and exhaust fan.	<u>X</u>	<u>      </u>
KEYCARD SYSTEM:	<u>      </u>	LESSEE shall be responsible for installing keycard system with the exception that LESSOR will provide power to four locations described in Exhibit "B" Space Plan at LESSEE'S cost. LESSEE keycard system must have a keyed override.	<u>      </u>	<u>X</u>
MOP SINK:	<u>      </u>	LESSOR to provide janitor mop sink at warehouse per Exhibit "B" Space Plan at LESSEE'S cost.	<u>      </u>	<u>X</u>
PROJECTIONS SCREENS:	<u>      </u>	LESSOR to install LESSEE provided new motorized recessed projection screen at Training Room #1 per Exhibit "B" Space Plan at LESSEE cost. LESSOR to provide electrical and bracing for two (2) LESSEE provided ceiling mounted projectors at LESSEE'S cost.	<u>      </u>	<u>X</u>

If LESSEE is modifying the existing space layout, or expanding their Premises, it is understood and agreed that all Lessor Agreed Tenant Improvement work may be performed during normal business hours and will not be deemed as an interruption of LESSEE'S business and that AMERICAN PROPERTY MANAGEMENT CORP. assumes no liability for damage to any existing hidden electrical located in the walls, ceiling and/or floors (i.e., electrical for phones, fax, computers, office equipment, etc.) that is not indicated on this agreement and brought to the attention of AMERICAN PROPERTY MANAGEMENT CORP. prior to the office remodel or is not equipped with an appropriate power surge protection device. If any provisions contained in this Exhibit "C-1" Interior Space Work Agreement are inconsistent with any other provisions contained in this LEASE (ie: Exhibit "B" Space Plan), the provisions contained in this Exhibit "C-1" Interior Space Work Agreement shall control.

# EXHIBIT "C-2" INTERIOR SPACE WORK AGREEMENT FOR THE WAREHOUSE PORTION OF THE PREMISES

LESSEE: Multnomah County, Oregon  
ACCOUNT #C-349-5240-03 BUILDING/SUITE #: Columbia Gorge Corporate Center, Building "E"

<u>ITEM</u>	<u>ACCEPTED AS-IS</u>	<u>AGREED IMPROVEMENTS</u>	<u>LESSOR EXPENSE</u>	<u>LESSEE EXPENSE</u>
PAINTING: (Building Standard Color)	<u>X</u>	NONE	_____	_____
FLOORCOVERING: (Building Standard Direct Glue Down Carpet, Color/Cove Base Color)	<u>X</u>	NONE	_____	_____
VINYL FLOORCOVERING: (Building Standard Vinyl)	<u>X</u>	NONE	_____	_____
LIGHTING: (Building Standard Fixtures and Distribution)	_____	LESSOR to provide industrial hanging fluorescent light fixtures based on a mutually agreed layout consistent with industrial warehouse use.	<u>X</u>	_____
ELECTRICAL: (Building Standard 110 Volt)	_____	LESSOR to provide a 200-amp electrical service of 277-480 volt. LESSOR shall not be responsible for any distribution of electrical throughout the warehouse, except LESSOR will provide and pay for 110-volt and one dedicated 220-volt outlets where indicated on Exhibit "B" Space Plan.	<u>X</u>	_____
CEILING: (Building Standard Acoustical Tile)	<u>X</u>	NONE	_____	_____
PARTITIONS: (Building Standard Sheetrock)	<u>X</u>	NONE	_____	_____
MAN DOORS/FRAMES: (Building Standard Quality)	<u>X</u>	Existing doors to remain.	_____	_____
ROLL-UP DOORS:	_____	LESSOR to provide at LESSEE'S cost two (2) (6' wide x 7' high") metal roll-up doors specified by LESSEE. LESSEE assumes all responsibility for their repair and maintenance.	_____	<u>X</u>
EXTERIOR DOORS:	_____	LESSEE will be responsible for the cost of any new exterior man doors, which City of Gresham may require.	_____	<u>X</u>
LOCKS/HARDWARE: (Building Standard Quality)	_____	LESSOR to provide 10 entry door keys.	<u>X</u>	_____
RELIGHTS: (Building Standard Interior)	<u>X</u>	NONE	_____	_____
WINDOWCOVERING: (Building Standard Exterior)	<u>X</u>	NONE	_____	_____

# EXHIBIT "C-2" INTERIOR SPACE WORK AGREEMENT FOR THE WAREHOUSE PORTION OF THE PREMISES

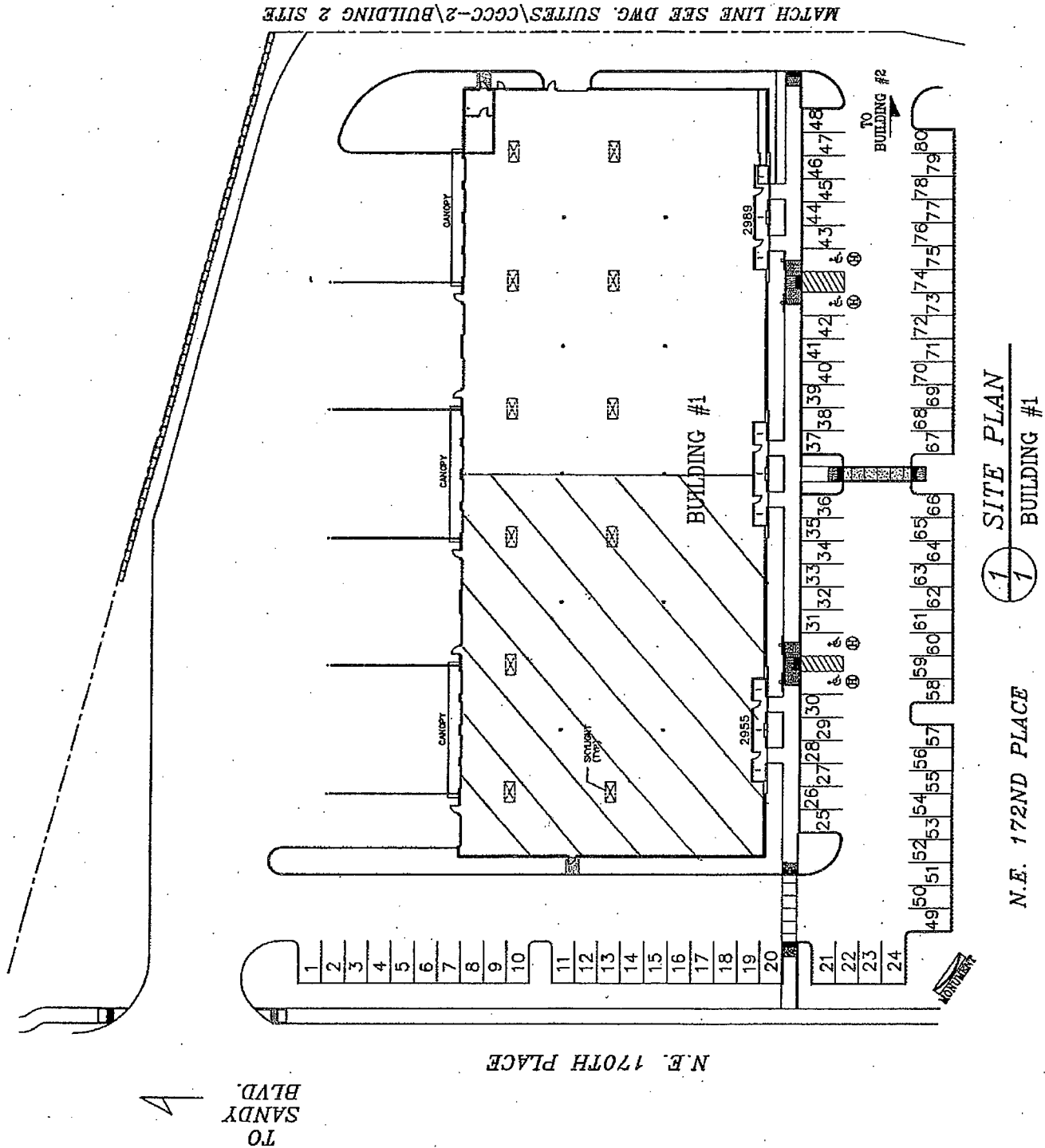
LESSEE: Multnomah County, Oregon  
ACCOUNT #C-349-5240-03 BUILDING/SUITE #: Columbia Gorge Corporate Center, Building "E"

<u>ITEM</u>	<u>ACCEPTED AS-IS</u>	<u>AGREED IMPROVEMENTS</u>	<u>LESSOR EXPENSE</u>	<u>LESSEE EXPENSE</u>
TELEPHONE:	<u>X</u>	NONE	_____	_____
REZNOR HEATER:	_____	LESSOR to provide reznor heaters to the physical training and warehouse area for freeze protection only.	<u>X</u>	_____
EXISTING VOICE AND DATA LINES:	<u>X</u>	Remove all existing voice and data lines/wiring. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	_____	_____

If LESSEE is modifying the existing space layout, or expanding their Premises, it is understood and agreed that all Lessor Agreed Tenant Improvement work may be performed during normal business hours and will not be deemed as an interruption of LESSEE'S business and that AMERICAN PROPERTY MANAGEMENT CORP. assumes no liability for damage to any existing hidden electrical located in the walls, ceiling and/or floors (i.e., electrical for phones, fax, computers, office equipment, etc.) that is not indicated on this agreement and brought to the attention of AMERICAN PROPERTY MANAGEMENT CORP. prior to the office remodel or is not equipped with an appropriate power surge protection device. If any provisions contained in this Exhibit "C-2" Interior Space Work Agreement are inconsistent with any other provisions contained in this LEASE (ie: Exhibit "B" Space Plan), the provisions contained in this Exhibit "C-2" Interior Space Work Agreement shall control.

# EXHIBIT "E" SITE PLAN

Multnomah County, Oregon  
2955 NE 172<sup>nd</sup> Place  
Gresham, OR 97230  
Account #C-349-5240-03



The above Floor Plan is meant to show the approximate location of the Premises in relation to the rest of the floor only. It may not show an accurate as-built drawing and is not meant for tenant improvement purposes.

## EXHIBIT "F" PROPERTY RULES

Multnomah County, Oregon  
2955 NE 172<sup>nd</sup> Place  
Gresham, OR 97230  
Account #C-349-5240-03

The following Property Rules apply to and govern Tenant's use of the Premises and Property. Capitalized terms have the meanings given in the Lease, of which these Property Rules are a part. Tenant is responsible for all Claims arising from any violation of the Property Rules by Tenant.

1. No awning or other projection may be attached to the outside walls of the Premises or Property. No curtains, blinds, shades or screens visible from the exterior of the Premises may be attached to or hung in, or used in connection with, any window or door of the Premises without the prior written consent of Landlord. Such curtains, blinds, shades, screens or other fixtures must be of a quality, type, design and color, and attached in a manner, approved by Landlord in writing.
2. No sign, lettering, picture, notice or advertisement which is visible from the exterior of the Premises or Property may be installed on or in the Premises without Landlord's prior written consent, and then only in such manner, character and style as Landlord may have approved in writing.
3. Tenant will not obstruct sidewalks, driveways, parking areas or any other Common Area in and about the Property used in common with other tenants.
4. Tenant will not create or allow obnoxious or harmful fumes, odors, smoke or other discharges which may be offensive to the other occupants of the Property or neighboring properties, or otherwise create any nuisance.
5. The Premises may not be used for cooking (as opposed to heating of food), lodging, sleeping or for any immoral or illegal purpose.
6. Tenant will not make excessive noises, cause disturbances or vibrations or use or operate any electrical or mechanical devices or other equipment that emit excessive sound or other waves or disturbances or which may be offensive to the other occupants of the Property, or that may unreasonably interfere with the operation of any device, equipment, computer, video, radio, television broadcasting or reception from or within the Property or elsewhere.
7. Tenant assumes full responsibility for protecting its space from theft, robbery and pilferage, which includes keeping valuable items locked up and doors locked and other means of entry to the Premises closed and secured after business hours and at other times the Premises is not in use.
8. Unless, expressly permitted by Landlord, no additional locks or similar devices may be attached to any door or window and no keys other than those provided by Landlord may be made for any door. If more than two keys for one lock are desired by the Tenant, Landlord will provide the same upon payment by the Tenant. Upon termination of this Lease or of Tenant's possession, Tenant will surrender all keys of the Premises and will explain to Landlord all combination locks on safes, cabinets and vaults.
9. If Tenant installs satellite dishes, antennae or similar equipment, Tenant will first obtain Landlord's written approval, and comply with Landlord's instructions in their installation.
10. The water and wash closets, drinking fountains and other plumbing fixtures will not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, coffee grounds or other substances may be thrown therein.
11. Tenant will not overload any utilities serving the Premises.
12. All loading, unloading, receiving or delivery of goods, supplies, furniture or other items will be made only through entryways provided for such purposes. No deliveries may be made which unreasonably impede or interfere with other tenants or the operation of the Property.
13. Canvassing, soliciting, and peddling in or about the Property is prohibited and Tenant will cooperate to prevent the same.
14. Tenant will store all its trash and garbage in proper receptacles or other facilities for such purpose located in the areas designated therefor by Landlord.
15. Tenant will comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.
16. Tenant will not park or permit parking in any areas designated by Landlord for parking by visitors to the Property or for the exclusive use of tenants or other occupants of the Property.
17. Parking stickers or any other device or form of identification supplied by Landlord as a condition of use of the parking facilities will remain the property of Landlord. Such parking identification device must be displayed as requested and may not be mutilated or obstructed in any manner.

## EXHIBIT "F" PROPERTY RULES (continued)

Multnomah County, Oregon  
2955 NE 172<sup>nd</sup> Place  
Gresham, OR 97230  
Account #C-349-5240-03

Such devices are not transferable and any device in the possession of an unauthorized holder will be void. Landlord may charge a fee for parking stickers, cards or other parking control devices supplied by Landlord.

18. Parking is prohibited (a) in areas not striped for parking; (b) in aisles; (c) where "no parking" signs are posted; (d) on ramps; (e) in cross-hatched areas; (f) in loading areas; and (g) in such other areas as may be designated by Landlord.
19. All responsibility for damage, loss or theft to vehicles and the contents thereof is assumed by the person parking their vehicle.
20. Landlord reserves the right to refuse parking identification devices and parking rights to Tenant or any other person who fails to comply with the Property Rules applicable to the parking areas. Any violation of such rule will subject the vehicle to removal, at such person's expense.
21. Tenant will be responsible for the observance of all of the Property Rules by Tenant (including, without limitation, all employees, agents, clients, customers, invitees and guests).
22. Landlord may, from time to time, waive any one or more of these Property Rules for the benefit of Tenant or any other tenant, but no such waiver by Landlord shall be construed as a continuing waiver of such Building Rule(s) in favor of Tenant or any other tenant, nor prevent Landlord from thereafter enforcing any such Building Rule(s) against Tenant or any or all of the tenants of the Property.
23. These Property Rules are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the other terms, covenants, agreements and conditions of the Lease. In the event of any conflict between these Property Rules and any express term or provision otherwise set forth in the Lease, such other express term or provision of the Lease is controlling.

\*Tenant = LESSEE

Landlord = LESSOR

# EXHIBIT "G" PARKING

Multnomah County, Oregon  
 2955 NE 172<sup>nd</sup> Place  
 Gresham, OR 97230  
 Account #C-349-5240-03

MATCH LINE SEE DWG. SUITES\CCCC-2\BUILDING 2 SITE

 = LESSEE Fenced Area

