



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

REVISED

BOARD OF COMMISSIONERS

Ted Wheeler, Chair

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

Email: mult.chair@co.multnomah.or.us

Maria Rojo de Steffey, Commission Dist. 1

501 SE Hawthorne Boulevard, Suite 600
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Lonnie Roberts, Commission Dist. 4

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

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MARCH 27, 2008 BOARD MEETINGS

FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:00 a.m. if needed Executive Session
Pg 2	9:30 a.m. Opportunity for Public Comment on Non-Agenda Matters
Pg 4	10:15 a.m. Update and Progress Report on County Waste Prevention and Recycling Plan
Pg 4	10:35 a.m. Budget Modification Appropriating \$167,000 General Fund Contingency to Continue Operating a Double Bunked Module (62 Beds) at the Multnomah County Detention Center through April 30th
Pg 4	10:45 a.m. Presentation of the 2007 Safe Child Task Force Report
Pg 4	11:15 a.m. Proclamation on Child Abuse Prevention Month

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Thursday, March 27, 2008 - 9:00 AM
Multnomah Building, First Floor Commissioners Conference Room 112
501 SE Hawthorne Boulevard, Portland

IF NEEDED EXECUTIVE SESSION

- E-1 The Multnomah County Board of Commissioners will meet in Executive Session Pursuant to ORS 192.660(2)(d),(e) and/or (h). Only Representatives of the News Media and Designated Staff are allowed to attend. News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Session. No Final Decision will be made in the Session. Presented by County Attorney Agnes Sowle. 15-25 MINUTES REQUESTED.
-

Thursday, March 27, 2008 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:30 AM **DEPARTMENT OF COMMUNITY JUSTICE**

- C-1 Budget Modification DCJ-22 Reclassifying a Juvenile Counselor to a Program Coordinator in the Juvenile Services Division, 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 is limited to three minutes per person. Fill out a speaker form available in the Boardroom and turn it into the Board Clerk.

DEPARTMENT OF COMMUNITY JUSTICE – 9:30 AM

- R-1 Budget Modification DCJ-21 Increasing the Department of Community Justice's General Fund in the Amount of \$147,269 and the District Attorney's Office in the Amount of \$61,850 from the City of Portland for the Chronic Offender Program

- R-2 Budget Modification DCJ-18 Increases Multnomah County General Fund Motor Pool Appropriation by \$71,240 for the Purchase of Five Vehicles for the Department of Community Justice Juvenile Services Division
- R-3 Budget Modification DCJ-20 Redistributing Existing Grant Funding from the Annie E. Casey Foundation in Order to Add a New Program Coordinator Position
- R-4 Budget Modification DCJ-13 Adding the Juvenile Services Division Nutrition Services Program and Changes from a Contracted Service to a County Operation

DEPARTMENT OF COUNTY HUMAN SERVICES – 9:50 AM

- R-5 Budget Modification DCHS-24 Increasing the County Federal/State Appropriation by \$540,174 from a New US Department of Health and Human Services Grant for the Family Involvement Team
- R-6 Budget Modification DCHS-25 Increasing Mental Health and Addiction Services Federal/State Appropriation by \$471,823 for Early Psychosis Intervention Services and 2.60 FTE

DEPARTMENT OF HEALTH – 9:55 AM

- R-7 First Reading of a Proposed ORDINANCE Approving Dissolution of Tri-County Health Care Safety Net Enterprise and Repealing Ordinance 1029
- R-8 Budget Modification HD-33 Appropriating \$47,660 from the State of Oregon Department of Human Services, Public Health Services to Provide Case Management Services to Pregnant Women Infected with Hepatitis B, to their Newborns and to Household Members to Prevent the Transmission of Hepatitis B
- R-9 NOTICE OF INTENT to Submit a \$20,000 Grant Request to the National Institute for Reproductive Health for the African American Sexual Health Equity Program (Re: Youth Peer Educators Reproductive Health Education Project)

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DEPARTMENT OF COUNTY MANAGEMENT – 10:10 AM

R-12 RESOLUTION Approving First Amendment to Lease R-39 between Multnomah County, as Landlord, and Friends of the Multnomah County Library, as Tenant, for Space in the Central Library that will Extend the Lease through the Three One Year Renewal Options to June 30, 2011

R-13 Update and Progress Report on County Waste Prevention and Recycling Plan. Presented by Molly Chidsey and Tim Lynch (AmeriCorps Volunteer, Waste Prevention and Recycling Plan Coordinator). 15 MINUTES REQUESTED.

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R-14 Budget Modification MCSO-09 Appropriating \$167,000 General Fund Contingency to Continue to Operate a Double Bunked Module (62 Beds) at the Multnomah County Detention Center from April 1, 2008 through April 30, 2008

R-15 [if needed] RESOLUTION Establishing the Population Capacity and Adopting a Revised Capacity Management Action Plan for the Multnomah County Sheriff's Office Jail Facilities and Repealing Resolution 07-141

R-18 RESOLUTION Approving the Conveyance of the Martha Washington Building, 1115 SW 11th Avenue, Portland Oregon, to Cascadia Housing, Inc., for Redevelopment as Affordable and Permanent Supportive Housing Providing Services to County Target Populations [*Continued from March 20, 2008*]

NON-DEPARTMENTAL – 10:45 AM

R-16 Presentation of the 2007 Safe Child Task Force Report. Presented by Commissioner Lisa Naito, Gresham Police Chief Carla Piluso, and Commission on Children, Families and Community Director Wendy Lebow. 30 MINUTES REQUESTED.

R-17 Celebration and PROCLAMATION on Child Abuse Prevention Month. Presented by Commissioner Lisa Naito and Invited Guests. 30 MINUTES REQUESTED.



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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 OREGON

BOARD OF COUNTY COMMISSIONERS
501 S.E. HAWTHORNE BLVD., Room 600
PORTLAND, OREGON 97204
(503) 988-5213

Lonnie Roberts • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Chair Ted Wheeler
Commissioner Maria Rojo de Steffey
Commissioner Jeff Cogen
Commissioner Lisa Naito
Board Clerk Deb Bogstad

FROM: Sam Peterson
Staff Assistant to Commissioner Lonnie Roberts

DATE: March 14, 2008

RE: The week of March 24 to March 28

Commissioner Roberts will be out of town and will be unavailable for meetings the week starting Monday March 24, 2008.

Thank you,

Sam Peterson



Commissioner Jeff Cogen, District 2

MULTNOMAH COUNTY OREGON

501 SE Hawthorne, Suite 600

Portland, Oregon 97214

(503) 988-5219 phone

(503) 988-5440 fax

www.co.multnomah.or.us/cc/ds2/

district2@co.multnomah.or.us

MEMORANDUM

TO: Chair Ted Wheeler
Commissioner Maria Rojo de Steffey
Commissioner Lisa Naito
Commissioner Lonnie Roberts
Clerk of the Board Deb Bogstad

FROM: Marissa Madrigal
Chief of Staff to Commissioner Jeff Cogen

DATE: 3/19/2008

RE: Board Meeting Excused Absences

Commissioner Cogen will be out of town the week of March 24, 2008 and will therefore not be attending the Thursday, March 27, 2008 Executive Session and Regular Board Meeting. Please contact Marissa Madrigal ext. 85239 if you have any questions.



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 03/27/08
Agenda Item #: E-1
Est. Start Time: 9:00 AM
Date Submitted: 03/19/08

Agenda Title: Executive Session Pursuant to ORS 192.660(2)(d),(e)and/or(h)

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

Requested Meeting Date: March 27, 2008 Amount of Time Needed: 15-25 minutes
Department: Non-Departmental Division: County Attorney
Contact(s): Agnes Sowle
Phone: 503 988-3138 Ext. 83138 I/O Address: 503/500
Presenter(s): Agnes Sowle and Invited Others

General Information

1. What action are you requesting from the Board?

No final decision will be made in the Executive Session.

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.

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.

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

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

ORS 192.660(2)(d),(e)and/or(h)

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

Required Signature

Elected Official or
Department/
Agency Director:

Date: 03/19/08

**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: 03/27/08

SUBJECT: Support Tibetans Inside Tibet

AGENDA NUMBER OR TOPIC: Public Comment

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: TSULTRIM YEHSHOA

ADDRESS: 10642 SW 43rd AVE

CITY/STATE/ZIP: PORTLAND OR 97219

PHONE: _____ DAYS: 503-805-7146 EVES: 503-452-4188

EMAIL: TSULTRIM25@YAHOO.COM FAX: _____

SPECIFIC ISSUE: SEEKING SUPPORT FOR TIBET
COUNTY
FROM MULTNOMAH BOARD OF COMMISSIONERS

WRITTEN TESTIMONY: PLEASE HELP SAVE TIBET.

ATTACHED A DRAFT OF LETTER TO BE

SENT TO OUR SENATORS & CONGRESSMEN.

THANK YOU.

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.

Subject: **Please support Tibetans inside Tibet**

Dear [decision maker name automatically inserted here],

I/We am/are deeply disturbed to learn of the Chinese government's use of brute force against unarmed Tibetans inside Tibet. Supported by tanks, thousands of armed troops have sealed off three major monasteries near Lhasa, Tibet where nonviolent protests were initiated on Monday. Police have fired live ammunition into crowds of unarmed Tibetans and unconfirmed reports from Lhasa indicate that 80 or more Tibetans have been killed.

Please urge the United States government to demand that the government of China:

- 1) Allow demonstrators to exercise their right to freedom of expression and assembly;
- 2) Refrain from excessive use of force against Tibetan protesters;
- 3) Release all Tibetans who have been arrested or detained, and;
- 4) Allow international media unobstructed access to Tibet.

For five decades, the Tibetan people have suffered greatly under China's brutal rule. The Chinese government has swamped Tibet with Chinese settlers, poured money into mega-infrastructure projects like the railway that solidify its control, and ruthlessly attacked Tibetan culture and religion. As the Olympics approach and the world's eyes turn to Beijing, this outpouring of frustration is the natural consequence of China's ongoing repression in Tibet.

Please speak out now to help ensure that further violence against Tibetans is stopped.

Sincerely,

URGENT APPEAL

KASHAG (CABINET)

THE CENTRAL TIBETAN ADMINISTRATION OF HIS HOLINESS THE DALAI LAMA

Since 10th March 2008 there has been successive peaceful demonstrations in various parts of Tibet (inside and outside Tibet Autonomous Region), which were brutally suppressed.

The current situation in Tibet is extremely serious. The Chinese government's ultimatum is due to expire at mid-night today. Therefore, we are extremely concerned that there is every possibility of a huge massacre of Tibetans taking place after the ultimatum.

The Central Tibetan Administration urgently appeal to the international community including the United Nations, governments, parliaments, Human Rights groups and Tibet Support Groups to effectively urge the Chinese leadership to immediately stop repression and to release all those who have been detained, and to provide immediate medical care to all those who have been injured.

We particularly urge the United Nations Human Rights Council to immediately send a fact-finding delegation to all the affected areas in Tibet to prevent further deterioration of the critical situation.

KASHAG

17th March 2008
Dharamsala, India



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 3/27/08
ANA KARNES, ASST BOARD CLERK

Board Clerk Use Only

Meeting Date: 03/27/08
Agenda Item #: C-1
Est. Start Time: 9:30 AM
Date Submitted: 03/11/08

BUDGET MODIFICATION: DCJ - 22

Agenda Title: **Budget Modification DCJ-22 Reclassifying a Juvenile Counselor to a Program Coordinator in the Juvenile Services Division, as Determined by the Class/Comp Unit of Central Human Resources**

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

Requested Meeting Date:	<u>March 27, 2008</u>	Amount of Time Needed:	<u>N/A</u>
Department:	<u>Dept. of Community Justice</u>	Division:	<u>Juvenile Services Division</u>
Contact(s):	<u>Shaun Coldwell</u>		
Phone:	<u>503-988-3961</u>	Ext.	<u>83961</u>
Presenter(s):	<u>Consent Calendar</u>	I/O Address:	<u>503 / 250</u>

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 Juvenile Counselor 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.

Reclassification of a (rotational) 1.00 FTE Juvenile Counselor position to a (non-rotational) Program Coordinator was approved for recommendation to the Board of County Commissioners by the Class/Comp Unit of Central Human Resources on January 18, 2008.

This position has been a rotational assignment at the Juvenile Justice Center, typically filled by a Juvenile Counselor or a Juvenile Custody Services Specialist working out of class as a Juvenile Counselor. The duties described are not those of a Juvenile Counselor. Program Coordinators typically assist in planning, coordination and implementation of specialized programs; serve as

liaison between the agency and community or other department personnel. The duties and responsibilities described on the position description best fit those of a Program Coordinator.

This position is located in the Business Intergration Support Team, FY 2008 Program Offer 50007A – DCJ Juvenile Services Management.

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

There is no fiscal impact for FY 2008 as the personnel costs for these two positions overlap. This position is expected to be ongoing and is included in the FY 2009 Requested Budget.

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

Local 88 represented employees have a contractual right to appeal and arbitrate the outcome of a reclassification request, which would include Board action to disapprove the request. It is the policy of Multnomah County to make all employment decisions without regard to race, religion, color, national origin, sex, age marital status, disability, political affiliations, sexual orientation, or any other nonmerit factor.

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

N/A

ATTACHMENT A

Budget Modification

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

- What revenue is being changed and why?

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.

No, because this position is currently a rotational assignment so the current incumbent will not be reclassified with the position. DCJ HR will recruit for a Program Coordinator position. Once the position is filled as a Program Coordinator it will no longer be a rotational assignment.

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

N/A

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

N/A

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

N/A

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

N/A

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

ATTACHMENT B

BUDGET MODIFICATION: DCJ - 22

Required Signatures

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

Shannon Brown for Scott Taylor

Date: 03/04/08

Budget Analyst:

[Signature]

Date: 03/11/08

Department HR:

James J. Opoka

Date: 03/11/08

Countywide HR:

Sandra J. Busby

Date: 03/11/08

Budget Modification ID: **DCJ-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: 2008

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center	WBS Element						
1										0			
2										0			
3										0			
4										0			
5										0			
6										0			
7										0			
8										0			
9										0			
10										0			
11										0			
12										0			
13										0			
14										0			
15										0			
16										0			
17										0			
18										0			
19										0			
20										0			
21										0			
22										0			
23										0			
24										0			
25										0			
26										0			
27										0			
28										0			
29										0			
											0	0	Total - Page 1
											0	0	GRAND TOTAL

ANNUALIZED PERSONNEL CHANGEChange 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	6272	64211	509100	Juvenile Counselor	710357	(1.00)	(56,980)	(18,285)	(13,653)	(88,918)
1000	6022	64211	509100	Program Coordinator	710357	1.00	56,980	18,285	13,653	88,918
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL ANNUALIZED CHANGES						0.00	0	0	0	0

CURRENT YEAR PERSONNEL DOLLAR CHANGECalculate 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	6272	64211	509100	Juvenile Counselor	710357	(0.25)	(14,245)	(4,571)	(3,413)	(22,230)
1000	6022	64211	509100	Program Coordinator	710357	0.25	14,245	4,571	3,413	22,230
										0
										0
				Position reclassified effective April 1, 2008						0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL CURRENT FY CHANGES						0.00	0	0	0	0



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-1 DATE 3/27/08
ANA KARNES, ASST BOARD CLERK

Board Clerk Use Only

Meeting Date: 03/27/08
Agenda Item #: R-1
Est. Start Time: 9:30 AM
Date Submitted: 03/13/08

BUDGET MODIFICATION: DCJ - 21

Budget Modification DCJ-21 Increasing the Department of Community Justice's General Fund in the Amount of \$147,269 and the District Attorney's Office in the Amount of \$61,850 from the City of Portland for the Chronic Offender
Agenda Title: Program

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

Requested Meeting Date: March 27, 2008 Amount of Time Needed: 10 minutes
Department: Dept. of Community Justice Division: ECC/District Attorney
Contact(s): Shaun Coldwell
Phone: 503-988-3961 Ext. 83961 I/O Address: 503 / 250
Presenter(s): Kathleen Treb and Scott Marcy

General Information

1. What action are you requesting from the Board?

The Department of Community Justice (DCJ) requests approval of a budget modification to appropriate \$147,269 from the City of Portland to provide alcohol and drug outpatient treatment, and residential housing; and \$61,850 to the District Attorney's (DA's) office for issuing and prosecuting drug offenses for Chronic Offenders.

The Intergovernmental Agreement with the City of Portland provides the funding for 1 FTE Probation and Parole Officer (PPO) for supervision that is included in the FY08 DCJ Adopted Budget in the amount of \$88,096. This budget modification will increase the total funding for FY08 from City of Portland to \$235,365 (\$88,096 + \$147,269) for DCJ and \$61,850 for the District Attorney's Office.

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 Chronic Offender Program was started four years ago as a response to livability concerns in Portland due to increased drug related crimes. Each quarter, 30 of the most chronic offenders are identified by the Portland Police Bureau (PPB).

This budget modification will provide substance abuse treatment and housing assistance to decrease addiction and criminal behavior. Individuals eligible for the Chronic Offender Program are identified pre and post-adjudication. The Parole and Probation Officer (PPO) assigned to this caseload will facilitate an individualized intervention plan and coordinate with community partners to address the needs of the offenders. DCJ will contract with Volunteers of America (VOA) to provide 42 day treatment slots and 12 residential housing units through Salvation Army where they will receive case management services while living in a stable environment.

The District Attorney's office will hire one Deputy District Attorney and .5 FTE Clerical staff for issuing and prosecuting drug offenses and related cases of those individuals who meet the chronic offender criterion.

This budget Modification enhances DCJ Program Offer 50038B and District Attorney's Office Program Offer 15009.

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

The FY08 General Fund Revenue for DCJ is being increased by \$147,269 from the City of Portland. The District Attorney's Office General Fund Revenue is being increased \$61,850 from the City of Portland.

The funding for this program is expected to be ongoing and was included in DCJ's FY09 requested budget, Program Offer 50038-Adult Chronic Offender Program, in the amount of \$954,020; and the DA's office FY09 requested budget, Program Offer 15009 in the amount of \$132,779.

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

N/A

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

N/A

ATTACHMENT A

Budget Modification

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

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

DCJ General Fund is being increased by \$147,269. Services provided include;

- Outpatient Treatment \$75,000 from February 1, 2008 through June 30, 2008
- Residential Housing \$131,000 for 12 males from April 1, 2008, through June 30, 2008
- 1.00 FTE Parole and Probation Officer (\$58,731) from March 1, 2008 through June 30, 2008. The PPO FTE was included in the FY08 adopted budget but due to the late start up of the program, the PPO will not be hired until March 1, 2008.

The District Attorney's General Fund is being increased by \$61,850. Services provided include;

- 1.00 FTE District Attorney \$53,000 from January 1, 2008 through June 30, 2008
- 0.50 FTE Clerical Support \$8,850 from March 1, 2008 through June 30, 2008.

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

DCJ Employee, Community & Clinical Services for Substance Abuse Outpatient Treatment is being increased \$75,000; Chronic Offender Supportive Services for Residential Housing is being increased \$131,000; and High Risk Drug Unit is being decreased \$58,731 for the PPO due to the late start up of the program.

The DA's office Personal Services is being increased by \$61,850 for 1 FTE District Attorney and .5 FTE Clerical Support.

- **What do the changes accomplish?**

The Intergovernmental Agreement with the City of Portland will provide services through Volunteers of America for outpatient drug and alcohol treatment for 42 males; provide housing for 12 males through Salvation Army; and hiring a Parole/Probation Officer to provide supervision of individuals identified as on the Chronic Offender list.

The District Attorney's office will hire a Deputy District Attorney and Clerical Staff responsible for issuing and prosecuting drug offenses and related cases of those individuals who meet the chronic offender criterion.

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

N/A

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

The Intergovernmental agreement with the City of Portland does not allow for administrative costs, therefore the general fund will cover this expense.

- **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 Chronic Offender Program is on-going and is included in the DCJ FY09 requested budget, program offer 50038 and the DA's office program offer 15009.

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

This is an inter-governmental agreement with the City of Portland

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

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: DCJ - 21

Required Signatures

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



Date: 03/12/08

Budget Analyst:



Date: 03/13/08

Department HR:

Date:

Countywide HR:

Date:

Budget Modification ID: **DCJ-21****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2008

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center	WBS Element					
1	50-05	1000	50038B	50		503700		50200	-	(75,000)		Incr Revenue O/P Tx
2	50-05	1000	50038B	50		503700		60170	263,939	338,939	75,000	O/P Tx VOA Prof Svc
3									0		0	ASD Substance Abuse O/P
4									0			
5	50-05	1000	50038B	50		500600		50200	0	(131,000)	(131,000)	Incr Revenue Housing
6	50-05	1000	50038B	50		500600		60170	0	131,000	131,000	Res Hsg VOA/Salvation Army
7									0		0	Chronic Offender Supportive Services
8									0			
9	50-10	1000	50038B	50		502800		50200	(88,096)	(29,365)	58,731	Decr Rev PPO Position
10	50-10	1000	50038B	50		502800		60000	189,034	153,107	(35,927)	Decr Permanent
11	50-10	1000	50038B	50		502800		60130	63,691	51,300	(12,391)	Decr Fringe
12	50-10	1000	50038B	50		502800		60140	47,306	38,301	(9,005)	Decr Insurance
13	50-10	1000	50038B	50		502800		60240	900	725	(175)	Decr Supplies
14	50-10	1000	50038B	50		502800		60260	350	117	(233)	Decr Travel & Training
15	50-10	1000	50038B	50		502800		60370	1,500	500	(1,000)	Decr Telephone
16									0		0	High Risk Drug Unit
17									0			
18	72-60	3503		20		709525		50310		1,000	1,000	Decr Telecommunications reimb
19	72-60	3503		20		709525		60200		(1,000)	(1,000)	Decr Telecommunications exp
20									0		0	Telecommunications
21									0			
22	15-10	1000	15009	50			da chop.gf	60000		40,357	40,357	Incr Permanent
23	15-10	1000	15009	50			da chop.gf	60130		12,955	12,955	Incr Fringe
24	15-10	1000	15009	50			da chop.gf	60140		8,538	8,538	Incr Insurance
25									0		61,850	Chronic Offender Program
26									0			
27	15-10	1000	15009	50			da chop.gf	50200		0	(61,850)	Incr Revenue
28									0			
29									0			

Budget Modification ID: **DCJ-21****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2008

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center	WBS Element						
											61,850	0	Total - Page 1
											61,850	0	GRAND TOTAL

ANNUALIZED PERSONNEL CHANGEChange 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	6252		da chop.gf	Dep DA 2		1.00	70,128	22,512	13,360	106,000
1000	6001		da chop.gf	OA 2		0.50	15,879	5,097	5,574	26,550
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL ANNUALIZED CHANGES						1.50	86,007	27,609	18,934	132,550

CURRENT YEAR PERSONNEL DOLLAR CHANGECalculate 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	6252		da chop.gf	Dep DA 2		1.00	35,064	11,256	6,680	53,000
1000	6001		da chop.gf	OA 2		0.50	5,293	1,699	1,858	8,850
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL CURRENT FY CHANGES						1.50	40,357	12,955	8,538	61,850



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-2 DATE 3/27/08
ANA KARNES, ASST BOARD CLERK

Board Clerk Use Only

Meeting Date: 03/27/08
Agenda Item #: R-2
Est. Start Time: 9:35 AM
Date Submitted: 03/05/08

BUDGET MODIFICATION: DCJ – 18 Revised

Budget Modification DCJ-18 Increases Multnomah County General Fund Motor
Agenda Pool Appropriation by \$71,240 for the Purchase of 5 Vehicles for the
Title: Department of Community Justice Juvenile Services Division

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

Requested Meeting Date:	<u>March 27, 2008</u>	Amount of Time Needed:	<u>5 minutes</u>
Department:	<u>Dept. of Community Justice</u>	Division:	<u>Juvenile Services Division</u>
Contact(s):	<u>Shaun Coldwell</u>		
Phone:	<u>503-988-3961</u>	Ext.	<u>83961</u>
	I/O Address:		<u>503 / 250</u>
Presenter(s):	<u>Thach Nguyen</u>		

General Information

1. What action are you requesting from the Board?

The Department of Community Justice (DCJ) requests approval of a budget modification to appropriate \$71,240 to Multnomah County General Fund Motor Pool for the purchase of 5 vehicles for the Juvenile Services Division.

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 Juvenile Services Division Leadership Team has determined that it is more efficient and cost effective for Juvenile counselors to use county vehicles instead of their own vehicles. DCJ has 46 counselors receiving \$600 per year as a condition of employment plus mileage for using their own vehicles. DCJ will use the savings to pay for the new cars by eliminating the condition of employment and reducing mileage reimbursement that is currently being paid to employees who use their own cars.

One Time Purchase	\$71,400
On-going savings from Condition of Employment \$600 x 46	(\$27,600)
On-going savings in mileage reimbursement	(\$29,756)
On-going replacement costs	\$21,738
Net Savings annualized	(\$35,618)

DCJ has determined that 5 new vehicles are needed to meet the business needs of the Juvenile Services Division and that the additional vehicles will result in a net savings of \$35,618 annually. The use of County owned vehicles will bring DCJ in compliance with Administrative Procedure Fin-14 "At locations with access to County-owned assigned vehicles or motor pools, their use is required for work-related travel ...".

This budget modification was originally presented to the Board on February 21, 2008 to include 5 hybrid vehicles for the Fleet Division purchased from Contingency and postponed until a later date. This revised budget modification does not include the purchase of 5 hybrid vehicles from contingency but requests approval to transfer funds from Juvenile Services Division to Fleet for the purchase of 3 midsize and 2 compact vehicles to be used by Juvenile Staff.

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

The Multnomah County General Fund Motor Pool revenue is being increased \$71,240 for fiscal year 2008.

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

N/A

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

N/A

ATTACHMENT A

Budget Modification

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

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

Multnomah County General Fund Motor Pool revenue is being increased by \$71,240.

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

Multnomah County Motor Pool General Fund Capital Equipment is being increased \$71,240. DCJ material and services budgets in Counseling Services and Treatment Services is being decreased to cover the cost of the new vehicles.

- **What do the changes accomplish?**

DCJ Juvenile Services Division will receive 5 motor pool vehicles to be used by employees reducing the amount of mileage reimbursement and condition of employment for personal vehicle usage.

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

N/A

- **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?**

One-time only

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

N/A

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

N/A

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

ATTACHMENT B

BUDGET MODIFICATION: DCJ – 18 Revised


Required Signatures

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



Date: 03/05/08

Budget Analyst:



Date: 03/05/08

Department HR:

Date:

Countywide HR:

Date:

Budget Modification ID: **DCJ-18 Revised****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2008

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center						
1	50-50	1000	50007A	50		509000	60270	2,446	1,446	(1,000)		Decr local travel & mileage
2											(1,000)	JSD Management
3									0			
4									0			
5	50-50	1000	50007A	50		507000	60270	7,178	1,178	(6,000)		Decr local travel & mileage
6	50-50	1000	50007A	50		507000	60110	12,694	5,396	(7,298)		Decr Overtime
7	50-50	1000	50007A	50		507000	60130	48,307	45,962	(2,345)		Decr Sal Related 32.09%
8	50-50	1000	50007A	50		507000	60140	29,574	29,227	(347)		Decr Insurance 4.75%
9	50-50	1000	50007A	50		507000	60180	11,017	6,017	(5,000)		Decr printing
10											(20,990)	JSD Counseling Mgmnt
11									0			JSD Counseling Mgmnt
12									0			
13	50-50	1000	50014	50		507710	60270	12,520	2,520	(10,000)		Decr local travel & mileage
14									0		(10,000)	JSD GRIT
15									0			
16	50-50	1000	50013A	50		507600	60270	20,169	7,169	(13,000)		Decr local travel & mileage
17									0		(13,000)	JSD NE Office
18												
19	50-50	1000	50013A	50		508100	60270	8,418	2,418	(6,000)		Decr local travel & mileage
20									0		(6,000)	JSD East Office
21									0			
22	50-50	1000	50013A	50		507700	60270	9,467	2,467	(7,000)		Decr local travel & mileage
23									0		(7,000)	JSD SE Office
24									0			
25	50-50	1000	50013A	50		507900	60270	1,978	978	(1,000)		Decr local travel & mileage
26									0		(1,000)	JSD Central Office
27									0			
28	50-50	1000	50017	50		508300	60270	3,984	1,984	(2,000)		Decr local travel & mileage
29									0		(2,000)	JSD Sex Offender Tx Team
										(60,990)	(60,990)	Total - Page 1
										0	0	GRAND TOTAL

Budget Modification ID: **DCJ-18 Revised****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2008

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center	WBS Element					
30	50-50	1000	50013B	50		507510		3,223	223	(3,000)		Decr local travel & mileage
31									0		(3,000)	JSD Gender Specific
32									0			
33	50-50	1000	50007A	50		506210		2,500	0	(2,500)		Decr printing
34	50-50	1000	50007A	50		506210		1,000	0	(1,000)		Decr rentals
35	50-50	1000	50007A	50		506210		2,500	0	(2,500)		Decr repairs & maint
36	50-50	1000	50007A	50		506210		500	250	(250)		Decr food
37	50-50	1000	50007A	50		506210		2,000	1,000	(1,000)		Decr dues & subscriptions
38									0		(7,250)	JSD Treatment Svc Mgmnt
39									0			
40									0			
41	50-50	1000	50007A	50		507000		26,830	82,630	55,800		Incr Motor Pool to purchase 4 new vehicles
42									0		55,800	JSD Counseling Mgmnt
43									0			
44	50-50	1000	50007A	50		506210		0	15,440	15,440		Incr Motor Pool to purchase 1 new midsize vehicle
45									0		15,440	JSD Treatment Svc Mgmnt
46									0			
47	72-55	3501		20		904100			(71,240)	(71,240)		Incr Motor Pool Revenue
48	72-55	3501		20		904100			71,240	71,240		Incr Motor Pool Exp
49									0		0	Int'l Svc Motor Pool
50									0			
51									0			
52									0			
53									0			
54									0			
55									0			
56									0			
57									0			
58									0			



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-3 DATE 3/27/08
ANA KARNES, ASST BOARD CLERK

Board Clerk Use Only

Meeting Date: 03/27/08
Agenda Item #: R-3
Est. Start Time: 9:40 AM
Date Submitted: 03/04/08

BUDGET MODIFICATION: DCJ - 20

Budget Modification DCJ-20 Redistributing Existing Grant Funding from the
Agenda Annie E. Casey Foundation in Order to Add a New Program Coordinator
Title: Position

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

Requested Meeting Date: March 27, 2008 Amount of Time Needed: 5 minutes
Department: Dept. of Community Justice Division: Juvenile Services Division
Contact(s): Shaun Coldwell
Phone: 503-988-3961 Ext. 83961 I/O Address: 503 / 250
Presenter(s): David Koch, Assistant Director of the Juvenile Services Division

General Information

1. What action are you requesting from the Board?

The Department of Community Justice (DCJ) requests approval of a budget modification that redistributes existing grant funding from the Annie E Casey Foundation in order to add a new 0.60 FTE Program Coordinator 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.

In 1992 the Annie E. Casey Foundation created the Juvenile Detention Alternatives Initiative (JDAI) to demonstrate that jurisdictions can establish more effective and efficient systems to accomplish the purposes of juvenile detention. The objectives of JDAI are to reduce the number of children unnecessarily or inappropriately detained; to minimize the number of youth who fail to appear in court or reoffend pending adjudication; to redirect public funds toward successful reform strategies; and to improve conditions of confinement.

For the past 14 years, DCJ has received funding from the Annie E. Casey Foundation which has

resulted in Multnomah County becoming a national model for jurisdictions nation-wide. DCJ has joined partnerships with community based providers, expedited case processing practices, reduced disproportionate minority confinement and has created a system based on the principle that youth offenders have an obligation to repair the harm done to victims and the community by establishing accountability programs. For FY 2008 DCJ has budgeted \$210,000 from the Annie E Casey Foundation for the Juvenile Detention Alternatives Initiative.

Currently the implementation, coordination, and facilitation efforts of JDAI is provided by a contractor. It has been recommended by Multnomah County, Central Procurement & Contract Administration that these functions instead be performed by a County employee. This budget modification shifts the funds allocated for these functions from professional services to personnel. The Class/Comp Unit of Central Human Resources has reviewed the functions of this new position and has determined the the Program Coordinator classification is appropriate. This new position would become effective April 1, 2008.

This program is located in Program Offer 50007A - Juvenile Services Management.

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

This budget modification covers revenues and expenditures covering the period of April 1, 2008 through June 30, 2008 for the Annie E. Casey Foundation Grant. Personnel expenses are increased by \$12,075 and professional services expenses are decreased by the like amount for a net zero fiscal impact. This position is ongoing and was included in the FY 2009 Requested Budget, program offer 50007.

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

Local 88 represented employees have a contractual right to appeal and arbitrate the outcome of a reclassification request, which would include Board action to disapprove the request. It is the policy of Multnomah County to make all employment decisions without regard to race, religion, color, national origin, sex, age marital status, disability, political affiliations, sexual orientation, or any other nonmerit factor.

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

N/A

ATTACHMENT A

Budget Modification

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

- What revenue is being changed and why?

N/A

- What budgets are increased/decreased?

N/A

- What do the changes accomplish?

Redistributing grant funding from the Annie E. Casey Foundation: Personnel increases by \$12,075 and professional services decreases by \$12,075 for a net zero fiscal impact.

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

Yes, a 0.60 FTE (annualized) Program Coordinator is added effective April 1, 2008. This position is on-going and was included in the FY 2009 Requested Budget.

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

The grant provides for Central Indirect and Department Indirect 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 anticipated that this grant will be renewed in FY 2009.

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

January 1, 2008 through December 31, 2008

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

It is anticipated that this grant will be renewed, however if it was not DCJ would seek alternative federal, state or private grant funds. If funding was not available DCJ would end the program.

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

ATTACHMENT B

BUDGET MODIFICATION: DCJ - 20

Required Signatures

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

Shannon Brown for Scott Taylor

Date: 03/04/08

Budget Analyst:

[Signature]

Date: 03/04/08

Department HR:

Karin Lambert

Date: 03/04/08

Countywide HR:

Ruth Nutting

Date: 03/04/08

Budget Modification ID: **DCJ-20****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2008

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center						
1	50-50	68010	5007A	50			CJ009.HOSTSITE	60000	82,708	90,338	7,630	Permanent
2	50-50	68010	5007A	50			CJ009.HOSTSITE	60130	26,541	28,989	2,448	Fringe
3	50-50	68010	5007A	50			CJ009.HOSTSITE	60140	15,381	17,378	1,997	Insurance
4	50-50	68010	5007A	50			CJ009.HOSTSITE	60170	61,000	48,925	(12,075)	Professional Services
5									0		0	Transfer budget from contractor to FTE
6									0			
7	72-10	3500		20		705210		50316	(1,997)	(1,997)		Service Reimb, Insurance
8	72-10	3500		20		705210		60330	1,997	1,997		Claims Paid, Insurance
9									0			
10									0			
11									0			
12									0			
13									0			
14									0			
15									0			
16									0			
17									0			
18									0			
19									0			
20									0			
21									0			
22									0			
23									0			
24									0			
25									0			
26									0			
27									0			
28									0			
29									0			
										0	0	Total - Page 1
										0	0	GRAND TOTAL

ANNUALIZED PERSONNEL CHANGEChange 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
1505	6022	61227	CJ009.HOSTSITE	Program Coordinator	New	0.60	30,518	9,793	7,987	48,298
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL ANNUALIZED CHANGES						0.60	30,518	9,793	7,987	48,298

CURRENT YEAR PERSONNEL DOLLAR CHANGECalculate 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
1505	6022	61227	CJ009.HOSTSITE	Program Coordinator	New	0.15	7,630	2,448	1,997	12,075
										0
										0
	Position Effective April 1, 2008 (3 months in FY08)									0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL CURRENT FY CHANGES						0.15	7,630	2,448	1,997	12,075



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-4 DATE 3/22/08
ANA KARNES, ASST BOARD CLERK

Board Clerk Use Only

Meeting Date: 03/27/08
Agenda Item #: R-4
Est. Start Time: 9:45 AM
Date Submitted: 03/20/08

BUDGET MODIFICATION: DCJ - 13

**Budget Modification DCJ-13 Adding the Juvenile Services Division Nutrition
Agenda Services Program and Changes from a Contracted Service to a County
Title: Operation**

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

Requested Meeting	<u>March 27, 2008</u>	Amount of Time Needed:	<u>10 minutes</u>
Department:	<u>Dept. of Community Justice</u>	Division:	<u>Juvenile Services Division</u>
Contact(s):	<u>Shaun Coldwell</u>		
Phone:	<u>503-988-3961</u>	Ext.	<u>83961</u> I/O Address: <u>503 / 250</u>
Presenter(s):	<u>Dave Koch, Asst Director & Kathy Brennan, Custody Services Manager</u>		

General Information

1. What action are you requesting from the Board?

The Department of Community Justice (DCJ) requests approval of a budget modification that adds the Juvenile Services Division Nutrition Services Program effective April 1, 2008. Annualized this equals 11.40 FTE.

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.

Juvenile Detention through DCJ's Donald E. Long Home (DELH) is a secure and structured environment that provides care and custody to both detained youth offenders and youth offenders receiving treatment in residential programs. The youth receive education, life skills, behavior change counseling and other evidence-based services to reduce delinquency.

This budget modification will add 11.40 FTE (annualized) to work in the Juvenile Nutrition Services Program which provides meals and snacks to the youth detained at DELH. In addition these positions will work in the cafeteria at DELH which generates revenue for the program. This program was budgeted for FY 2008 as a contracted service in the amount of \$434,433 (288,214 in county

general fund (CGF) & 146,219 in United States Department of Agriculture (USDA) funding). When DCJ was unable to reach an agreement with a contractor for continued operations the program was brought in-house. This budget modification approves 2.85 FTE for the balance of the fiscal year and transfers money from the contract to operations. Cafeteria revenues that previously went to the contractor will now be collected by DCJ and are recognized in this budget modification. Additional costs incurred by this program will be absorbed within DCJ's FY 2008 appropriation.

The projected total cost of the Nutrition Services Program for FY 2008 is \$1,023,636. These costs are offset by cafeteria, catering, and USDA revenue collected by the program and CGF and USDA funds transferred from the food service contract for a balance of \$236,189 which will be absorbed within DCJ's FY 2008 appropriation. In total for FY 2008; CGF will cover \$524,403 and other funding will cover \$499,233 of the Nutrition Services Program.

FY 2008 Projections	
Expenses	1,023,636
CGF (budgeted for food service contract)	(288,214)
Cafeteria Revenue	(210,560)
Catering Revenue	(18,310)
USDA Revenue	(270,363)
Difference:	236,189

DCJ is also in the process of hiring a consultant to evaluate the Nutrition Services Program and to advise on the most efficient ways to run the program. The plan is to have the consultant complete their analysis and recommendation of the program by the fall of 2008 for a total cost of \$5,000.

This budget modification supports the following program offers:

- 50018 – Juvenile Sex Offender Residential Treatment (SRTP)
- 50020 – Juvenile Secure Residential A&D Treatment (RAD)
- 50022 A&B – Juvenile Detention, 80 Beds

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

This budget modification includes revenue and expenditures covering the period of July 1, 2007 through June 30, 2008. These revenues and expenditures will continue in FY 2009 and were included in DCJ's FY 2009 Requested Budget, within constraint.

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

Local 88 represented employees have a contractual right to appeal and arbitrate the outcome of a reclassification request, which would include Board action to disapprove the request. It is the policy of Multnomah County to make all employment decisions without regard to race, religion, color, national origin, sex, age marital, disability, political affiliations, sexual orientation, or any other non-merit factor.

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

N/A

ATTACHMENT A

Budget Modification

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

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

United States Department of Agriculture (USDA) revenue increases by \$115,674.

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

Juvenile Services Division increases \$344,544.

- \$115,674 increase in USDA revenue
- \$228,870 increase in CGF for revenue collected from cafeteria and catering sales.

Central Indirect increases \$2,450.

Department Indirect increases \$6,156.

- **What do the changes accomplish?**

The addition of 2.85 FTE in FY 2008 effective April 1, 2008 (3 months). Annualized this is an addition of 11.40 FTE.

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

Yes, 11.40 FTE (annualized) are added. These positions are included in the FY 2009 Requested Budget, within constraint.

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

USDA provides for Central Indirect and Department Indirect 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 USDA revenue is ongoing. The Cafeteria & Catering sales revenue is also ongoing.

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

The current USDA grant is effective July 1, 2007 through June 30, 2008. This grant is renewed annually.

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

N/A

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

ATTACHMENT B

BUDGET MODIFICATION: DCJ -13

Required Signatures

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

John Anderson for Scott Taylor

Date: 03/20/08

Budget Analyst:

[Signature]

Date: 03/20/08

Department HR:

James J. Opoka

Date: 03/20/08

Budget Modification ID: **DCJ-13****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2008

Line No.	Fund Center	Fund Code	Program #	Func. Area	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
						Cost Center	WBS Element						
1	50-50	1000	50022	50		506230		50250	0	(210,560)	(210,560)		Sales To Public (cafeteria)
2	50-50	1000	50022	50		506230		50310		(18,310)	(18,310)		Intl Service Reimb (catering)
3												(228,870)	Café & Catering Revenue
4	50-50	1000	50022	50		506230		60000	0	82,199	82,199		Permanent
5	50-50	1000	50022	50		506230		60100	0	287,769	287,769		Temporary
6	50-50	1000	50022	50		506230		60110	0	18,000	18,000		Overtime
7	50-50	1000	50022	50		506230		60120	0	1,912	1,912		Premium
8	50-50	1000	50022	50		506230		60130	0	25,573	25,573		Fringe
9	50-50	1000	50022	50		506230		60135	0	54,839	54,839		Non Base Fringe
10	50-50	1000	50022	50		506230		60140	0	31,407	31,407		Insurance
11	50-50	1000	50022	50		506230		60145	0	10,385	10,385		Non Base Insurance
12	50-50	1000	50022	50		506230		60170	0	5,000	5,000		Professional Services
13										0		517,084	JSD Nutrition Services
14										0			
15	50-50	1000	50022	50		506100		60250	217,259	0	(217,259)		Food
16										0		(217,259)	Decr Custody's Food Services contract
17										0			
18	50-50	1000	50020	50		506600		60150	250,719	213,719	(37,000)		Decr match exch for JCP
19										0		(37,000)	GF RAD
20	50-50	23180	50020	50			CJ041.JCP.DIV.RAD	60250	37,000	0	(37,000)		Decr JCP food/exch for GF
21	50-50	23180	50020	50			CJ041.JCP.DIV.RAD	60150	49,816	86,816	37,000		Incr Morrison Ctr Match
22										0		0	Decr RAD Food Services Contract
23										0			
24	50-50	1000	50018	50		506500		60250	33,955	0	(33,955)		Food
25										0		(33,955)	Decr SRTP Food Services Contract
26										0			
27										0			
28										0			
29										0			
											0	0	Total - Page 1
											0	0	GRAND TOTAL

Budget Modification ID: **DCJ-13****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2008

Line No.	Fund Center	Fund Code	Program #	Func. Area	Internal Order	Cost Center	Accounting Unit	Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
							WBS Element						
30	50-50	20691	50022	50			CJ031.USDA.SCHOOL BREAK	50190	(54,542)	(63,702)	(9,160)		Incr Rev School Break prog
31	50-50	20692	50022	50			CJ031.USDA.SCHOOL LUNCH	50190	(100,147)	(110,776)	(10,629)		Incr Rev School Lunch prog
32	50-50	20695		50			CJ031.USDA.RSK.SUPPR	50190	0	(60,358)	(60,358)		At Risk Supper
33	50-50	20696		50			CJ031.USDA.RSK.SNACK	50190	0	(15,755)	(15,755)		At Risk Snack
34	50-50	20693		50			CJ031.USDA.ADLTCR.BKFS	50190	0	(9,014)	(9,014)		Foster Care Breakfast
35	50-50	20694		50			CJ031.USDA.ADLTCR.LNCH	50190	0	(10,758)	(10,758)		Foster Care Lunch
36												(115,674)	Increased Revenues
37									0				
38	50-50	20691	50022	50			CJ031.USDA.SCHOOL BREAK	60250	50,482	58,961	8,479		Incr food
39	50-50	20692	50022	50			CJ031.USDA.SCHOOL LUNCH	60250	92,693	102,532	9,839		Incr food
40	50-50	20695		50			CJ031.USDA.RSK.SUPPR	60250	0	55,867	55,867		Incr food
41	50-50	20696		50			CJ031.USDA.RSK.SNACK	60250	0	14,583	14,583		Incr food
42	50-50	20693		50			CJ031.USDA.ADLTCR.BKFS	60250	0	8,343	8,343		Incr food
43	50-50	20694		50			CJ031.USDA.ADLTCR.LNCH	60250	0	9,957	9,957		Incr food
44												107,068	Food
45									0				
46	50-50	20691	50022	50			CJ031.USDA.SCHOOL BREAK	60350	1,156	1,350	194		Central indirect 2.29%
47	50-50	20692	50022	50			CJ031.USDA.SCHOOL LUNCH	60350	2,123	2,347	224		Central indirect 2.29%
48	50-50	20695		50			CJ031.USDA.RISK.SUPPER	60350	0	1,279	1,279		Central indirect 2.29%
49	50-50	20696		50			CJ031.USDA.RSK.SNACK	60350	0	334	334		Central indirect 2.29%
50	50-50	20693		50			CJ031.USDA.ADLTCR.BKFS	60350	0	191	191		Central indirect 2.29%
51	50-50	20694		50			CJ031.USDA.ADLTCR.LNCH	60350	0	228	228		Central indirect 2.29%
52									0			2,450	Total Central Indirect
53									0				
54	50-50	20691	50022	50			CJ031.USDA.SCHOOL BREAK	60355	2,904	3,391	487		Dept Indirect 5.75%
55	50-50	20692	50022	50			CJ031.USDA.SCHOOL LUNCH	60355	5,331	5,897	566		Dept Indirect 5.75%
56	50-50	20695		50			CJ031.USDA.RISK.SUPPER	60355	0	3,212	3,212		Dept Indirect 5.75%
57	50-50	20696		50			CJ031.USDA.RSK.SNACK	60355	0	838	838		Dept Indirect 5.75%
58	50-50	20693		50			CJ031.USDA.ADLTCR.BKFS	60355	0	480	480		Dept Indirect 5.75%
59	50-50	20694		50			CJ031.USDA.ADLTCR.LNCH	60355	0	573	573		Dept Indirect 5.75%
60									0			6,156	Total Department Indirect
											0	0	Total - Page 2
											0	0	GRAND TOTAL

Budget Modification ID: **DCJ-13****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2008

Line No.	Fund Center	Fund Code	Program #	Func. Area	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
						Cost Center	WBS Element						
61	19	1000		20		9500001000		50310		(2,450)	(2,450)		Incr Reimb Rev GF
62	19	1000		20		9500001000		60470		2,450	2,450		Incr offsetting exp GF
63										0			
64	50-00	1000	50001	50		509600		50370		(6,156)	(6,156)		Incr Dept Indirect Revenue
65	50-00	1000	50001	50		509600		60170		6,156	6,156		Incr Prof Svc by Dept Indirect
66										0			
67	72-10	3500		20		705210		50316		(41,792)	(41,792)		Service Reimb, Insurance
68	72-10	3500		20		705210		60330		41,792	41,792		Claims Paid, Insurance
69										0		0	
70										0			
71										0			
72										0			
73										0			
74										0			
75										0			
76										0			
77										0			
78										0			
79										0			
80										0			
81										0			
82										0			
83										0			
84										0			
85										0			
86										0			
87										0			
											0	0	Total - Page 3
											0	0	GRAND TOTAL

ANNUALIZED PERSONNEL CHANGEChange 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	6261	65158	506230	Food Service Worker	New	1.00	25,829	7,511	11,684	45,024
1000	6261	65158	506230	Food Service Worker	New	0.50	12,914	3,755	5,842	22,511
1000	6261	65158	506230	Food Service Worker	New	0.80	20,663	6,009	9,347	36,019
1000	6261	65158	506230	Food Service Worker	New	1.00	25,829	7,511	11,684	45,024
1000	6261	65158	506230	Food Service Worker	New	1.00	25,829	7,511	11,684	45,024
1000	6261	65158	506230	Food Service Worker	New	0.50	12,914	3,755	5,842	22,511
1000	6260	65158	506230	Cook	New	1.00	31,654	10,158	12,063	53,875
1000	6260	65158	506230	Cook	New	1.00	31,654	10,158	12,063	53,875
1000	6260	65158	506230	Cook	New	0.80	25,323	8,126	9,650	43,099
1000	6260	65158	506230	Cook	New	1.00	31,654	10,158	12,063	53,875
1000	6260	65158	506230	Cook	New	1.00	31,654	10,158	12,063	53,875
1000	6260	65158	506230	Cook	New	0.80	25,323	8,126	9,650	43,099
1000	9020	65158	506230	Food Service Manager	New	1.00	54,733	17,564	13,563	85,860
										0
										0
				TOTAL ANNUALIZED CHANGES		11.40	355,973	110,500	137,198	603,671

CURRENT YEAR PERSONNEL DOLLAR CHANGECalculate 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	6261	65158	506230	Food Service Worker	New	0.25	6,457	1,878	2,921	11,256
1000	6261	65158	506230	Food Service Worker	New	0.13	1,614	469	730	2,814
1000	6261	65158	506230	Food Service Worker	New	0.20	4,133	1,202	1,869	7,204
1000	6261	65158	506230	Food Service Worker	New	0.25	6,457	1,878	2,921	11,256
1000	6261	65158	506230	Food Service Worker	New	0.25	6,457	1,878	2,921	11,256
1000	6261	65158	506230	Food Service Worker	New	0.13	1,614	469	730	2,814
1000	6260	65158	506230	Cook	New	0.25	7,914	2,540	3,016	13,469
1000	6260	65158	506230	Cook	New	0.25	7,914	2,540	3,016	13,469
1000	6260	65158	506230	Cook	New	0.20	5,065	1,625	1,930	8,620
1000	6260	65158	506230	Cook	New	0.25	7,914	2,540	3,016	13,469
1000	6260	65158	506230	Cook	New	0.25	7,914	2,540	3,016	13,469
1000	6260	65158	506230	Cook	New	0.20	5,065	1,625	1,930	8,620
1000	9020	65158	506230	Food Service Manager	New	0.25	13,683	4,391	3,391	21,465
										0
										0
				TOTAL CURRENT FY CHANGES		2.85	82,199	25,573	31,407	139,179



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-5 DATE 3/27/08
ANA KARNES, ASST BOARD CLERK

Board Clerk Use Only

Meeting Date: 03/27/08
Agenda Item #: R-5
Est. Start Time: 9:50 AM
Date Submitted: 03/13/08

BUDGET MODIFICATION: DCHS - 24

Agenda Title: Budget Modification DCHS-24 Increasing the County Federal/State Appropriation by \$540,174 from a new US Department of Health and Human Services Grant for the Family Involvement Team

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

Requested Meeting Date: March 27, 2008 **Amount of Time Needed:** 5 minutes
Department: County Human Services **Division:** Mental Health & Addiction Services
Contact(s): Kathy Tinkle
Phone: 988-3691 **Ext.** 26858 **I/O Address:** 167/620
Presenter(s): Ray Hudson and Janice Ashe

General Information

1. What action are you requesting from the Board?

The Department of County Human Services recommends approval of budget modification DCHS-24 increasing the County's Federal/State appropriation by \$540,174 from a new US Department of Health and Human Services Grant.

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 was awarded a 5 year \$3,700,000 Children's Bureau Grant from the Administration for Children, Youth, and Families a part of the US Department of Health and Human Services. An overview of the project and a summary of the project goals are as follows:

The Multnomah County Department of County Human Services, Mental Health and Addiction Services Division (grantee) submitted a proposal on behalf of the Family Involvement Team (FIT). FIT is a collaboration of state, county (Department of Community Justice), and non-profit partners that work together to serve parents who are substance abusers, with emphasis on methamphetamine

and their children. The goal of the program is to provide highly coordinated court and treatment efforts to reach timely permanency placements for children of substance abusers. The proposal doubles system capacity to serve all parents with substance abuse concerns who are in the child welfare system, and creates a full-scale model for Family Drug Treatment Courts. The program includes Intensive Triage Services to enhance treatment engagement, Treatment Support Services to increase treatment retention, and Family Aftercare to increase family wellness and parental abstinence. General project goals are to:

- Reduce the impact of parental substance abuse on children;
- Increase parental success in treatment;
- Increase family capacity to care for their children's needs;
- To expand the service capacity and level of coordination among Family Court, Child Protective Services and Substance Abuse Treatment.

FIT will partner with Portland State University's Regional Research Institute and Child Welfare Partnership to complete a comprehensive evaluation, and disseminate findings to the field. Program offer 25098 Addiction Services Family Involvement Team (FIT) and 50009 Family Court Services are impacted by this grant.

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

This modification increases the County's Federal/State appropriation by \$540,174 from a new US Department Health Human Services grant award. Pass Through expenses increase by \$450,750; personnel expense increases by \$65,323; and indirect expenses increase by \$24,101.

Department grant paid indirect revenue increases by \$13,320 with a \$10,745 increase in supply expense and \$2,575 professional services.

Service reimbursements from the Federal/State Fund to the General Fund increases by \$10,781 and the Risk Fund by \$4,791.

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

N/A

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

N/A

ATTACHMENT A

Budget Modification

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

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

Mental Health and Addiction Services Federal/State appropriation increases by \$491,785 and Department of Community Justice Federal/State appropriation increases by \$48,389 from a new federal grant from the US Department of Health & Human Services.

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

Mental Health and Addiction Services budget increases by \$491,785. Director's Office budget increases by \$10,745 and County General Fund increases by \$10,781. Department of Community Justice Family Court Services budget increases by \$48,389 and Business Services increases by \$2,575.

- **What do the changes accomplish?**

Provides resources that enhances and expands the Family Involvement Team services.

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

Funding for temporary employees to assist with program coordination.

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

The funding allows indirect costs to be recovered.

- **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?**

No, this is a five year grant.

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

September 30, 2007 – September 29, 2012

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

Scale the program back to the original size.

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

ATTACHMENT B

BUDGET MODIFICATION: DCHS - 24

Required Signatures

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

Kathy Linker for Joanne Fuller

Date: 02/28/08

Budget Analyst:

[Signature]

Date: 03/13/08

Department HR:

Collette R. Umbras

Date: 02/29/08

Countywide HR:

Date:

Budget Modification ID: **DCHS-24****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2008

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center	WBS Element						
1	20-80	32271	25098	40			MA AS CONT FIT ACYF	50170	0	(470,357)	(470,357)		IG-OP-Direct Fed
2	20-80	32271	25098	40			MA AS CONT FIT ACYF	60160	0	450,750	450,750		Pass thru
3	20-80	32271	25098	40			MA AS CONT FIT ACYF	60350	0	9,285	9,285		Central Indirect @2.06%
4	20-80	32271	25098	40			MA AS CONT FIT ACYF	60355	0	10,322	10,322		Dept Indirect @2.29%
5													
6	20-80	32271	25098	40			MA TXA AS FIT ACYF	50170	0	(21,428)	(21,428)		IG-OP-Direct Fed
7	20-80	32271	25098	40			MA TXA AS FIT ACYF	60100	0	13,404	13,404		Temporary
8	20-80	32271	25098	40			MA TXA AS FIT ACYF	60135	0	4,304	4,304		Non Base Fringe
9	20-80	32271	25098	40			MA TXA AS FIT ACYF	60145	0	2,827	2,827		Non Base Insurance
10	20-80	32271	25098	40			MA TXA AS FIT ACYF	60350	0	470	470		Central Indirect @2.06%
11	20-80	32271	25098	40			MA TXA AS FIT ACYF	60355	0	423	423		Dept Indirect @2.29%
12													
13	26-00	1000	250000	40			CHSDO.IND1000	50370		(10,745)	(10,745)		Dept. Indirect
14	26-00	1000	250000	40			CHSDO.IND1000	60240		10,745	10,745		Supplies
15													
16	19	1000		20		950001000		50310		(10,781)	(10,781)		Svc Reim F/S to General
17	19	1000		20		950001000		60470		10,781	10,781		Contingency
18													
19	50-50	32271	50009	50			CJ051.FIT.ACYF.FCS	50170	0	(48,389)	(48,389)		IG-OP-Direct Fed
20	50-50	32271	50009	50			CJ051.FIT.ACYF.FCS	60000	0	28,940	28,940		Permanent
21	50-50	32271	50009	50			CJ051.FIT.ACYF.FCS	60130	0	9,268	9,268		Fringe
22	50-50	32271	50009	50			CJ051.FIT.ACYF.FCS	60140	0	6,580	6,580		Salary Related
23	50-50	32271	50009	50			CJ051.FIT.ACYF.FCS	60350	0	1,026	1,026		Central Indirect @2.29 %
24	50-50	32271	50009	50			CJ051.FIT.ACYF.FCS	60355	0	2,575	2,575		Dept Indirect @5.75 %
25													
26	50-50	1000	50009	50		509042		60000	184,617	155,677	(28,940)		Permanent
27	50-50	1000	50009	50		509042		60130	59,245	49,977	(9,268)		Fringe
28	50-50	1000	50009	50		509042		60140	52,021	45,441	(6,580)		Insurance
29	50-50	1000	50009	50		509042		60100	0	39,288	39,288		Temporary
											(5,500)	0	Total - Page 1
											0	0	GRAND TOTAL

Budget Modification ID: **DCHS-24****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2008

Line No.	Fund Center	Fund Code	Program #	Func. Area	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
						Cost Center	WBS Element						
30	50-50	1000	50009	50		509042		60135	0	3,536	3,536		Non Base Fringe
31	50-50	1000	50009	50		509042		60145	0	1,964	1,964		Non Base Insurance
32													
33	50-00	1000	50001	50		509600		50370	0	(2,575)	(2,575)		Department Indirect
34	50-00	1000	50001	50		509600		60170	0	2,575	2,575		Professional Services
35													
36	72-10	3500		20		705210		50316		(4,791)	(4,791)		Svc Reim F/S to Risk
37	72-10	3500		20		705210		60330		4,791	4,791		Claims Paid
38													
39													
40													
41													
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											5,500	0	Total - Page 2
											0	0	GRAND TOTAL



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-6 DATE 3/27/08
ANA KARNES, ASST BOARD CLERK

Board Clerk Use Only

Meeting Date: 03/27/08
Agenda Item #: R-6
Est. Start Time: 9:53 AM
Date Submitted: 03/12/08

BUDGET MODIFICATION: DCHS - 25

Agenda Title: Budget Modification DCHS-25 Increasing Mental Health and Addiction Services
Federal/State Appropriation by \$471,823 for Early Psychosis Intervention
Services and 2.60 FTE

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

Requested Meeting Date: Next Available **Amount of Time Needed:** 5 minutes

Department: County Human Services **Division:** Mental Health and Addiction Services

Contact(s): Kathy Tinkle

Phone: 988-3691 **Ext.** 26858 **I/O Address:** 167/620

Presenter(s): 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-25 increasing Mental Health and Addiction Services Federal/State appropriation by \$471,823.

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

This is a new program initiated and funded by the State Department of Human Services. Some Oregon Health Plan funds are utilized as well, as Verity members will also be receiving services. The early psychosis intervention program (EPP) addresses the needs of young persons aged 16 - 24 who demonstrate initial symptoms of psychosis, with the goal of managing long-term problems and consequences. The EPP offers formal psychiatric treatment services as well as vocational and educational support, and will coordinate care with the young person's family.

Research suggests that the median age for the onset of initial episodes of psychosis is under the age of 25. Research also suggests that early intervention and immediate access to treatment can reduce

the incidence of psychosis' long-term disabling consequences. The EPP identifies young people experiencing the first episodes of psychosis and offers them a broad array of individualized treatment avenues and community-based care.

Because timely access to treatment is critical, Mental Health and Addiction Services Division (MHASD) will promote EPP through local mental health outreach programs and urgent care walk-in clinics, the MHASD Call Center, schools and universities, as well as through media releases coordinated with the Public Affairs Office. Personnel from these access points will put the young person in contact with EPP.

EPP's role is to coordinate treatment options. Community-based psychiatrists with experience treating transition-aged youth will provide psychiatric services. In addition, this program offer funds EPP clinician, psychiatrist, nursing, vocational, occupational, and social worker positions that offer the young person a full range of social services. Finally, EPP will place a particular emphasis on integrating family members, teachers, employers, church members, and other social support mechanisms into the treatment plan. Early psychosis treatment typically is provided for approximately two years. This is a new program so there is no current program offer, for FY 09 the program offer is 25064.

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

State Mental Health Service element MHS 20 (Non Residential Adult Mental Health Services) and MHS 37 (Special Projects) increases by \$396,823 and \$75,000 respectively. Personnel expenses increase by \$238,672 (\$550,472 annualized) and 2.60 FTE (6.00 FTE annualized). Professional services increases by \$245,874 for psychiatric consulting and start up costs. Direct client assistance increases by \$17,364 for client flex funds along with \$29,006 increase in materials and supplies. Verity pass thru expenses decrease by \$59,093 and moved to personnel.

Service reimbursement from the Behavioral Health fund to the Risk fund increases by \$11,304.

Service reimbursements from the Federal/State fund will increase as follows: Risk Fund \$26,163; Information Technology Fund \$7,618; Fleet Fund \$1,264; Facilities Fund \$11,432; and Mail Distribution Fund \$1,396.

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

N/A

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

N/A

ATTACHMENT A

Budget Modification

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

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

State Mental Health Grant Service element MHS 20 Non Residential Adult Mental Health revenue increases by \$396,823 and service element MHS 37 MHS Special Projects revenue increases by \$75,000 for the Early Psychosis Intervention Program.

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

Mental Health and Addictions Services budget increases by \$471,823. Internal Service provider's budgets increase by \$59,177.

- **What do the changes accomplish?**

Provides the resources for Early Psychosis Intervention Program.

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

Yes, increases staffing by 2.60 FTE (6.00 FTE annualized) comprised of the following: .50 FTE Program Manager 1, .42 FTE Community Health Nurse, 1.68 FTE Mental Health Consultants.

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

State Mental Health Grant Service elements MHS 20 and MHS 37 do not provide for any administrative costs, the service element funding is restricted to client services.

- **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 revenue is part of the biennial State Mental Health Grant. The service period for these funds starts 12/1/07 – 6/30/09.

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

On-going biennial grant 7/1/07 – 6/30/09.

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

On-going biennial grant with the State of Oregon.

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

ATTACHMENT B

BUDGET MODIFICATION: DCHS - 25

Required Signatures

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

Kathy Linker for Joanne Fuller

Date: 03/11/08

Budget Analyst:

[Signature]

Date: 03/11/08

Department HR:

Collette R. Umbras

Date: 03/11/08

Countywide HR:

Date:

Budget Modification ID: **DCHS-25****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2008

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center	WBS Element						
1	20-80	82020	New	40			MA SC EAST 20	50190	0	(396,823)	(396,823)		IG-OP Fed Thru State
2	20-80	82020	New	40			MA SC EAST 20	60000	0	116,720	116,720		Permanent
3	20-80	82020	New	40			MA SC EAST 20	60130	0	36,696	36,696		Salary Related
4	20-80	82020	New	40			MA SC EAST 20	60140	0	26,163	26,163		Insurance Benefits
5	20-80	82020	New	40			MA SC EAST 20	60155	0	17,364	17,364		Direct Client Assistance
6	20-80	82020	New	40			MA SC EAST 20	60170	0	170,874	170,874		Professional Services
7	20-80	82020	New	40			MA SC EAST 20	60180	0	924	924		Printing
8	20-80	82020	New	40			MA SC EAST 20	60240	0	3,020	3,020		Supplies
9	20-80	82020	New	40			MA SC EAST 20	60260	0	1,400	1,400		Travel & Training
10	20-80	82020	New	40			MA SC EAST 20	60270	0	1,952	1,952		Local Travel
11	20-80	82020	New	40			MA SC EAST 20	60370	0	4,780	4,780		Telephone Services
12	20-80	82020	New	40			MA SC EAST 20	60380	0	2,838	2,838		Data Processing
13	20-80	82020	New	40			MA SC EAST 20	60410	0	1,264	1,264		Motor Pool
14	20-80	82020	New	40			MA SC EAST 20	60430	0	11,432	11,432		Building Management
15	20-80	82020	New	40			MA SC EAST 20	60460	0	1,396	1,396		Distribution
16													
17	20-80	3002	25062	520			MA SC PP AD XIX	50190	(11,557,355)	(11,498,262)	59,093		IG-OP Fed Thru State
18	20-80	3002	25062	520			MA SC PP AD XIX	60160	11,557,355	11,498,262	(59,093)		Pass Thru
19													
20	20-80	3002	New	520			MA SC EAST XIX	50190	0	(59,093)	(59,093)		IG-OP Fed Thru State
21	20-80	3002	New	520			MA SC EAST XIX	60000	0	36,358	36,358		Permanent
22	20-80	3002	New	520			MA SC EAST XIX	60130	0	11,431	11,431		Salary Related
23	20-80	3002	New	520			MA SC EAST XIX	60140	0	11,304	11,304		Insurance Benefits
24													
25	20-80	82037	New	40			MA SC EAST 37	50190	0	(75,000)	(75,000)		IG-OP Fed Thru State
26	20-80	82037	New	40			MA SC EAST 37	60170	0	75,000	75,000		Professional Services
27													
28	72-60	3503		20		709525		50310		(4,780)	(4,780)		Svc Reim to Info Tech
29	72-60	3503		20		709525		60200		4,780	4,780		Communications
											0	0	Total - Page 1
											0	0	GRAND TOTAL

Budget Modification ID: **DCHS-25****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2008

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center						
30	72-601	3503		20		709000	50310		(2,838)	(2,838)		Svc Reim to Info Tech
31	72-601	3503		20		709000	60240		2,838	2,838		Supplies
32												
33	72-55	3501		20		904100	50310		(1,264)	(1,264)		Svc Reim to Fleet
34	72-55	3501		20		904100	60240		1,264	1,264		Supplies
35												
36	72-50	3505		20		902575	50310		(11,432)	(11,432)		Svc Reim to Facilities
37	72-50	3505		20		902575	60170		11,432	11,432		Professional Services
38												
39	72-55	3504		20		904400	50310		(1,396)	(1,396)		Svc Reim to Distribtuion
40	72-55	3504		20		904400	60230		1,396	1,396		Postage
41												
42	72-10	3500		20		705210	50316		(37,467)	(37,467)		Svc Reim to Risk
43	72-10	3500		20		705210	60330		37,467	37,467		Claims Paid
44												
45												
46												
47												
48												
49												
50												
51												
52												
53												
54												
55												
56												
57												
58												
										0	0	Total - Page 2
										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 (short form)

Board Clerk Use Only

Meeting Date: 03/27/08
Agenda Item #: R-7
Est. Start Time: 9:55 AM
Date Submitted: 03/05/08

Agenda Title: **First Reading of a Proposed ORDINANCE Approving Dissolution of Tri-County Health Care Safety Net Enterprise and Repealing Ordinance 1029**

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

Requested Meeting Date: March 27, 2008 Amount of Time Needed: 5 minutes
Department: Health Division: _____
Contact(s): Lillian Shirley
Phone: 503-988-3674 Ext. 22686 I/O Address: 160/8
Presenter(s): Lillian Shirley

General Information

1. What action are you requesting from the Board?

Approve first reading of ordinance to dissolve the Tri-County Health Care Safety Net Enterprise.

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 April 15, 2004, by Ordinance 1029, the Board approved an intergovernmental agreement with Clackamas and Washington Counties creating the Tri-County Health Care Safety Net Enterprise (SNE). The SNE was created under ORS 190.080 to improve health care access for low income and uninsured residents. At its July 2007 retreat, the SNE Board agreed that the SNE entity is no longer the best structure for accomplishing its purposes. Under Section 8.2 of the SNE intergovernmental agreement and ORS 190.080, the SNE may be terminated by unanimous vote of the parties. On February 14, 2008, the Board approved an intergovernmental agreement with Clackamas and Washington Counties to dissolve the SNE. That agreement requires repeal of the ratifying ordinances. This ordinance repeals the ratifying Ordinance 1029.

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

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

None.

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

Required Signature

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

Lillian Shirley

Date: 03/05/08

DISSOLUTION OF TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE (SNE)

This Intergovernmental Agreement is entered into by and between the parties to the **TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE** Intergovernmental Agreement: **WASHINGTON COUNTY, MULTNOMAH COUNTY and CLACKAMAS COUNTY** pursuant to 190.080(6).

WHEREAS, in May 2004, Washington County, Clackamas County and Multnomah County created an ORS Chapter 190 organization called the "Tri-County Health Care Safety Net Enterprise" (SNE) to address barriers to health care access for low income uninsured residents in the Portland metropolitan area;

WHEREAS, since its inception the SNE initiated, sponsored, and participated in several worthwhile efforts, including working towards a funding mechanism for the provision of prenatal care for uninsured women; replicating "Project Access" a national program linking the uninsured with volunteer community physicians; and an unprecedented analysis of emergency department use at the twelve Portland metro area hospitals over a four-year period;

WHEREAS, in July 2007, the SNE Board met in retreat to discuss the future direction of the organization and at the meeting participants agreed to shift the purpose and activities of the SNE to those of advocacy and activism on behalf of the region's uninsured, and that it made sense to expand the regional perspective by inviting Clark County Washington to participate;

WHEREAS, at the July 2007 retreat the SNE Board agreed that an ORS Chapter 190 intergovernmental entity form is not the most conducive for approaching the group's new focus because participating hospitals, clinics, etc would be equal partners to counties in a new structure unlike under the current ORS Chapter 190 Intergovernmental entity form of organization;

WHEREAS, only Washington County, Multnomah County and Clackamas County are parties to SNE even though the SNE Board of Directors is composed of representatives from tri-county health care entities as well as the three counties;

WHEREAS, Pursuant to Section 8.2 of the SNE Intergovernmental Agreement and ORS 190.080, the Tri-County Health Care Safety Net Enterprise created by intergovernmental agreement under ORS 190.010 may be terminated only by the unanimous vote of all the parties to the intergovernmental agreement;

WHEREAS, SNE has prepared an inventory of SNE's assets and liabilities and has determined SNE has addressed all current liabilities and assets will be distributed to the parties of SNE; and

WHEREAS, Pursuant to Section 8.2 of the SNE Intergovernmental Agreement, if SNE is dissolved, the assets shall be divided equally among the parties to the Agreement.

NOW THEREFORE, the parties mutually agree as follows:

Section 1:

Pursuant to Section 8.2 of the SNE Intergovernmental Agreement and ORS 190.080(6), the Parties to SNE unanimously agree to the dissolution of the Tri-County Health Care Safety Net Enterprise.

Section 2:

Upon dissolution of SNE, each current Party to the SNE Intergovernmental Entity will accept all SNE assets and liabilities to be divided equally amongst the parties pursuant to Section 8.2 of the SNE Intergovernmental Agreement.

Section 3:

Each party agrees to prepare and execute appropriate local legislation to repeal any ordinance ratifying SNE pursuant to ORS 190.085.

Section 4:

Pursuant to ORS 190.080(6) all parties to this Intergovernmental Agreement shall sign this Agreement for it to become effective. This Agreement shall become effective upon the date the last party signs this Agreement.

Section 5:

The SNE Intergovernmental Agreement is repealed upon signature of all parties to this Agreement.

Section 6:

This Agreement may be executed in counterparts, the whole of which makes the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized persons whose signatures appear on each parties' attached signature pages.

DISSOLUTION OF TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE (SNE)

SIGNATURE PAGE
Washington County

WASHINGTON COUNTY, OREGON:

Via- *Dick Schuster* *2/19/08*
Chairman Date
Barbara Hejtmanek *2/19/08*
Recording Secretary Date
Approved as to Form:
Bud Arch *2/8/08*
County Counsel Date

APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS

MINUTE ORDER # *08-65*

DATE *2-19-08*

BY *Barbara Hejtmanek*
CLERK OF THE BOARD

DISSOLUTION OF TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE (SNE)

**SIGNATURE PAGE
Multnomah County**

MULTNOMAH COUNTY, OREGON:

TD Wheel  2/14/08
Commission Chair Date

Approved as to Form:

[Signature] 2/13/08
County Counsel Date

DISSOLUTION OF TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE (SNE)

SIGNATURE PAGE
Clackamas County

CLACKAMAS COUNTY, OREGON:


Commission Chair

1-31-08

Date _____

200.8-10

Date _____

Approved as to Form:

David W. Anderson
County Counsel

1/22/2008

Date _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Approving Dissolution of Tri-County Health Care Safety Net Enterprise and Repealing Ordinance 1029

The Multnomah County Board of Commissioners Finds:

- a. On April 15, 2004, by Ordinance 1029, the Board approved an intergovernmental agreement with Clackamas and Washington Counties creating the Tri-County Health Care Safety Net Enterprise (SNE).
- b. The SNE was created under ORS 190.080 to improve health care access for low income and uninsured residents.
- c. The SNE Board at its July 2007 retreat agreed the SNE entity formed under ORS Chapter 190 is no longer the best structure for accomplishing its purposes.
- d. Under Section 8.2 of the SNE intergovernmental agreement and ORS 190.080, the SNE may be terminated by unanimous vote of the parties.
- e. On February 14, 2008, the Board approved an intergovernmental agreement for dissolution of the SNE. Under that agreement, the parties must repeal any ordinance ratifying the SNE.

Multnomah County Ordains as follows:

Section 1. Ordinance 1029 creating the Tri-County Health Care Safety Net Enterprise is repealed.

FIRST READING:

March 27, 2008

SECOND READING AND ADOPTION:

April 3, 2008

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Jacqueline A. Weber, Assistant County Attorney

SUBMITTED BY:

Lillian Shirley, Director of the Department of Health



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (Budget Modification)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-8 DATE 3/27/08
ANA KARNES, ASST BOARD CLERK

Board Clerk Use Only

Meeting Date: 03/27/08
Agenda Item #: R-8
Est. Start Time: 9:57 AM
Date Submitted: 03/05/08

BUDGET MODIFICATION: HD - 33

**Budget Modification HD-33 Appropriating \$47,660 from the State of Oregon
Department of Human Services, Public Health Services to Provide Case
Agenda Management Services to Pregnant Women Infected with Hepatitis B, to their
Title: Newborns and Household Members to Prevent the Transmission of Hepatitis B**

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

Requested Meeting Date: March 27, 2008 Amount of Time Needed: 5 minutes
Department: Health Division: Community Health Services
Contact(s): Lester A. Walker, Finance and Budget Manager
Phone: (503) 988-3674 Ext. 26457 I/O Address: 167/2/210
Presenter(s): Arlene Warren, Manager and Dr. Gary Oxman, Health Officer

General Information

1. What action are you requesting from the Board?

We are requesting approval of appropriation of \$47,660 in additional funding from the State of Oregon Department of Human Services – Public Health Services FY2008 Financial Assistance Award – Amendment #4: Immunization Special Payments – Perinatal Hepatitis B 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 local health department in Oregon is mandated by State statutes to provide case management services to all pregnant women who are infected with Hepatitis B, to their newborns and to the members of their households to prevent the transmission of Hepatitis B infection. The United States Centers for Disease Control and Prevention funds states to provide the Perinatal Hepatitis B Program and establishes benchmarks that each state must meet. A recent evaluation of the Oregon statewide program resulted in the directive to increase funding to counties and to increase the number of women and infants served.

The Multnomah County Health Department, in collaboration with Washington and Clackamas County Public Health Departments and the Oregon Department of Human Services redesigned the program for the Portland metro area in an effort to increase efficiency, decrease program costs and increase the number of women and infants served. As a result, the Oregon Department of Human Services has increased funding to the Multnomah County Health Department from approximately \$6,500 to \$54,000 annually for the Health Department to administer the redesigned Perinatal Hepatitis B Program.

The redesigning of the program includes two components. The first component of the redesign combines the programs in Multnomah, Washington and Clackamas Counties. Combining the programs in the three metro counties will lead to decreases in administrative costs and duplication of services. The second component creates a Vietnamese bilingual Health Assistant position housed in Multnomah County. This position will ensure an increase in case management activities and ensure that the care provided is culturally and linguistically competent as a significant proportion of clients served by this program are non-English speaking immigrants/refugees from Vietnam.

This action affects Program Offer #40010 – Communicable Disease Prevention and Control. It impacts the results by assuring the Perinatal Hepatitis B Program of the three metro counties meet the State of Oregon Department of Human Service's Program Elements 12 (Bioterrorism) and 43 (Immunization Special Payments) which is to provide centralized tracking of immunization and blood testing status of infants and household contacts of infected Hepatitis B pregnant women, and to ensure that 80% or more of infants born to Hepatitis B infected mothers receive the Hepatitis B immunization series.

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

Approval of this budget modification will increase the Health Department's federal/state FY08 budget by \$47,660. The Health Department receives the State of Oregon Financial Assistance Award – State Support for Public Health on an on-going basis. FY09 funding is included in FY09 Program Offer #40010. Annual funding will be approximately \$54,000.

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

Multnomah County is entering into a Memorandum of Agreement with Clackamas and Washington Counties in order to delineate each County's responsibilities regarding the Perinatal Hepatitis B Program funded through the grant from the State of Oregon Department of Human Services Public Health Division - Amendment #4.

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

The redesign of the Perinatal Hepatitis B Program was developed by the Perinatal Hepatitis B Nurse Coordinators and Program Managers in Multnomah, Clackamas, and Washington County Health Departments, the Oregon State Perinatal Hepatitis B State Coordinator, and the Oregon State Immunization Program Manager and their staff with oversight by the Multnomah, Clackamas and Washington County Health Officer.

ATTACHMENT A

Budget Modification

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

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

The Health Department's federal/state revenue budget will increase by \$47,660 in FY08 as a result of the work performed under this grant.

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

The Health Department's Community Health Services' FY08 budget will increase by \$47,660. Personnel will increase by \$40,242 (Health Assistant 2 – includes Language Premium); Temporary Personnel by \$773 (for interpretation); Supplies by \$2,000 (computer, general office supplies); Travel and Training by \$543; Telecomm by \$315 (cell phone use) and Indirect by \$3,787.

- **What do the changes accomplish?**

The funds provide for the hiring of a Health Assistant 2 who will assist the Disease Control nurses who coordinate the Perinatal Hepatitis B Program in each of the three counties. The primary accomplishments will be to implement centralized documentation of the infants' completion or status of the Hepatitis B immunization series by 15 months of age and post vaccine testing by 18 months of age, and to meet case management benchmarks as set by the United States Centers for Disease Control and Prevention in Atlanta, Georgia, including assuring that at least 80% of infants complete the entire Hepatitis B immunization series.

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

This budget modification increase FY08 FTE by 0.75 FTE Health Assistant 2.

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

The revenue covers these costs.

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

The revenue is not one-time-only in nature. The function is ongoing. The revenue will be awarded annually.

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

The grant covers the period 7/1/07 – 6/30/08.

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

The grant is awarded annually on an on-going basis.

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

ATTACHMENT B

BUDGET MODIFICATION: HD - 33

Required Signatures

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

Lillian Shurley

Date: 03/05/08

Budget Analyst:

Angela Burdine

Date: 03/07/08

Department HR:

Theresa Fuller Poe

Date: 03/03/08

Countywide HR:

Date:

Budget Modification ID: **HD-33****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2008

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	40-30	20570	30			4SA09-7	50190	0	(47,660)	(47,660)		OR DHS - Perinatal B
2	40-30	20570	30			4SA09-7	60000	0	23,186	23,186		Health Assistant 2
3	40-30	20570	30			4SA09-7	60100	0	617	617		Interpretation
4	40-30	20570	30			4SA09-7	60120	0	940	940		Language Premium
5	40-30	20570	30			4SA09-7	60130	0	7,045	7,045		Salary Related Expenses
6	40-30	20570	30			4SA09-7	60135	0	125	125		Non-Base Fringe
7	40-30	20570	30			4SA09-7	60140	0	9,072	9,072		Insurance
8	40-30	20570	30			4SA09-7	60145	0	31	31		Non-Base Insurance
9	40-30	20570	30			4SA09-7	60240	0	2,000	2,000		Supplies
10	40-30	20570	30			4SA09-7	60260	0	543	543		Travel & Trng
11	40-30	20570	30			4SA09-7	60350	0	1,005	1,005		Central Indirect
12	40-30	20570	30			4SA09-7	60355	0	2,782	2,782		Departmental Indirect
13	40-30	20570	30			4SA09-7	60370	0	315	315		Int'l Svc Telephone
14									0			
15	19	1000	0020		9500001000		50310		(1,005)	(1,005)		Indirect reimbursement revenue in GF
16	19	1000	0020		9500001000		60470		1,005	1,005		CGF Contingency expenditure
17									0			
18	40-90	1000	30		409050		50370		(2,782)	(2,782)		Indirect Dept reimbursement revenue in GF
19	40-90	1000	30		409001		60000		2,782	2,782		Off setting Dept expenditure in GF
20									0			
21	72-10	3500	0020		705210		50316		(9,103)	(9,103)		Insurance Revenue
22	72-10	3500	0020		705210		60330		9,103	9,103		Offsetting expenditure
23									0			
24	72-60	3503	0020		709525		50310		(315)	(315)		Budgets receipt of reimbursement
25	72-60	3503	0020		709525		60200		315	315		Budgets offsetting exp in telecom fund
26									0			
27									0			
28									0			
29									0			
									0	0		Total - Page 1
									0	0		GRAND TOTAL

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

32.09%

29.08%

Fringe

6.50%

Insurance1

\$5,149

\$10,005

Insurance2

ANNUALIZED

Fund	Job #	HR Org	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
20570	6294		Health Assistant 2	TBD	1.00	30,915	8,990	12,014	51,920
									0
									0
									0
									0
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			TOTAL ANNUALIZED CHANGES		1.00	30,915	8,990	12,014	51,920

CURRENT YEAR PERSONNEL DOLLAR CHANGECalculate 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	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
20570	6294		Health Assistant 2	TBD	0.75	23,186	6,743	9,011	38,940
									0
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			TOTAL CURRENT FY CHANGES		0.75	23,186	6,743	9,011	38,940



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-9 DATE 3/27/08
ANA KARNES, ASST BOARD CLERK

Board Clerk Use Only

Meeting Date: 03/27/08
Agenda Item #: R-9
Est. Start Time: 10:00 AM
Date Submitted: 03/19/08

NOTICE OF INTENT to Submit a \$20,000 Grant Request to the National Institute for Reproductive Health for the African American Sexual Health Equity Program (Re: Youth Peer Educators Reproductive Health Education Project)

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

Requested Meeting Date:	<u>March 27, 2008</u>	Amount of Time Needed:	<u>5 minutes</u>
Department:	<u>Health</u>	Division:	<u>Community Health Services</u>
Contact(s):	<u>Tricia Tillman</u>		
Phone:	<u>503-988-3674</u>	Ext.	<u>29087</u>
	I/O Address:		<u>420/1</u>
Presenter(s):	<u>Charlene McGee, Tricia Tillman</u>		

General Information

1. What action are you requesting from the Board?

Authorize the Director of the Health Department to submit a \$20,000 grant request to the National Institute for Reproductive Health for an African American Reproductive Health Communications 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.

The African American Sexual Health Equity Program is designed to educate, empower and engage Multnomah County's African American community in reducing the sexual health disparities among youth and young adults (ages of 14-24 years old).

Utilizing the health promotion framework, the program works collaboratively with the STD and HIV Prevention Programs, together with decision makers and community members in an effort to reduce this undue burden and prevalence of STD in the African American community. The program focuses on increasing access to care, developing and increasing youth leadership and engagement, enhancing community empowerment and mobilization, increasing early diagnosis and treatment, and culturally competent interviewing to improve case reporting follow-up to ensure partners are notified, tested

and treated.

African American youth struggle daily against the macro forces of poverty and racism – which play out in their lives in the forms of unemployment, violence, media marketing, and their individual behaviors. Factors contributing to health disparities include poverty, unequal access to health care, and lower educational attainment. Intertwined with these factors are dynamics such as racism and homophobia. People's physical locations—e.g., urban vs. rural and living situation—in addition to social networks and social stigma, also contribute.

Research has identified multiple core issues that undermine the efforts on the part of youth, community, schools, and prevention providers to prevent the behaviors that can transmit sexually transmitted diseases. Key findings for eliminating sexual health disparities include:

- improving access to health care by removing barriers to health care
- improving access to comprehensive culturally and gender tailored HIV/STD curriculum
- improving communication gap between health care providers and African American youth
- improving the ability of parents to have meaningful discussions with their children about health and sex
- improving the ability of young adults to carry condoms, talk about them with their potential sexual partners and use them correctly and consistently
- improving the delivery of culturally relevant interventions that are gender specific
- improving youth self esteem, interpersonal capacity, self efficacy and enhance skills to better advocate for appropriate preventative sexual and reproductive treatment and care
- improving positive cultural norms relating to sexual health
- improving the ability of young adults to use internet technology to lead healthier lives

Addressing sexual health disparities in the African American community is a complex task. It will require the implementation of priorities for future actions to include the following: (1) enhancing and expanding partnerships to include non traditional community partnerships; (2) increasing screening and testing for STDs among social network and sub-populations within the African American community; (3) adopting new diagnostic, treatment, and prevention technologies and strategies; (4) developing educational outreach activities for African American youth and the community; and (5) implemented programs to increase diversity in the public health workforce. The African American Sexual Health Disparity Program is culturally and developmentally appropriate and delivered in schools and community-based organizations, focusing on youth and community members.

As is true for many health problems, African-Americans living in North/Northeast Portland are more burdened by gonorrhea, chlamydia and syphilis than are other ethnic/racial communities in Multnomah County. While STD rates in African-Americans in Multnomah County have decreased, there remains a disproportionately greater number of the community members who are infected; for example:

- Gonorrhea in African Americans is seven times the rate as in White Non-Hispanics.
- Chlamydia in African American Americans is five times the rate.
- Syphilis, 18 of the total 38 cases of early syphilis.
- Most of the cases of STDs were in heterosexual African-Americans under age 35.

A recent report has concluded that one in four African American teens have a Sexually Transmitted Disease. The proposed project is in response to a training model of the National Institute for

Reproductive Health, and it will focus on the reproductive health of African American youth in Multnomah County through the following components:

- **“Keepin’ It Real With Your Doctor,”** an interactive and inspiring presentation in which trained teen educators inform their peers about their health care rights such as confidentiality, emotional support, and accurate and thorough sexual education and empower them to take advantage of the knowledge, advice, and treatment that health care providers can offer; and
- **“Keeping It Real With Your Patients,”** is presented to health care providers. With handouts, socio-drama, popular education methods, skits, and group discussions, the adolescent educators respond to the providers’ questions and dispel their misconceptions about what teens want and need at the doctor’s office. The workshop helps the providers develop stronger rapport with their adolescent patients by teaching them about the importance of confidentiality and a non-judgmental attitude. The teen educators also offer the providers advice on how to adjust their body language, lingo, and communication style so as to better connect with their teenage patients. Adolescents who feel comfortable will be more forthcoming about their risky behaviors and more receptive to their providers’ counsel, enabling the provider to offer more effective care.

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

No County funding is requested. The proposed grant will enable the Health Department to support activities to address the need for improved communications among African American youth regarding sexual and reproductive health.

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

None identified; providing reproductive health information is consistent with County policy to protect the health of Multnomah County residents.

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

This project will be conducted in partnership with students and teachers at Jefferson High School Health Science Biotechnology Program. 7-10 youth will be recruited and trained to implement the training at designated locations through-out the community.

ATTACHMENT A

Grant Application/Notice of Intent

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

- **Who is the granting agency?**
National Institute for Reproductive Health through their Adolescent Health Care Communication Program.
- **Specify grant (matching, reporting and other) requirements and goals.**
No match is required for this grant, and grantees are required to monitor expenses, report activities on regular intervals as established in the grant agreement, and provide a final report upon completion of the project.
- **Explain grant funding detail – is this a one time only or long term commitment?**
This is a one-time commitment.
- **What are the estimated filing timelines?**
Grant applications are due before March 31, 2008.
- **If a grant, what period does the grant cover?**
Grants are for a period of one year.
- **When the grant expires, what are funding plans?**
This is a short term project; however, the availability of long term funding will be researched.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**
Indirect costs are covered in the grant.

ATTACHMENT B

Required Signatures

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

Lillian Shirley

Date: 03/18/08

Budget Analyst:

Debra

Date: 03/19/08



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-10 DATE 3/27/08
ANA KARNES, ASST BOARD CLERK

Board Clerk Use Only

Meeting Date: 03/27/08
Agenda Item #: R-10
Est. Start Time: 10:05 AM
Date Submitted: 03/05/08

Agenda Title: **NOTICE OF INTENT to Apply for a Meacham Foundation Memorial Grant for Improvements to the Cattery Facility at the Animal Services Shelter**

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

Requested Meeting Date:	<u>March 27, 2008</u>	Amount of Time Needed:	<u>5 minutes</u>
Department:	<u>Dept. of Community Services</u>	Division:	<u>Animal Services</u>
Contact(s):	<u>Mike Oswald</u>		
Phone:	<u>(503) 988-7387</u>	Ext.	<u>25234</u>
Presenter(s):	<u>Mike Oswald</u>		
I/O Address:	<u>324</u>		

General Information

1. What action are you requesting from the Board?

Request approval of a Notice of Intent to apply for a grant from the American Humane Association's Meacham Foundation Memorial Grant. The grant will fund improvements to our wall-mounted cages that house adoptable cats in our cattery facility. The Department recommends approval.

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

At Multnomah County Animal Services we are committed to providing the best environment we can for the animals in our care. A safe and restful atmosphere improves both the mental and physical health of the cats and dogs. Two years ago, we built a new cattery with three colony rooms complete with multiple levels, climbable scratching posts and covered litter box areas. While the colony rooms are great for housing small groups of social cats and kittens, the majority of our cats waiting for adoption are housed in single cages along one wall on our cattery. The cages have enough room for a cat bed, litter box, food and water dishes. This grant will provide funds for us to modify these single cages to create a resting shelf for the cats. The shelves are made by Shoreline, the cage manufacturer, and can be easily installed. The shelves will increase the comfort for the cats, and will increase the usable space in each cage by 25%. The grant request will be for \$4,000. We will purchase thirty-six resting shelves, one for each cage.

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

This is a one time only grant. Staff can install the shelves.

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

There are no legal issues.

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

Environmental enrichment, such as providing resting shelves for cats, is part of the guidelines established by the Open Paw program. Open Paw is a program designed by animal behavior experts to provide for the mental health of shelter animals, which enhances their adoptability into a new home.

ATTACHMENT A

Grant Application/Notice of Intent

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

- **Who is the granting agency?**

The granting organization is the American Humane Association's Meacham Foundation Memorial Grant. The Meacham Foundation Memorial Grant was established in 1969, in memory of Tressa Meacham, to provide financial assistance to agencies for shelter expansion or improvements. Grant money must be used to increase and/or improve the quality of care given to animals. Grants may be awarded in any amount up to \$4,000.

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

The grant will fund the purchase of thirty-six shelves to be installed in the cattery facility.

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

This is a one-time-only grant.

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

Grant applicants are invited to apply.

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

There is no fixed grant period.

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

This grant is one-time-only to purchase the shelves.

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

All additional costs beyond the grant will be charged to the Animal Services budget.

ATTACHMENT B


Required Signatures

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



Date: 03/05/08

Budget Analyst:



Date: 03/03/08



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-11 DATE 3/27/08
ANA KARNES, ASST BOARD CLERK

Board Clerk Use Only

Meeting Date: 03/27/08
Agenda Item #: R-11
Est. Start Time: 10:08 AM
Date Submitted: 03/05/08

Agenda Title: NOTICE OF INTENT to Apply for Two Maddie's Fund Grants for Collecting and Reporting Multnomah County Animal Services Shelter Data

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

Requested Meeting Date:	<u>March 27, 2008</u>	Amount of Time Needed:	<u>5 minutes</u>
Department:	<u>Dept. of Community Services</u>	Division:	<u>Animal Services</u>
Contact(s):	<u>Mike Oswald</u>		
Phone:	<u>(503) 988-7387</u>	Ext.	<u>25234</u>
Presenter(s):	<u>Mike Oswald</u>		
I/O Address:	<u>324</u>		

General Information

1. What action are you requesting from the Board?

Request approval of a Notice of Intent to apply for two grants from the Maddie's Fund, a national not-for-profit organization that assists communities to work collaboratively to end the euthanasia of dogs and cats in shelters. These two special grants are for funding to gather and report shelter data for Multnomah County Animal Services. The Department recommends approval.

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

Each year, millions of dogs and cats are euthanized in public and private animal shelters across the country. Many cities, counties and states are working together to better track community-wide animal shelter intakes, adoptions and euthanasia data, and measuring them against numerical goals. In the Portland metro area, a new coalition has been formed: The Animal Shelter Alliance of Portland. The alliance is a coalition of public and private animal shelter organizations, as well as local and state veterinary medical associations. A nationally accepted data collection methodology was recently created. It is known as the Asilomar Accords Statistics. The model promotes statistical reporting by encouraging communities to adopt uniform definitions for collecting and reporting shelter statistics, and annually report organizational and community Live Release Rates to the public. Maddie's Fund provides small grants to help organizations to adopt the Asilomar Accords data collection methodology. Such reporting allows the broader community to judge

accomplishment in an objective manner and to have a yardstick for measuring the community against others.

This grant will fund four activities: 1) \$5,000 to collect and report shelter data for 2006; 2) \$5,000 to collect and report shelter data for 2007; 3) \$5,000 to post 2006 data on our MultCoPets.org website; and 4) \$5,000 to post 2007 data on our website. The total grant amount available is \$20,000.

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

This is a one time only grant opportunity. The grant would fund the costs required to produce the data.

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

There are no legal issues. The Animal Services division annually collects shelter data and posts it on MultCoPets.org website as part of our public information program.

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

This new data reporting format has been adopted by the Animal Shelter Alliance of Portland as the shelter reporting standard for the region.

ATTACHMENT A

Grant Application/Notice of Intent

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

- **Who is the granting agency?**

The granting organization is Maddies Fund, a national, private, not-for-profit organization. Maddie's Fund believes that collaborations of animal control agencies, traditional shelters and rescue groups must be forged to save all healthy and treatable shelter cats and dogs community-wide.

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

The grant will fund collecting and reporting shelter data. The grant requires that we submit the data on forms provided by the grantor, and post the data on our website.

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

This grant will fund four activities: 1) \$5,000 to collect and report shelter data for 2006; 2) \$5,000 to collect and report shelter data for 2007; 3) \$5,000 to post 2006 data on our MultCoPets.org website; and 4) \$5,000 to post 2007 data on our website. The total grant amount available is \$20,000.

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

Grant applicants are invited to apply.

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

There is no fixed grant period.

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

This grant is one-time-only to enable us to establish data collection protocols that will be used to report in future years.

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

All additional costs beyond the grant will be charged to the Animal Services budget.

ATTACHMENT B

Required Signatures

Elected Official or
Department/
Agency Director:



Date: 03/05/08

Budget Analyst:



Date: 03/03/08



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: March 27, 2008

Agenda Item #: R-12

Est. Start Time: 10:10 AM

Date Submitted: 03/18/08

Agenda Title: **RESOLUTION Approving First Amendment to Lease R-39 between Multnomah County, as Landlord, and Friends of the Multnomah County Library, as Tenant, for Space in the Central Library that will Extend the Lease through the Three One Year Renewal Options to June 30, 2011**

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

Requested Meeting Date: March 27, 2008 **Amount of Time Needed:** 10 Minutes
Department: County Management **Division:** Facilities and Property Management
Contact(s): Carla Bangert, Facilities & Property Management
Phone: (503) 988-4128 **Ext** 84128 **I/O Address:** FPM / 274
Presenter(s): Carla Bangert, Facilities & Property Management

General Information

1. What action are you requesting from the Board?

First Amendment to Lease R-39 between Multnomah County, as Landlord, and Friends of the Multnomah County Library, as Tenant, for space in the Central Library that will extend the lease through the three (3) 1-yr renewal options to June 30, 2011.

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.

Friends of the Multnomah County Library has occupied space at the Central Library since 1997. The current lease term is scheduled to expire June 30, 2008 with three (3) 1-yr renewal options remaining. Notice has been received from the tenant requesting that all three (3) renewal options be exercised. This amendment will extend the lease term through June 30, 2011 with all other terms and conditions remaining the same.

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

During the extension period the rent will be \$1.00 annually and is subsidized by the multnomah

County Library Administration in consideration of the Friends fund raising contributions to the county library system.

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

None

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

None

Required Signature

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

Carol M. Ford

Date: 03/18/08

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approving First Amendment to Lease R-39 between Multnomah County, as Landlord, and Friends of the Multnomah County Library, as Tenant, for Space in the Central Library that will Extend the Lease through the Three One Year Renewal Options to June 30, 2011

The Multnomah County Board of Commissioners Finds:

- a. The Friends of the Multnomah County Library (the Friends) has occupied space at the Central Library since 1997. The current lease term is scheduled to expire June 30, 2008; with the option to do three (3) 1-yr renewals.
- b. As opposed to doing three individual renewals the County and the Friends have agreed to amend the lease to simply extend the lease for a new three year term.
- c. The attached First Amendment to Lease #R-39 provides for the new three year term and has been signed by the tenant. Rent is to remain at \$1.00 per year in consideration of the Friends fund raising contributions to the County's library system.
- d. It is in the best interest of the County to amend Lease #R-39 on the terms and conditions set forth in the attached amendment.

The Multnomah County Board of Commissioners Resolves:

1. The Board approves the attached First Amendment to Lease #R-39 and the County Chair is authorized to execute the Amendment on behalf of Multnomah County.
2. The County Chair is authorized to execute renewals of the lease and execute amendments to the lease without further Board action.

ADOPTED this 27th day of March 2008

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

**AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON**

By _____
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:

Carol M. Ford, Director, Dept. of County Management

FIRST AMENDMENT TO LEASE #R-39

BETWEEN: Multnomah County, Oregon
Facilities and Property Management
401 N. Dixon Street
Portland, OR 97227

LANDLORD

AND: Friends of the Multnomah County Library
205 NE Russell
Portland, OR 97212

TENANT

The parties agree to amend the Lease as follows:

A. Amended Terms and Conditions:

- 1. Section 1.1 "Original Term"** is amended by deletion of the existing provision and the substitution of the following:

1.1 Term. The term of this lease shall commence on February 1, 2007 and continue through June 30, 2011, unless sooner terminated as hereinafter provided.

- 2. Section 1.3 "Renewal Option"** is deleted in its entirety.

B. Remainder of Agreement

Except as expressly provided herein, all other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates set opposite their signature below, but this Agreement on behalf of such party is deemed to have been dated as of the date first above written.

LANDLORD:
Multnomah County, Oregon

Date: _____

By: _____
Ted Wheeler, Chair

Date: _____

Revised By: _____
Matthew O. Ryan, Asst. County Attorney

TENANT:
Friends of Multnomah County Library

Date: _____

Name: Anne M. Pearson
Title: President

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 08-029

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ADOPTED this 27th day of March 2008



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:

Carol M. Ford, Director, Dept. of County Management

FIRST AMENDMENT TO LEASE #R-39

BETWEEN: Multnomah County, Oregon
Facilities and Property Management
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LANDLORD:
Multnomah County, Oregon

Date: 03-27-08

By: Ted Wheeler
Ted Wheeler, Chair

Date: 03-26-08

Revised By: Matthew O. Ryan
Matthew O. Ryan, Asst. County Attorney

Date: _____



TENANT:
Friends of Multnomah County Library

Name: Anna M. Pearson
Title: President



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 03/27/08
Agenda Item #: R-13
Est. Start Time: 10:15 AM
Date Submitted: 03/11/08

Agenda Title: Update and Progress Report on County Waste Prevention and Recycling Plan

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

Requested Meeting Date: March 27, 2008 Amount of Time Needed: 15 Minutes
Department: Department of County Management Division: Sustainability Program
Contact(s): Molly Chidsey, Pollution & Waste Prevention Specialist
Phone: 503-988-4094 Ext. 84094 I/O Address: 503/4/Sustainability
Presenter(s): Molly Chidsey and Tim Lynch (AmeriCorps Volunteer, Waste Prevention and Recycling Plan Coordinator).

General Information

1. What action are you requesting from the Board?

None.

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

This update on the county's recycling and waste prevention efforts follows two years of work by the Sustainability Program to improve recycling and begin waste prevention activities in internal county government operations. Since the board's last briefing on this subject, in 2005, several improvements have been made to the program, including paper reduction, food waste compost, expanded plastics recycling, and employee education. This presentation will coincide with the availability of the 2007 Recycling Report.

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

This project is intended to reduce waste generated from county government operations, and indirectly create efficiencies and cost savings in decreased paper use, packaging reduction, disposal fees, and other hidden costs of solid waste.

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

In 2007, the county approved a *Waste Prevention & Recycling Plan* for county government operations, created with input from departments, and containing 16 actions for waste reduction to be completed in 2010. Creation of the *Waste Prevention & Recycling Plan* was called for in the 2005 resolution 05-102, *Setting Recycling Goals and Directing Preparation of a Waste Prevention and Recycling Plan for County Facilities*. A key program output measure for the county's Sustainability Program is the percentage of materials recycled from county facilities, as compared with the overall amount of waste generated. Lastly, solid waste generation is now included in the county's carbon emissions, per U.S. EPA-recommended calculation methods.

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

The upcoming "Portland Recycles! Plan" will include new goals for commercial facilities operating within Portland, including a 65% recycling rate by 2015. The County's *Waste Prevention & Recycling Plan* is aimed at helping Multnomah County to meet these goals and set an example for the greater community.

Required Signature

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

Carol M. Ford

Date: 03/11/08

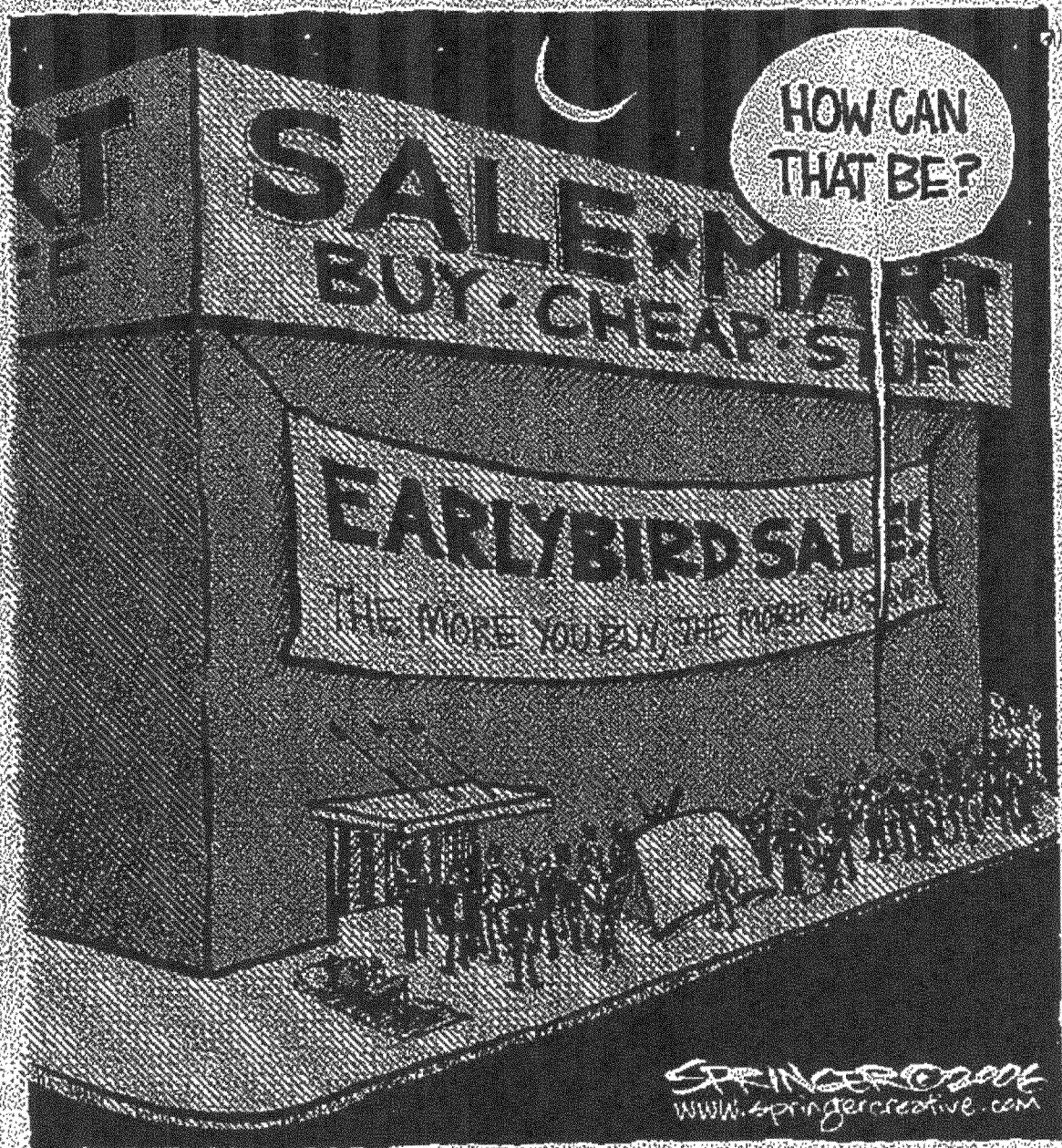
Waste Prevention & Recycling Plan

A Workplan for
Reducing Solid Waste
from Multnomah County
Government Operations



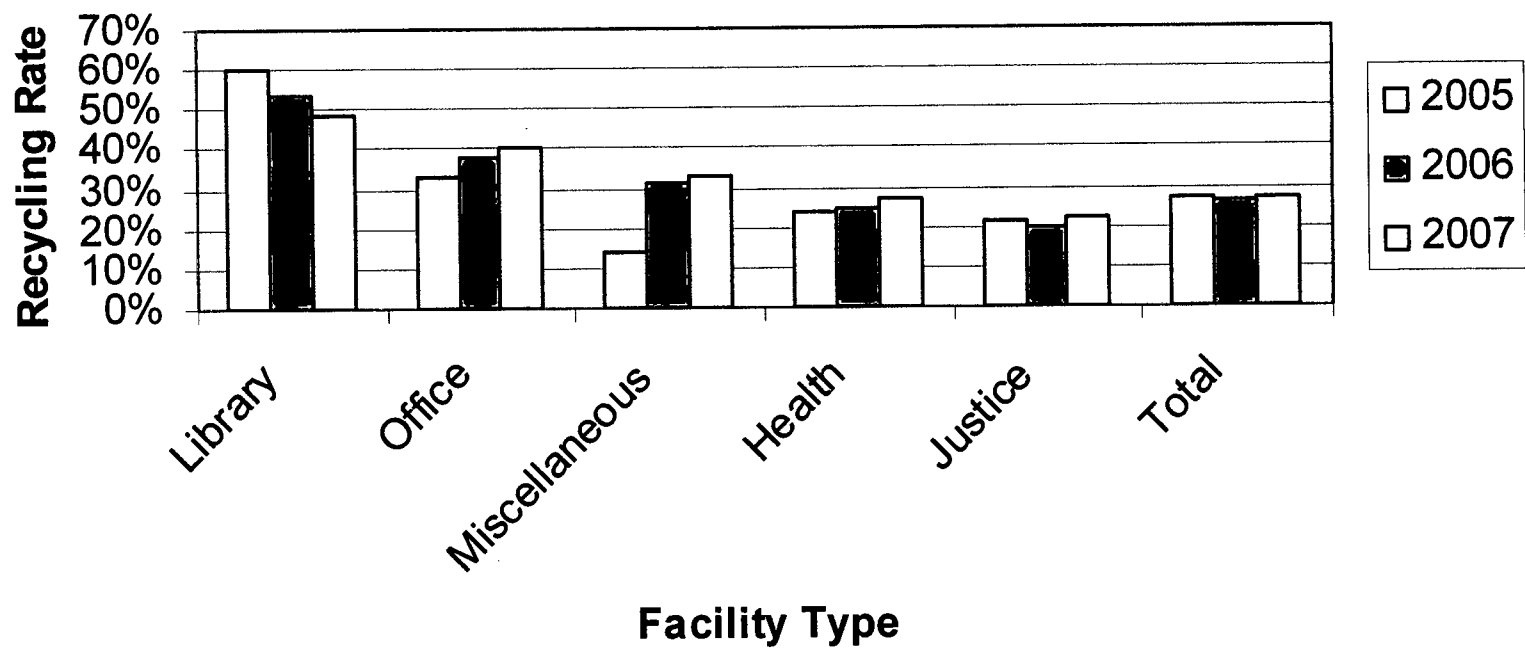
Molly Chidsey
Pollution & Waste Prevention Specialist
Multnomah County Sustainability Program
Portland, Oregon
molly.l.chidsey@co.multnomah.or.us

IT SAYS HERE THAT
ALTHOUGH OREGONIANS
ARE RECYCLING MORE,
THEY'RE ALSO DUMPING
MORE TRASH INTO THE
LANDFILL THAN EVER
BEFORE!



Recycling Progress

Recycling Rate Comparison 2005 through 2007



Other Recycled Materials add 10%

Other recyclables (pounds):

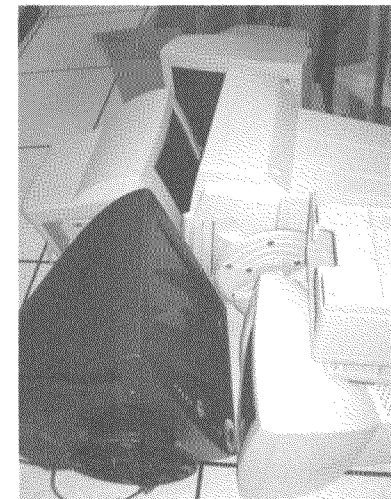
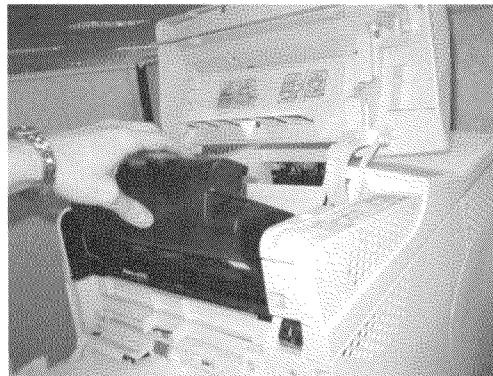
E-Waste (PC's, monitors): 91,648

Ink Cartridges: 19,338

Shredded Paper: 323,980

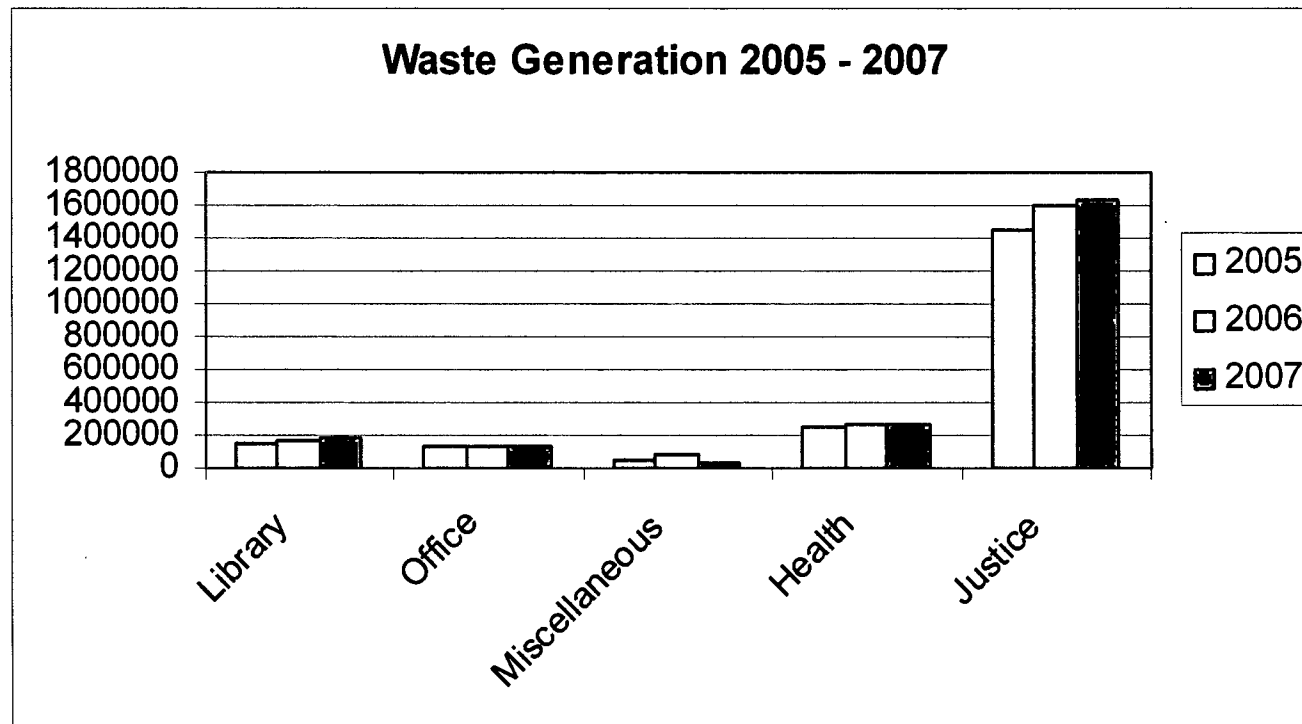
Lighting: 5,110

Wood, metal, furniture: 92,645



The *Real* “Government Waste”

- Solid waste generation is on the rise



What */S* in that garbage, anyway?



Multnomah County Sustainability Program

Waste Prevention and Recycling Plan

*A Workplan for
Reducing Solid Waste
from Multnomah County
Government Operations*



Multnomah County Sustainability Program
Department of County Management
501 SE Hawthorne Blvd.
Portland, Oregon 97215
www.co.multnomah.or.us/dbcs/sustainability

Please direct questions to:
recyclinginfo@co.multnomah.or.us

- Adopted by the
County Operations
Team in early 2007

- Implement actions
in Plan by end of
2010.

February 26, 2007

Employee Education

- “Recycling 101” presentations given to **more than 200** employees so far
- Employee feedback: *“Thanks! That was a wonderful way to spend my lunch hour!”*

Waste Prevention Tips

Because
No One Likes
Government Waste

Did you know Multnomah County facilities generate more than 3 million pounds of waste every year?

You can help!

1 Give Up The Cup!

Reusing durable mugs and water bottles can dramatically reduce waste. Enjoy your coffee waste free and reduce waste one cup at a time.



2 Choose to Re-Use!

Using refillable pens, rechargeable batteries and recycled paper is convenient and more environmentally friendly. Encourage your team to make the switch today.



3 Go Electronic!

Communicate, publish and archive all without using paper. Reading emails on the screen and sending and storing reports electronically is fast, easy and free.



4 Send Junk Mail Packing!

Homes and offices can get overwhelmed with unwanted junk mail. Request a free junk mail kit from the Sustainability Program to stop the madness.



5 Make Duplexing a Habit!

Double sided printing (duplexing) is both smart and easy. Set your computer to print duplex by default, and only print single sided when you need to.



Questions? Need help?, Contact:
Multnomah County Sustainability Program
recyclinginfo@co.multnomah.or.us
or
www.co.multnomah.or.us/sustainability



Improving access to information

<http://MINT/recycle>

recyclinginfo@co.multnomah.or.us

Multnomah County Intranet - Mozilla Firefox

File Edit View History Bookmarks Tools Help

http://mints.co.multnomah.or.us/jsp/MINT/EntryPoint?ch=bc66264dbe167010VgnVCM1000003bc614acRC CBSM

Getting Started Latest Headlines

Multnomah County Intranet Fostering Sustainable Behavior

MULTNOMAH COUNTY OREGON

Home Living Business Visiting Government Help

Departments ► County Management ► Sustainability ► Projects ► Recycling at County Facilities

Print Change text size: S M L

Multnomah County Recycles @ Work!
Resources for county employees to recycle and prevent waste at work!

1. Recycle at your desk & in your break room

- **Mixed paper:** Include office paper, junk mail, cracker boxes, magazines, newspapers, cards, envelopes, drink boxes, milk cartons (rinsed out), file folders, sticky notes. Paper clips and staples OK.
- **Cardboard:** flatten and place next to recycling bin for collection
- **Metal:** aluminum and steel cans, empty aerosol cans, aluminum foil, bottle caps, and metal lids.
- **Plastic:** containers with a "neck", no lids
- **Glass:** Collect in a *separate container*, no lids
- **Not accepted:** plastic bags, plastic tubs or yogurt containers, oil, pesticide or herbicide containers, paper towels, food-contaminated material, pet food bags, pizza boxes, wax-coated paper or boxes, foil wrapping paper, light bulbs, flower vases, drinking glasses, or window glass.

2. Recycle other material from your worksite

- **Alkaline batteries**
Take used alkaline batteries to the central collection bucket at your facility. Send full bucket to 374/1/MTLMGT. OR, switch to rechargeable batteries! Batteries & chargers available from Central Stores.
- **Toner cartridges**
Send used printer cartridges back to Central Stores for recycling: 421/Stores
- **E-Waste** (computers and electronic equipment)
Call the IT Help Desk for computer and monitor recycling at 988-HELP

Staff Search

First Name:

Last Name: **Go**

Advanced Search

RECYCLES!

Email log-in

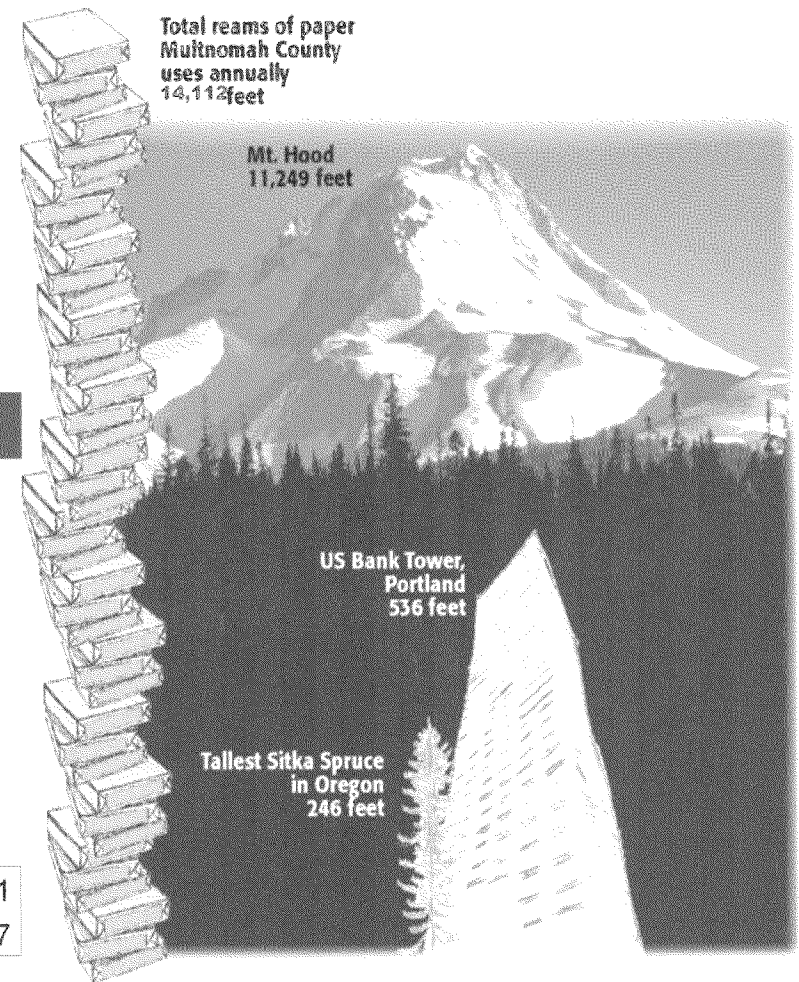
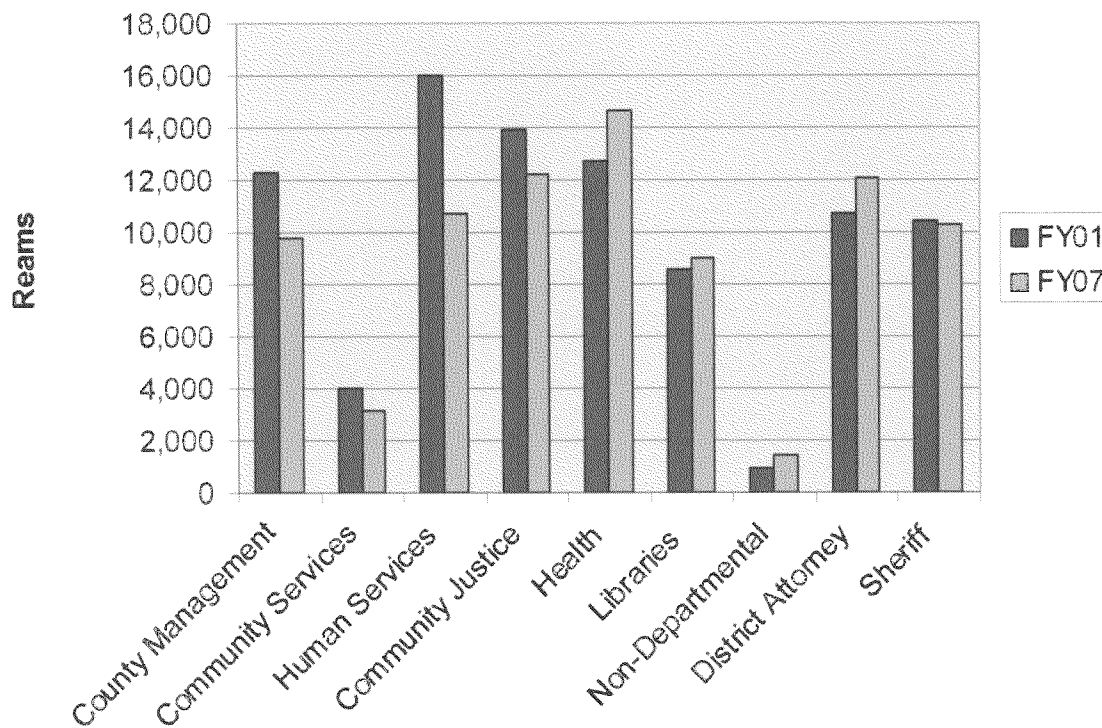
County Public Site

County Library Site

MINT

Paper Reduction

Quantity of Copy Paper Used by Multnomah County Departments, FY01 Baseline Year & FY07



Tackling To-Go Waste



Waste-Free **LUNCH** Campaign

Multnomah County Sustainability Program
www.co.multnomah.or.us/dbcs/sustainability

Materials Management Catalog - Mozilla Firefox

File Edit View History Bookmarks Tools Help


http://www.co.multnomah.or.us/dbcs/centralstores/catalog.cfm

CBSM


Getting Started Latest Headlines

Multnomah County Intranet

Materials Management Catalog



MULTNOMAH COUNTY
OREGON



Search

GO

Find A Service

Instructions

Step 1

Search the catalog

Step 2

Review search results
and select desired item

Step 3

Put desired item into
shopping cart

Repeat for a maximum of
12 items

Step 4

Print Shopping Cart list

Step 5

Give Shopping Cart list to
ordering liaison

Central Stores Catalog

The purpose of this web site is to provide an easy way to browse and search for items in our catalog. It is not a replacement of the ordering method you currently use. The search capabilities and shopping cart feature will provide you or your ordering liaison a list of items and pertinent information needed to place an order with us.

Search by text entry, use one or both of the options below:

Search by Material Number

Search by Material Description

Search

Clear Text Entry

As an alternative focus of your search, use one or both of the options below:

Search by Category

Eco-Friendly Only

☒


Search by Plant

View All
Office Supplies

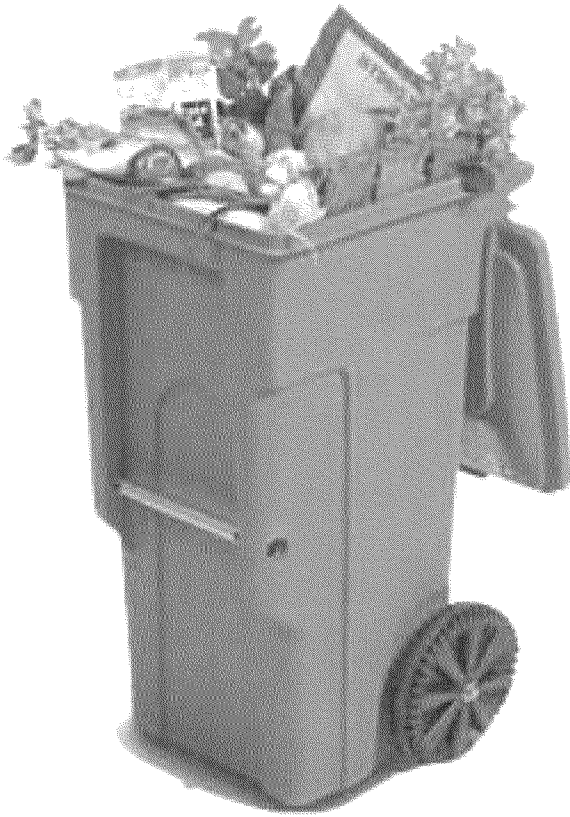
Eco-Friendly

View All
Medical Supplies

What's New?

 View Your
Shopping Cart

Compost Collection for Kitchens



Juvenile Justice Center:

- 2,000 pounds /month
- Increased recycling from 13% to 37%

Inverness Jail:

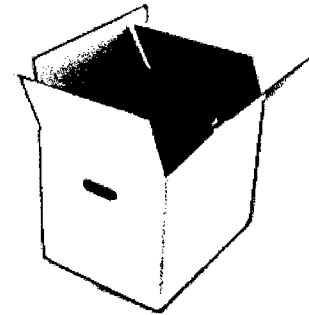
- Began collection in February
- Will increase recycling recovery rate significantly

What's Next?

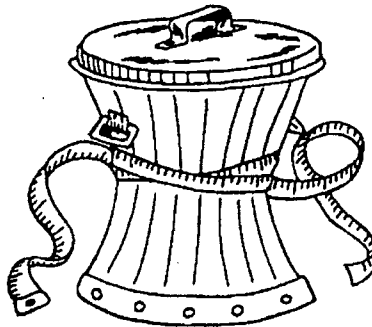
Recognition & Outreach



Packaging Reduction



Composting



Context: County Priorities



Contact Us!

Molly Chidsey

503-988-4094 x84094

molly.l.chidsey@co.multnomah.or.us

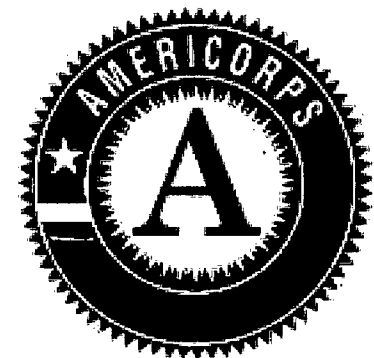
www.co.multnomah.or.us/sustainability



Tim Lynch

503-988-5000 x29804

tim.j.lynch@co.multnomah.or.us





MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-14 DATE 3/27/08
ANA KARNES, ASST BOARD CLERK

Board Clerk Use Only

Meeting Date: 03/27/08
Agenda Item #: R-14
Est. Start Time: 10:30 AM
Date Submitted: 03/11/08

BUDGET MODIFICATION: MCSO - 09

Agenda Title: Budget Modification MCSO-09 Appropriating \$167,000 General Fund Contingency to Continue to Operate a Double Bunked Module (62 Beds) at the Multnomah County Detention Center from April 1, 2008 through April 30, 2008

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

Requested Meeting	<u>March 27, 2008</u>	Amount of Time Needed:	<u>5-10 minutes</u>
Department:	<u>Sheriff's Office</u>	Division:	<u>Corrections</u>
Contact(s):	<u>Wanda Yantis</u>		
Phone:	<u>503-988-4455</u>	Ext.	<u>84455</u>
	I/O Address:		<u>503/350</u>
Presenter(s):	<u>Chief of Staff Christine Kirk and Captain Bobbi Luna</u>		

General Information

1. What action are you requesting from the Board?

Appropriation of \$167,000 of General Fund contingency to continue to operate a double bunked module (62 beds) at MCDC from April 1, 2008 through April 30, 2008. This funds both the Sheriff's Office and Corrections Health operation of these beds.

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.

In the Approved budget 114 beds were planned to be closed as part of the County budget reduction for FY 2008. During the Board budget deliberations amendments were made to fund a double bunked module at MCDC of these beds for the first three months of the year and earmark contingency funds to make the continued use of these beds available for the rest of the fiscal year. Contingency funds were further approved for five more months, ending February 29, 2008. With this double bunked module open, our funded system capacity is at 1633 beds. MCSO and Corrections Health are requesting contingency funding

be made available for continued operation of these beds for the month of March of this fiscal year.

The continual balancing of the male and female population to limit population releases has been dependant on having some flexibility in the system. Prior to entering the seasonal lower bookings, the score of persons released were very high and there was a struggle to find persons for release who do not represent a high level of risk to the community. Since that time, there has been a continual balancing of the population and housing options to prevent releases. Solutions based on short term trends include: reassigning modules as either male or female to deal with short term trends, temporarily closing modules to aggregate unused capacity to decrease overtime spending and reopening modules when needed to prevent releases. Day to day efforts include: carefully watching the 10 p.m. count and determining how many court releases will occur the next day, staging persons for releases to lower the count, and monitoring and communicating with the US Marshalls to ensure that their population does not bring us to emergency population releases.

The total number of beds in the system and careful monitoring of the daily count has allowed us to limit emergency population releases, to the greatest degree possible.

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

The General Fund contingency would be decreased by \$167,000 Corrections Health budget would increase by \$25,050 and the Sheriff's Office budget for the current fiscal year would increase by \$141,950 which funds the program from April 1st through April 30th, 2008.

The ongoing need for these beds will be addressed as part of the FY 2009 budget process.

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

Elimination of the double bunked module, 62 beds, will change the budgeted capacity from 1633 to 1571. Industry standards are that the population should be between 90-95% to be able to effectively manage the population. Our capacity management plan indicates that we are in a population emergency at 97% of capacity.

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

The FY 2008 program offers were reviewed by the Sheriff's Citizen Budget Advisory Committee (CBAC), reviewed and ranked by the Safety Outcome Team, and was part of the approved budget discussed in public budget hearings and work sessions.

ATTACHMENT A

Budget Modification

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

- What revenue is being changed and why?

Not applicable.

- What budgets are increased/decreased?

The County-wide General Fund Contingency is decreased by \$167,000

The Sheriff's Office General Fund budget is increased by \$141,950

The Corrections Health budget is increased by \$25,050

Increase the Risk Fund by \$29,258.

- What do the changes accomplish?

Funds the continuing operation of a double bunked module (62 beds) at MCDC from April 1st, through April 30th, 2008.

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

This program would add no new FTE to the Sheriff's Office but would continue to fund 16.52 positions through March of 2008.

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

Not applicable.

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

Not applicable.

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

Not applicable.

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

Not applicable.

Contingency Request

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?

Program Offer 60021K - MCSO MCDC Offer K - 57 Beds was submitted but not purchased in the adopted budget, however the Board earmarked contingency funds in a budget amendment to make these beds available.

- What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?

With the latest CYE our budget projections are currently at 99%. With only 60% of the year over, a one percent margin can easily change by unanticipated major incidents, community events, capital equipment failures or from open contract settlements to list a

few. At the end of the year any remaining budgeted dollars are returned to the general fund for beginning working capital.

- **Why are no other department/agency fund sources available?**

All agency funds are assigned to operate the programs that the Board purchased.

- **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?**

The continuing operation of these beds will be addressed in the FY 2009 budget process.

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

Program Offer 60021K - MCSO MCDC Offer K - 57 Beds for 9 Months was submitted but not purchased in the adopted budget, however the Board earmarked contingency funds in a budget amendment to make these beds available if there was sufficient community need in October.

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

ATTACHMENT B

BUDGET MODIFICATION: MCSO - 09

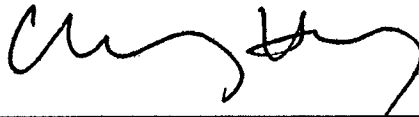
Required Signatures

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



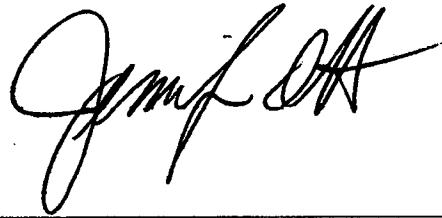
Date: March 11, 2008

Budget Analyst:



Date: 03/11/08

Department HR:



Date: March 11, 2008

Countywide HR:

Date: _____

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

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

Budget/Fiscal Year: 2008

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	19	1000	20		9500001000		60470		(167,000)	(167,000)		Contingency
2									0			
3	60-30	1000	50		601410		60000		60,024	60,024		Permanent
4	60-30	1000	50		601410		60110		6,756	6,756		Overtime
5	60-30	1000	50		601410		60120		1,335	1,335		Premium
6	60-30	1000	50		601410		60130		23,396	23,396		Salary-Related
7	60-30	1000	50		601410		60140		22,717	22,717		Insurance
8	60-30	1000	50		601410		60170		291	291		Professional Services
9	60-30	1000	50		601410		60200		81	81		Printing
10	60-30	1000	50		601410		60240		4	4		Communications
11	60-30	1000	50		601410		60260		2,283	2,283		Food
12									0			
13	60-30	1000	50		601473		60000		5,497	5,497		Permanent
14	60-30	1000	50		601473		60130		1,896	1,896		Salary-Related
15	60-30	1000	50		601473		60140		1,328	1,328		Insurance
16									0			
17	60-30	1000	50		601210		60000		3,382	3,382		Permanent
18	60-30	1000	50		601210		60130		1,085	1,085		Salary-Related
19	60-30	1000	50		601210		60140		1,138	1,138		Insurance
20									0			
21	60-30	1000	50		601465		60000		3,489	3,489		Permanent
22	60-30	1000	50		601465		60130		1,120	1,120		Salary-Related
23	60-30	1000	50		601465		60140		1,148	1,148		Insurance
24									0			
25	60-30	1000	50		601484		60000		3,003	3,003		Permanent
26	60-30	1000	50		601484		60130		873	873		Salary-Related
27	60-30	1000	50		601484		60140		1,104	1,104		Insurance
28									0			
29									0			
										(25,050)	(125,250)	Total - Page 1
										0	0	GRAND TOTAL

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

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

Budget/Fiscal Year: 2008

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
30						CORR HEALTH PORTION			0			
31	40-50	1000	30		405500		60000		6,308	6,308		Permanent
32	40-50	1000	30		405500		60130		1,982	1,982		Salary-Related
33	40-50	1000	30		405500		60140		1,823	1,823		Insurance
34	40-50	1000	30		405500		60170		10,249	10,249		Prof Svc
35	40-50	1000	30		405500		60310		4,687	4,687		Drugs
36									0			
37	72-10	3500	20		705210		50316		(29,258)	(29,258)		Risk Fund
38	72-10	3500	20		705210		60330		29,258	29,258		Risk Fund

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	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1000	2029	61944	Corrections Officer		10.92	720,284	248,424	174,080	1,142,788
									0
			CORR HEALTH PORTION						0
1000	6001	61508	Office Asst 2		1.00	32,484	10,423	12,411	55,318
1000	6315	61508	Comm. Health Nurse		0.60	43,217	13,363	9,469	66,049
									0
			SUPPORT PROGRAM OFFERS						0
1000	2029	61961	Corrections Officer		1.00	65,960	22,748	15,940	104,648
1000	6150	61913	MCSO Rec Tech		1.00	40,588	13,024	13,660	67,272
1000	6268	64972	Corr Cnslr		1.00	41,864	13,436	13,772	69,072
1000	6258	61970	Facilities Security Officer		1.00	36,032	10,480	13,248	59,760
									0
									0
									0
									0
			TOTAL ANNUALIZED CHANGES		16.52	980,429	331,898	252,580	1,564,907

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	Position Title	Position Number	2nd of last 5 months	2nd of last 5 mos-BASE PAY	2nd of last 5 mos-FRINGE	2nd of last 5 mos-INSUR	TOTAL
1000	2029	61944	Corrections Officer		0.91	60,024	20,702	14,507	95,232
									0
			CORR HEALTH PORTION						0
1000	6001	61508	Office Asst 2		0.08	2,707	869	1,034	4,610
1000	6315	61508	Comm. Health Nurse		0.05	3,601	1,114	789	5,504
									0
			SUPPORT PROGRAM OFFERS						0
1000	2029	61961	Corrections Officer		0.08	5,497	1,896	1,328	8,721
1000	6150	61913	MCSO Rec Tech		0.08	3,382	1,085	1,138	5,606
1000	6268	64972	Corr Cnslr		0.08	3,489	1,120	1,148	5,756
1000	6258	61970	Facilities Security Officer		0.08	3,003	873	1,104	4,980
									0
									0
									0
									0
			TOTAL CURRENT FY CHANGES		1.38	81,702	27,658	21,048	130,409



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: Ching Hay, Budget Analyst
DATE: March 3, 2008
SUBJECT: General Fund Contingency Request for \$167,000 for Jail Beds and Corrections Health

A General Fund earmark of \$1.5 million was included in the FY 2008 Adopted Budget to operate 62 jail beds and associated corrections health for the remainder of the fiscal year.

In September 2007, a budget modification was approved that tapped \$665,000 to operate jail beds till January 31, 2008.

This request is for \$167,000 to operate jail beds from April 1 to April 30, 2008.

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.

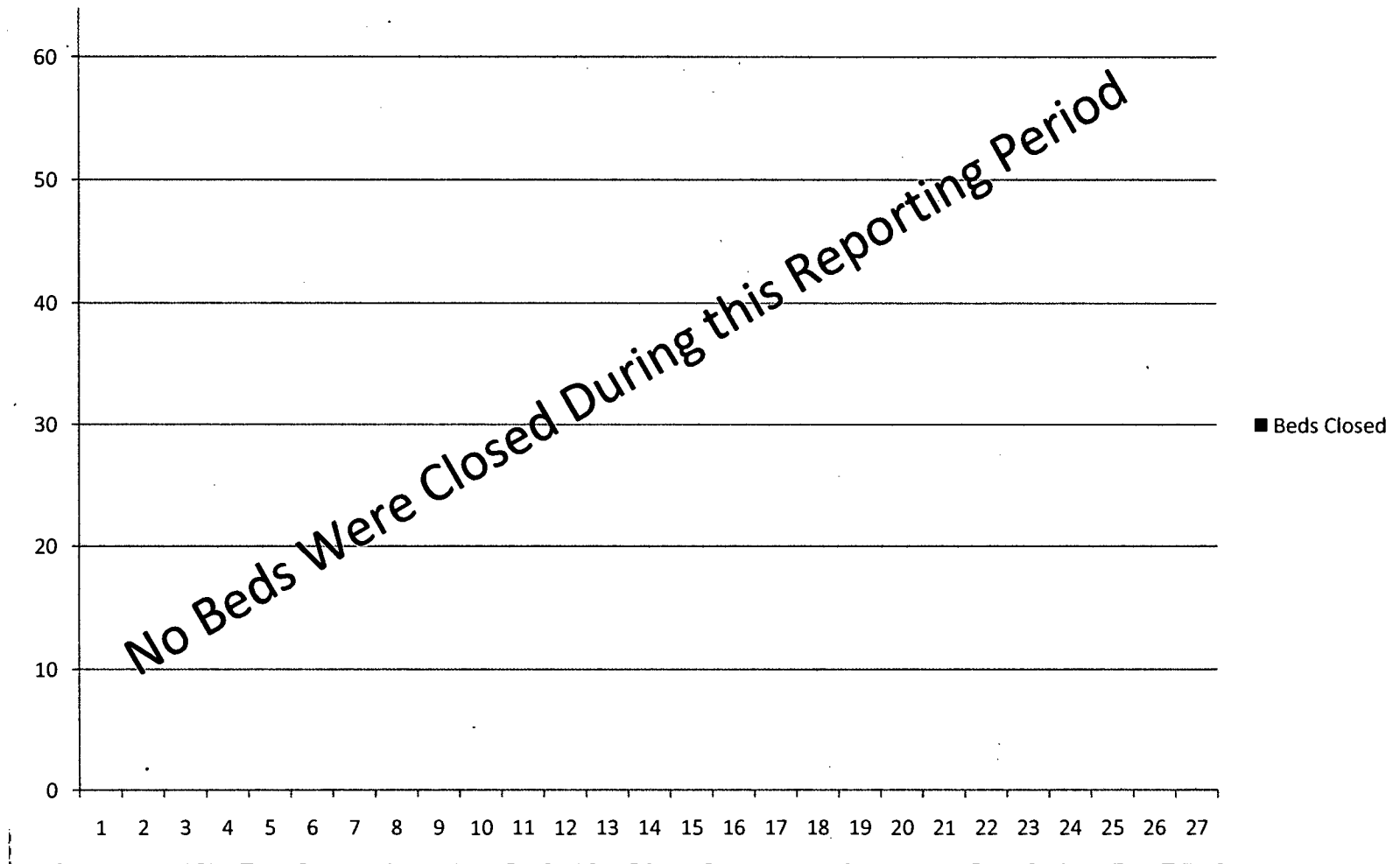
In particular,

- Criteria 1 states contingency requests should be for one-time-only purposes. If this is not judged to be one-time-only transition funding, the request essentially funds ongoing programs with one-time-only emergency contingency funds. **This item is not for a one-time-only purpose.**
- Criteria 2 Addresses emergencies and unanticipated situations. **This item does not address these.**
- Criteria 3 addresses items identified in Board Budget Notes. **This item was not addressed in a budget note. However, it was earmarked in the General Fund contingency.**

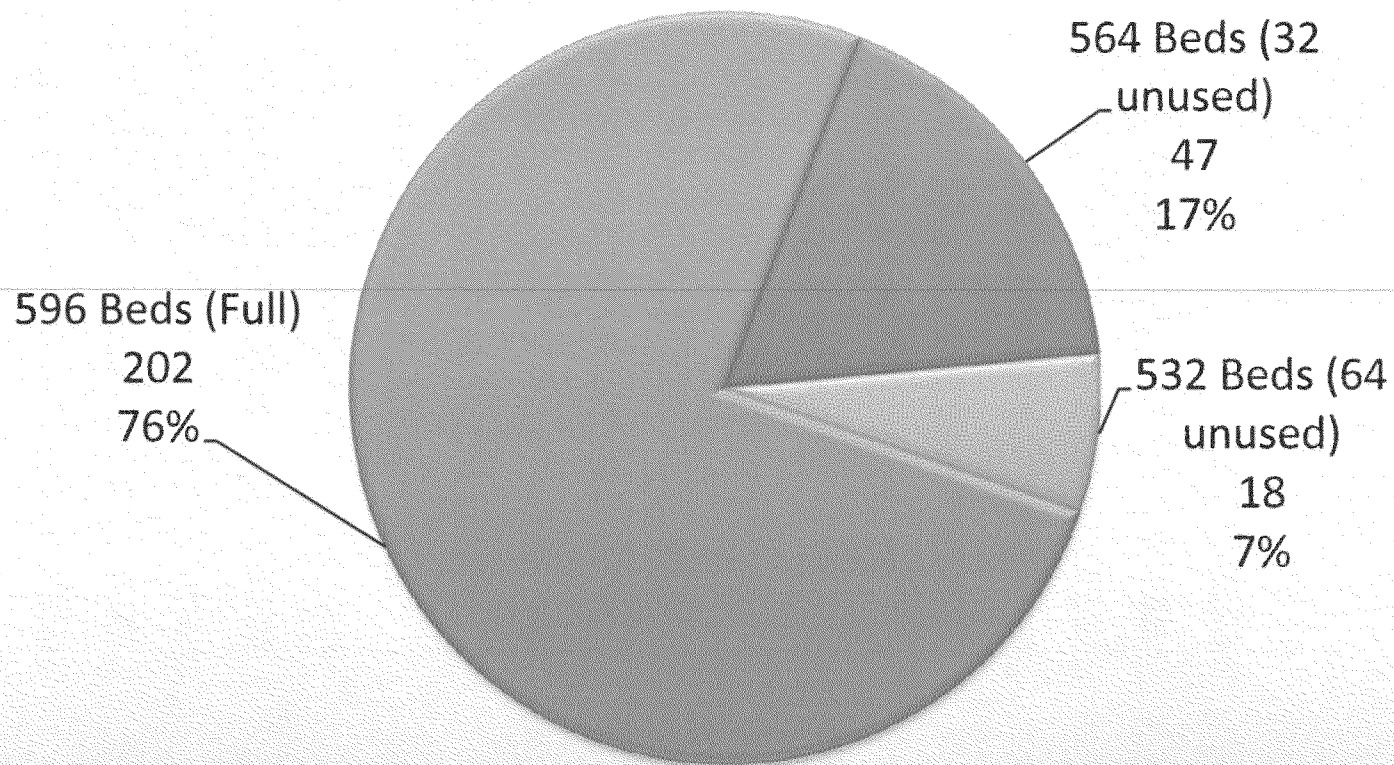
March 27, 2008 Board Meeting – Jail Bed Use Data

R-14 Budget Modification MCSO-09 Appropriating \$167,000 General Fund Contingency to Continue to Operate a Double Bunked Module (62 Beds) at the Multnomah County Detention Center from April 1, 2008 through April 30, 2008

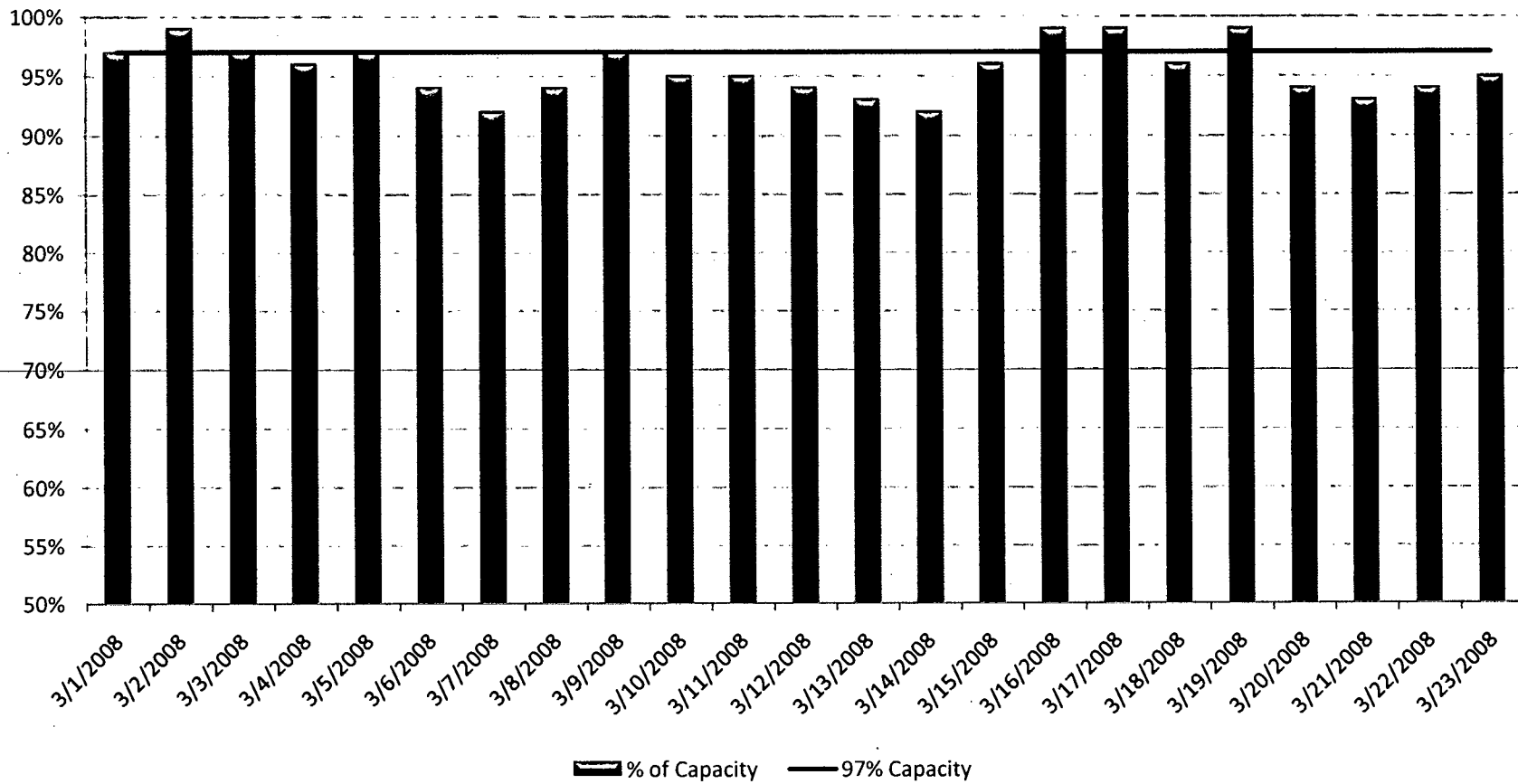
Beds Closed 3/1 to 3/27 2008



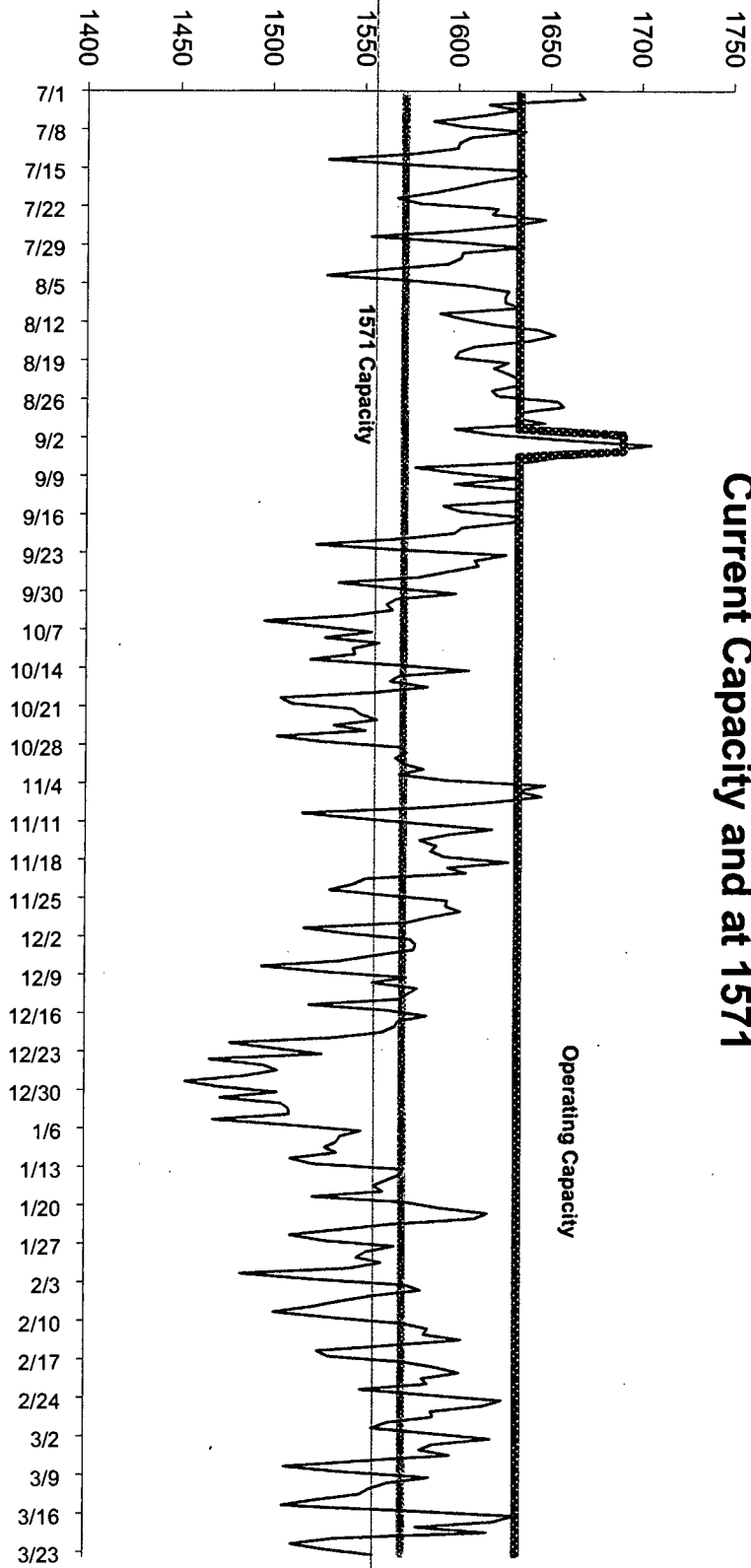
**Number of Days/% MCDL Beds Unused/Full July 1 -
February 27, 2008**



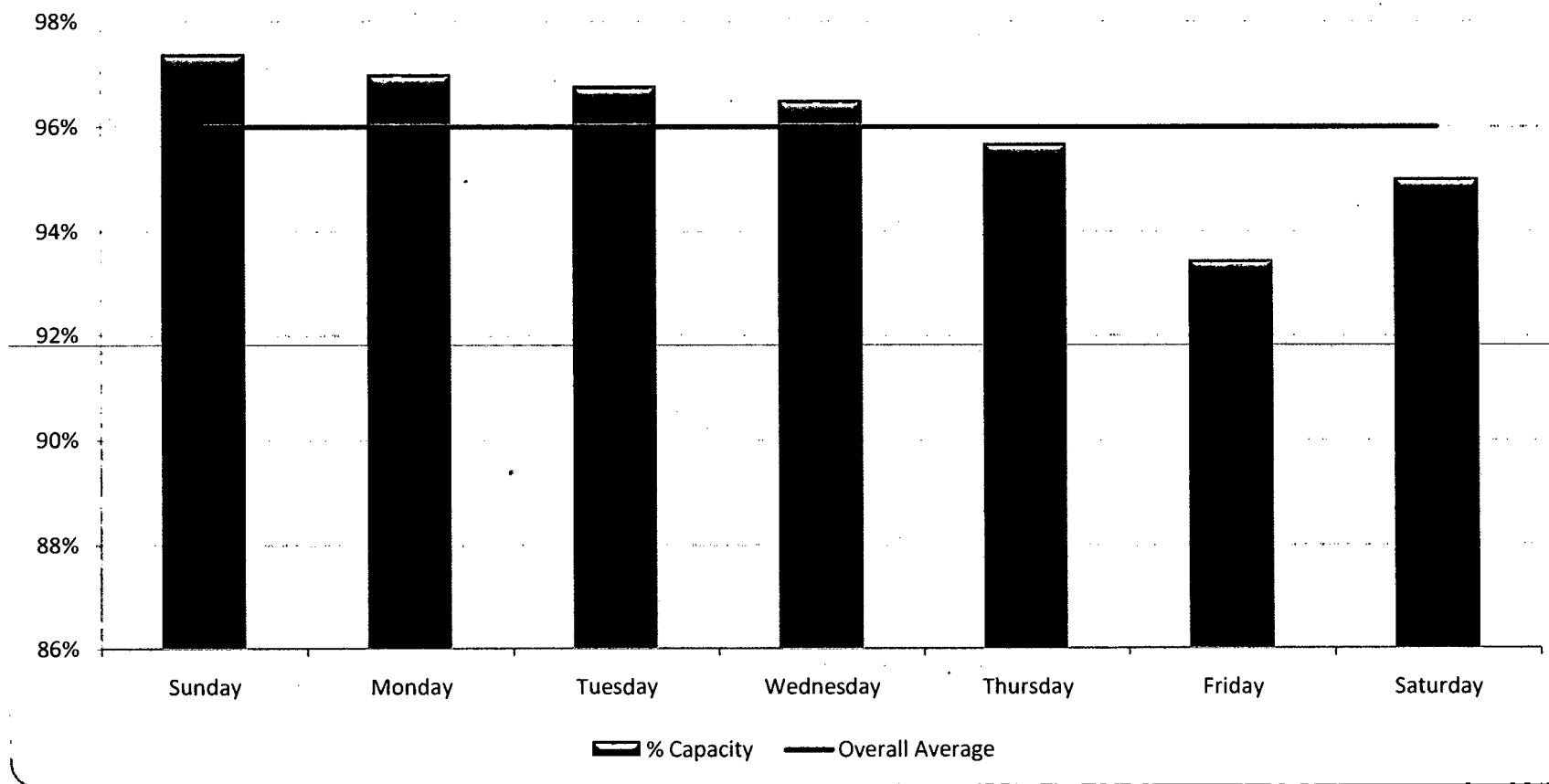
March Percent of 1633 Capacity



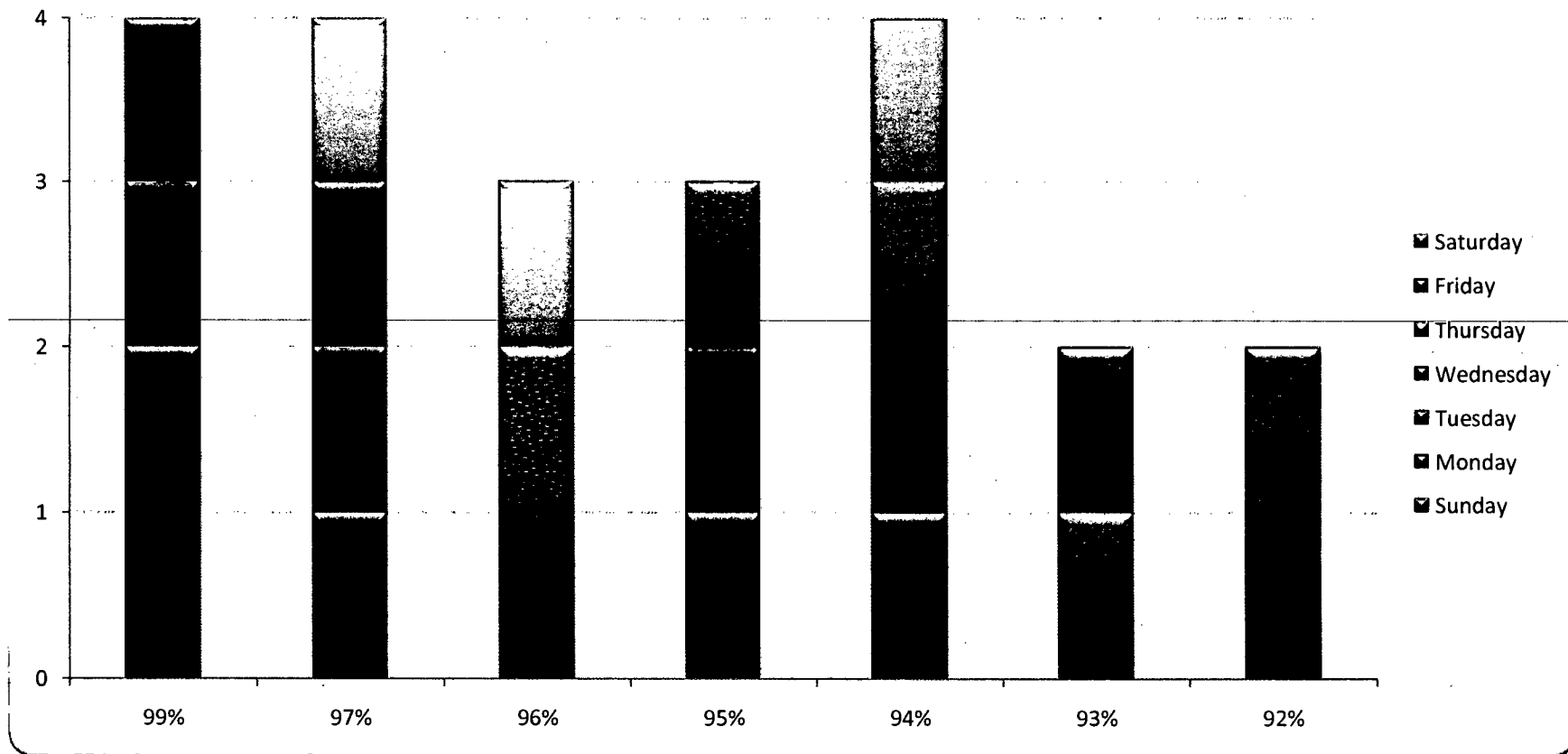
10 PM Facility Counts July 1 through March 23, 2008
Current Capacity and at 1571



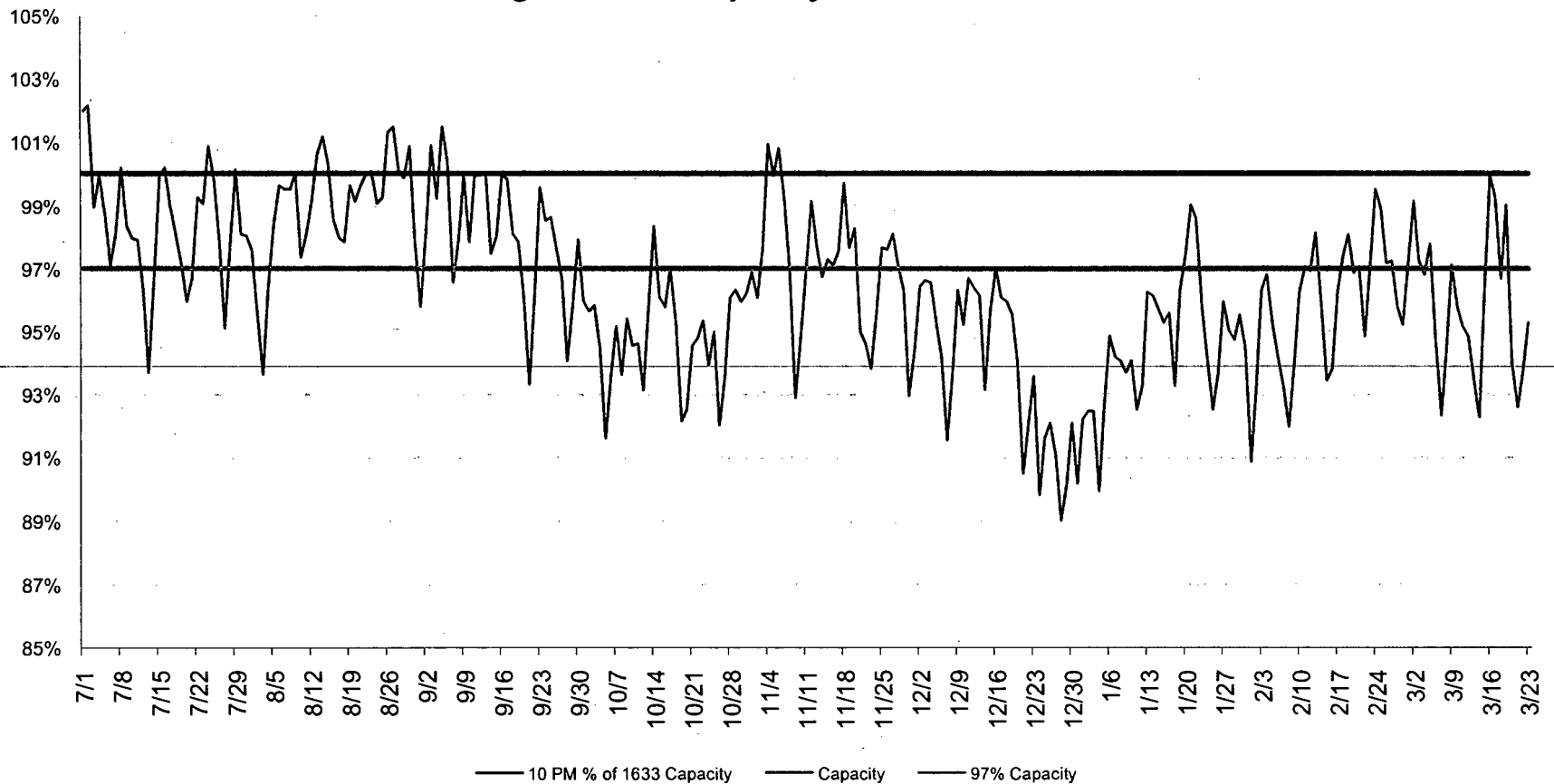
**Average Percent of Capacity by Day of the Week
(March 1 - 23, 2008)**



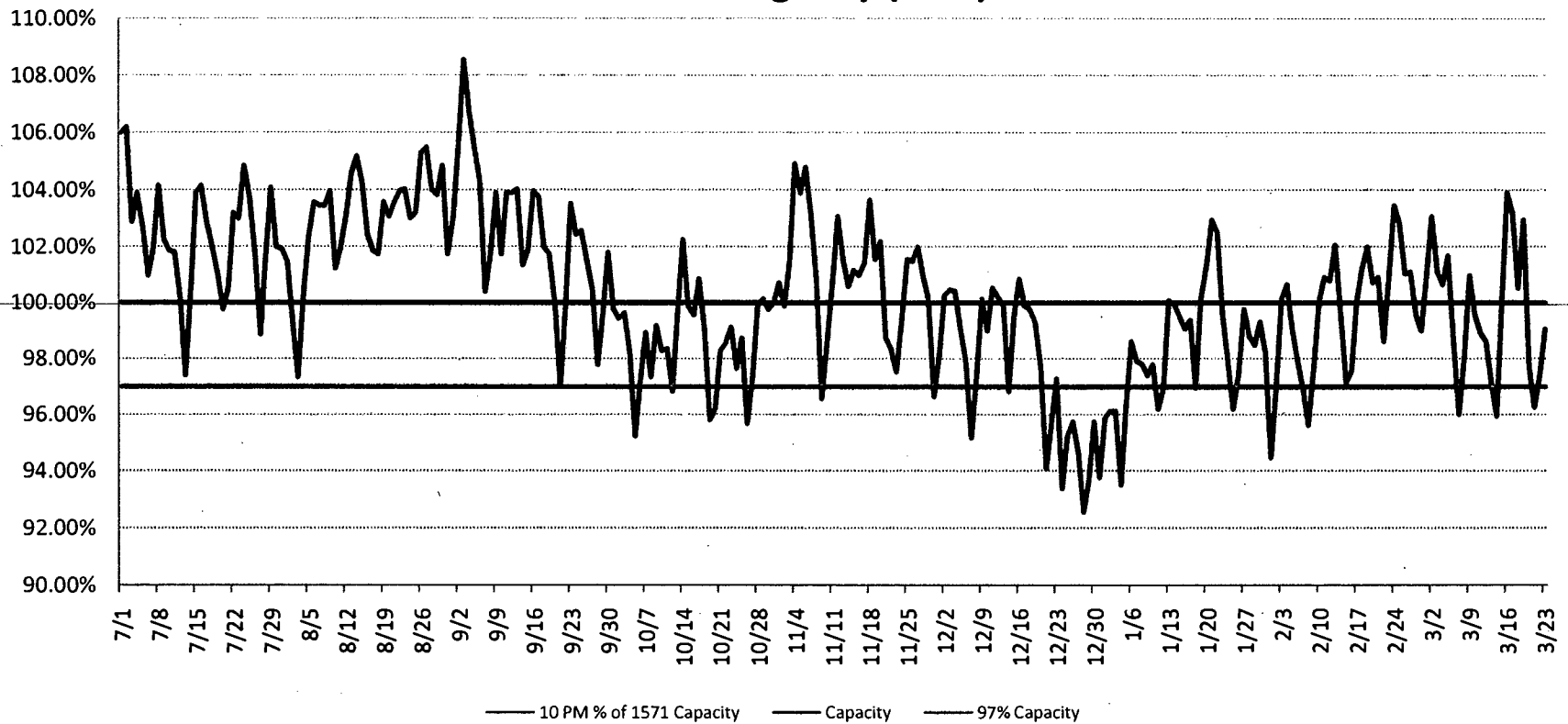
Percent of Capacity and Number of Occurrences by Day of the Week
(March 1 - 23, 2008)



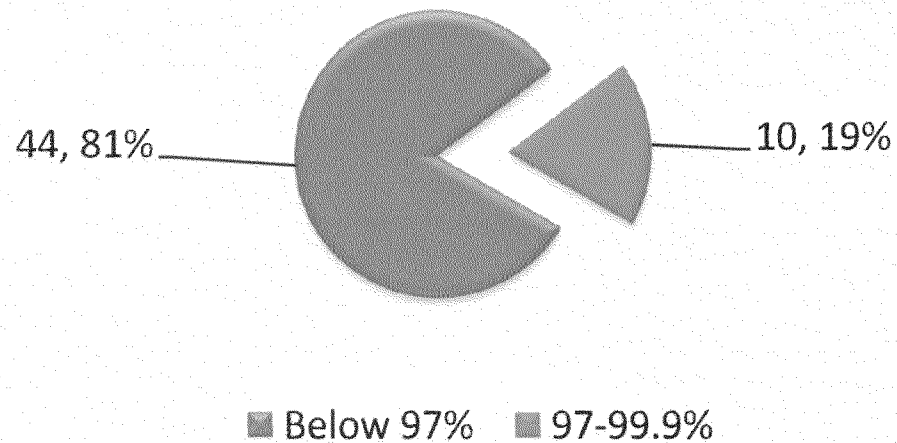
Percentage of 1633 Capacity In Use as of the 10 PM Count



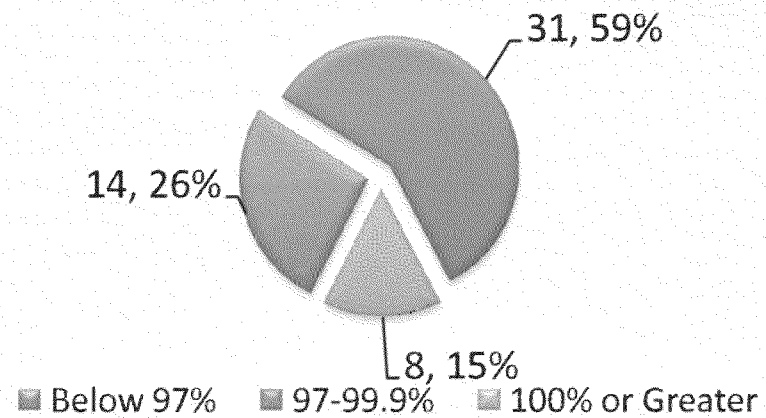
Look at 1571 (1633-62) Capacity In Use and Status of Popultaion Emergency (97%)



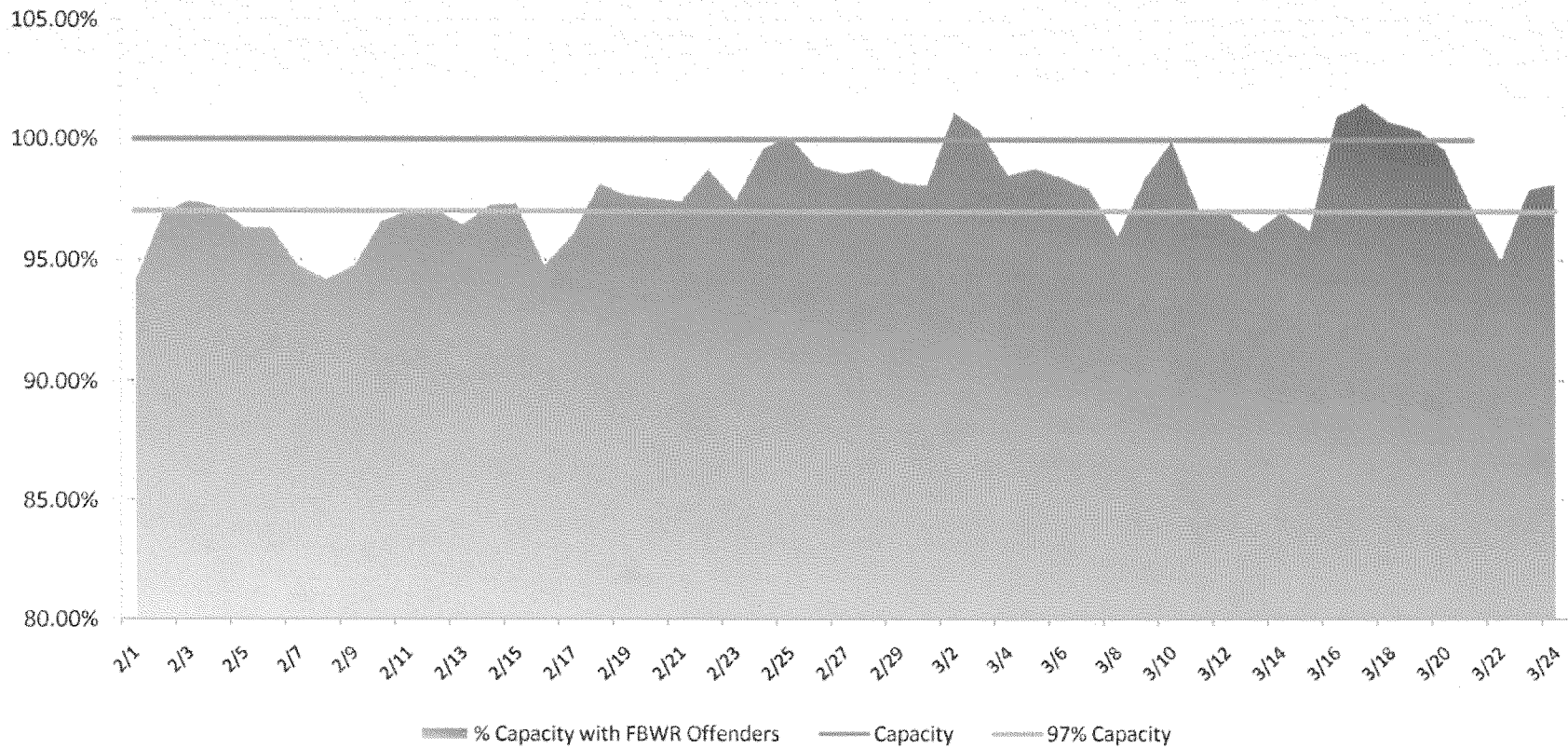
Number of days by Capacity Range Without FBWR Offenders



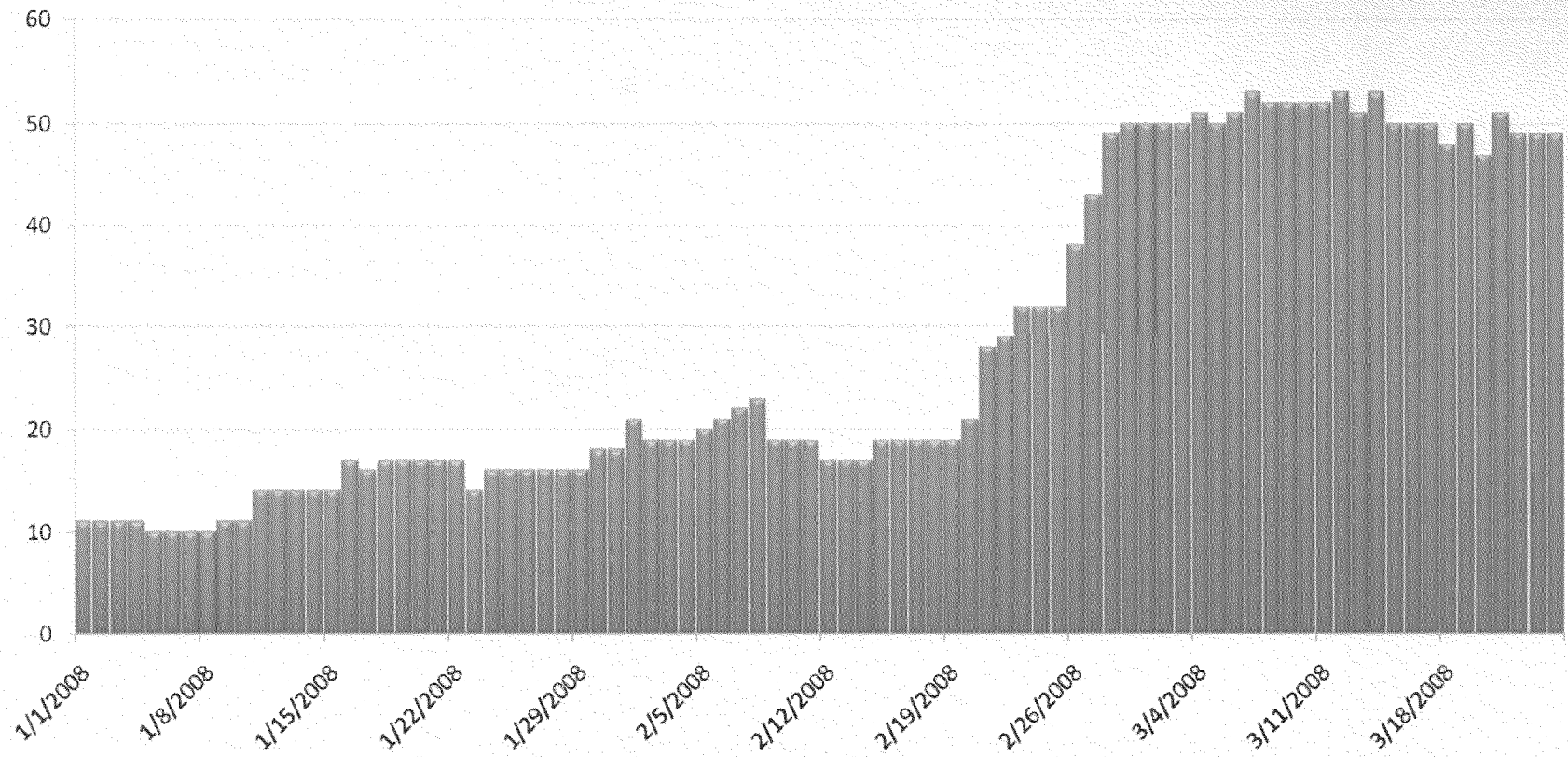
Number of Days by Capacity Range including FBWR Offenders



Percent of Jail Capacity if FBWR Offenders were in a Jail Bed 2/1/08 to 3/24/08



Count of FBWR Participants, 01/01/08 - 03/19/08





MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 03/27/08
Agenda Item #: R-15
Est. Start Time: 10:40 AM
Date Submitted: 02/19/08

Agenda Title: RESOLUTION Establishing the Population Capacity and Adopting a Revised Capacity Management Action Plan for the Multnomah County Sheriff's Office Jail Facilities and Repealing Resolution 07-141

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

Requested Meeting Date: March 27, 2008 Amount of Time Needed: 5 Minutes
Department: Sheriff's Office Division: Corrections
Contact(s): Christine Kirk
Phone: 503.988.4301 Ext. 84301 I/O Address: 503/350
Presenter(s): Chief of Staff Christine Kirk

General Information

1. What action are you requesting from the Board?

Adoption of the resolution establishing the Population Capacity for Multnomah County Sheriff's Office Jail Facilities which include the Multnomah County Detention Center and Multnomah County Inverness Jail. The resolution will also revise the Capacity Management Action Plan and repeal Resolution 07-141.

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.

It is necessary to review the Capacity Management Plan when –

1. The maximum capacity in the system changes (design capacity)
2. The population limit changes (budgeted capacity)
3. The County Attorney, District Attorney and Sheriff's Office as defined in ORS 169.042, 169.044 and 169.046 have reviewed the Plan and have provided recommendations for change to the Board.

If the funded jail capacity was changed by the outcome of Budget Modification MCSO-08

Appropriating \$167,000 General Fund Contingency to Continue to Operate 57 Jail Beds at the Multnomah County Detention Center from March 1, 2008 through March 31, 2008, the population limit of the jail system must be reset from 1633 to 1571 to reflect that change. This then allows for emergency population releases should they be required.

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

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

ORS 169.042, 169.044 and 169.046 set forth the legal parameters for setting a capacity limit and creating an Capacity Management Plan in correctional facilities.

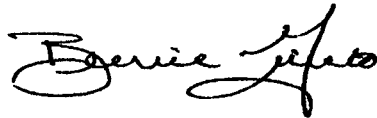
Creation and compliance with the Plan is important as 169.046 provides that, "[a] sheriff shall be immune from criminal or civil liability for any good faith release of inmates under ORS 169.042 to 169.046."

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

The Sheriff, District Attorney and County Attorney have been provided the revision for review and input.

Required Signature

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



**Date: February 18,
2008**

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Establishing the Population Capacity and Adopting a Revised Capacity Management Action Plan for the Multnomah County Sheriff's Office Jail Facilities and Repealing Resolution 07-141

The Multnomah County Board of Commissioners Finds:

- a. The Board of County Commissioners and the Sheriff are committed to operating the county's jails in a manner that is consistent with prevailing constitutional standards and statutory provisions regarding conditions of confinement.
- b. The maximum population capacity of the Multnomah County Detention Center (MCDC) has changed over time as a result of design changes, temporary construction and capital improvement projects.
- c. Resolution 06-014 established and amended the maximum jail population and capacity management plan for MCDC.
- d. The Sheriff, District Attorney and the County Attorney reviewed the maximum population capacity as established in Resolution 06-014 and recommended the maximum MCDC capacity remain 676, consistent with the current design capacity, physical condition and program capabilities, prevailing constitutional standards, statutory provisions regarding conditions of confinement.
- e. Multnomah County Inverness Jail (MCIJ) is an integral part of the County jail system. The population capacity at MCIJ is dictated by land use regulations and cannot exceed 1068.
- f. The jail system in Multnomah County has changed significantly over time and now consists of MCIJ, a medium security facility, and MCDC a maximum security facility. The Sheriff, District Attorney and the County Attorney determined that the county jail population is best managed with a system population capacity, taking into account the individual facility capacities as specified above.
- g. The Board has reviewed and considered the recommendations and consulted with the elected and appointed officials identified in ORS 169.046.

The Multnomah County Board of Commissioners Resolves:

1. Pursuant to ORS 169.042 and 169.044 the population limit for the Multnomah County jail system consisting of MCDC and MCIJ is set at 1571.

2. If the number of inmates housed within the Multnomah County Jail System reaches 97% of the population limit, a county jail population emergency will exist.
3. The attached Capacity Management Action Plan (Plan) is adopted and will be implemented in accordance with ORS 169.044 in the event of a county jail population emergency.
4. The Sheriff or designee, in the event the Sheriff is unable to act, will implement the Plan in the event of a county jail population emergency.
5. The Board, the Local Public Safety Coordinating Council, or the Sheriff may request a review of the Population Capacity at MCDC and/or the Capacity Management Plan.
6. The Board may issue additional orders or resolutions to carry out the functions and authority granted to Multnomah County under ORS 169.042, 169.044 and 169.046.
7. This resolution takes effect and Resolution 07-141 is repealed on February 28, 2008.

ADOPTED this 27th day of March, 2008.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Jacqueline A. Weber, Assistant County Attorney

SUBMITTED BY:

Bernie Giusto, Multnomah County Sheriff

CAPACITY MANAGEMENT ACTION PLAN

- I. This Capacity Management Action Plan ("Plan") is adopted pursuant to ORS 169.044 to resolve a county jail population emergency. A jail population emergency exists when the total jail population exceeds 97 percent of its population limit. In the event of a county jail population emergency, the Sheriff or his designee will implement this Plan.
- II. The intent of this Plan is to resolve a jail population emergency by holding in jail those that have been evaluated and found to represent the greatest threat to the safety of the community and releasing those that pose the least risk. Such evaluations will be based on objective criteria reasonably calculated to:
 - A. Resolve the jail population emergency;
 - B. Ensure community safety; and
 - C. Comply with prevailing constitutional and Oregon jail standards relating to conditions of incarceration.
- III. The Sheriff or his designee will develop and implement policies and procedures in which every person in custody of the Sheriff, and eligible under the Sheriff's authority to release, is evaluated using the following criteria:
 - A. Risk to self or other persons;
 - B. Propensity for violence;
 - C. Criminal Charges (person vs. non person);
 - D. Prior failures to follow court orders;
 - E. Parole, probation, or post-prison revocations; and
 - F. Institutional behavior or classification.
- IV. Persons whose current charge relates to or who have a criminal history involving the following shall receive special consideration:
 - A. Domestic violence;
 - B. Sex abuse;
 - C. Child abuse or crimes relating to children;
 - D. Risk to a known victim;

- E. Gang violence;
 - F. Crimes involving a weapon;
 - G. A history of an inability to comply with release conditions or sentencing orders (including Failure to Appear);
 - H. A history of Driving Under the Influence of an Intoxicants; or
 - I. A history of property crimes.
- V. A numerical score will be assigned to each person in custody and will rank the inmate population from highest to lowest score as indicated in Attachment A. The lowest score will represent the least threat to community safety.
- VI. As defined in ORS 169.005, the categories in this Plan apply to only to unsentenced offenders. In the event of multiple charges pending against a single inmate, the most serious charge will determine the inmate's primary charge category. Only unsentenced offenders may be released for population reasons. Releases for population reasons will be made based upon the lowest score. Also, the Sheriff may release one gender with higher scores, if releasing the other gender with lower scores would only make available beds that would not be filled because there are no gender appropriate inmates waiting to be housed or no gender appropriate inmates classified for housing at the available bed.
- VII. In addition to the numerical score described herein, both sentenced and unsentenced inmates with a classification status consistent with confinement in a medium security facility will be transferred to MCIJ for housing as the population at MCIJ permits and as needed to reduce the population at MCDC.
- VIII. The Plan shall ensure compliance with ORS 169.046 regarding notice of a county jail population emergency.
- IV. The Sheriff may adopt, amend, and rescind MCSO policies and procedures as necessary to ensure compliance with the intent of section II of this Plan.

ATTACHMENT A – CAPACITY MANAGEMENT PLAN

CHARGE LEVEL	PERSON ^{1 2}	NON PERSON ²
Measure 11	150	150
Class A Felony	135	100
Exemption	100 points: Burglary 1	35 points: MCS I and all DCS I related charges, with the exception of DCS to a Minor or Using a Minor in a Drug Offense
Class B Felony	80	35
Exemption	Escape I is 135 points.	50 points: MCS II, Possession of Precursor 20 points: PCS I
Class C Felony	50	20
Exemption	80 points: <ul style="list-style-type: none"> • Attempted Escape I • Negligent Homicide • Stalking - Violation of a Court Protective Order • Unlawful use of a Weapon • - Felony DUII 	35 points: <ul style="list-style-type: none"> • Identity Theft • Forgery • UUMV 50 points: <ul style="list-style-type: none"> • Tampering with a Witness • Riot • Attempted Theft by Extortion
Class A Misd.	25	14
Exemption	50 points: DUII 80 points: <ul style="list-style-type: none"> • Stalking • Violation of a Court Protective Order 	35 points: Mail Theft 50 points: Strangulation
Class B Misd.	14	7
Class C Misd	NA	7
Unclassified Misd/Ordinances	7	7
		170 points: - Restraining Order Violation
Violation	NA	7

¹ Person crimes are those defined by the Oregon Criminal Justice Commission, all child abuse and crimes relating to children, including delivering controlled substances to a child, using a child in a drug offense, all sex abuse, firearms related crimes, escape and any conspiring to commit those crimes defined here as person crimes.

² The charge of Conspiring to Commit a Crime is treated the same the charge for the crime (example Conspiring to Commit a Burglary I is the same score as Burglary I).



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 03/27/08
Agenda Item #: R-16
Est. Start Time: 10:45 AM
Date Submitted: 03/18/08

Agenda Title: **Presentation of the 2007 Safe Child Task Force Report**

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

Requested Meeting Date: March 27, 2008 Amount of Time Needed: 30 minutes
Department: Non-D Division: District 3
Contact(s): Terri Naito / Keith Falkenberg
Phone: 503 988-5217 Ext. 85217 I/O Address: 503/6
Presenter(s): Commissioner Lisa Naito, Gresham Police Chief Carla Piluso, Wendy Lebow, Director, Commission on Children, Families and Community

General Information

1. What action are you requesting from the Board?

Briefing. No action required.

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 Safe Child Task Force was convened during the Fall/winter of 2006/07 to bring together community leaders and experts to tackle one of the most serious concerns in our community, child abuse and neglect. Today's briefing will provide an overview of the problem and the Task Force's findings and recommendations.

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

None.

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

None.

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

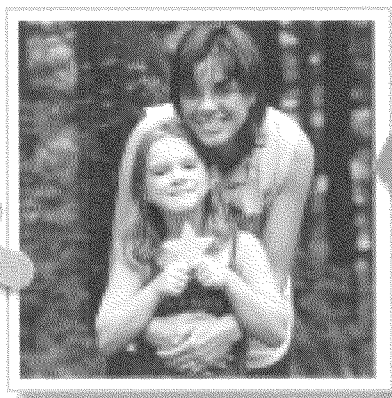
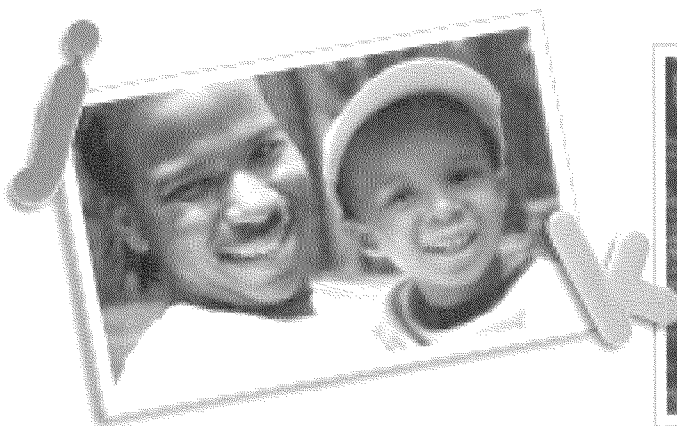
Task Force members included co-chair Carla Piluso, Gresham Police Chief; Dan Saltzman, Portland City Commissioner; Kay Toran, volunteers of America; Kate Brown, Oregon State Senator; Jackie Mercer, Native American Rehabilitation Association; Nan Waller, Multnomah County Circuit Court Judge; and more than a dozen other citizen and government participants.

Required Signature

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

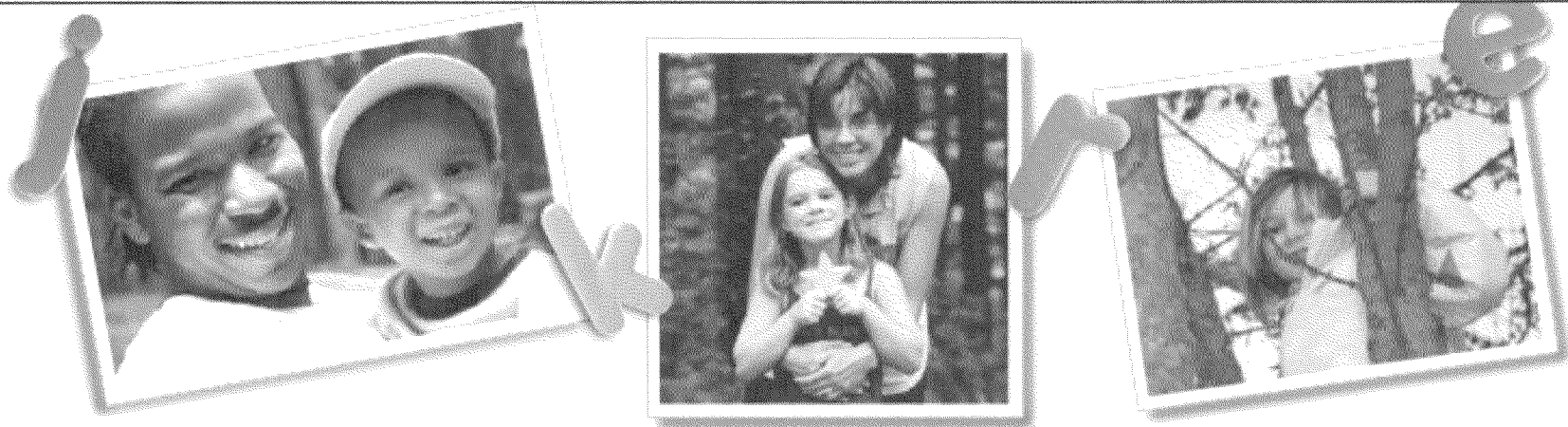


Date: 03/18/08



2007 Safe Child Task Force Report

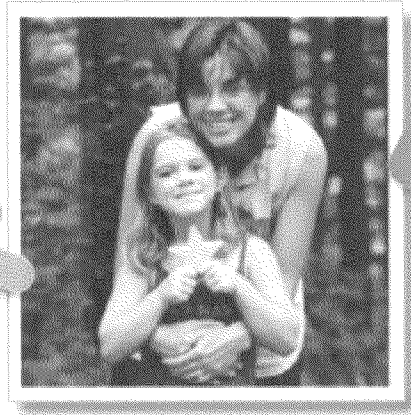
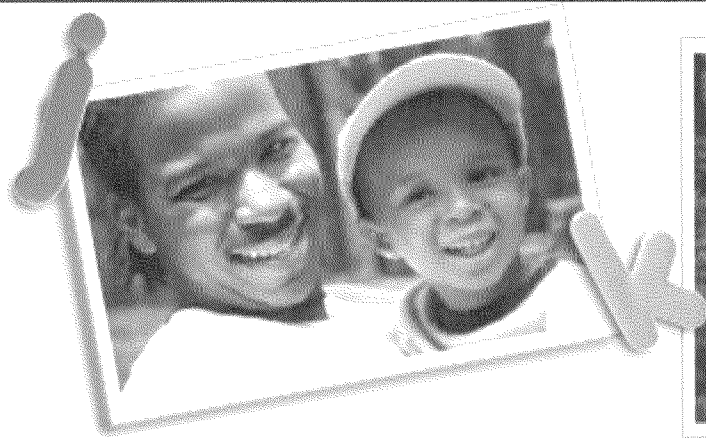




Safe Child Task Force

Purpose:

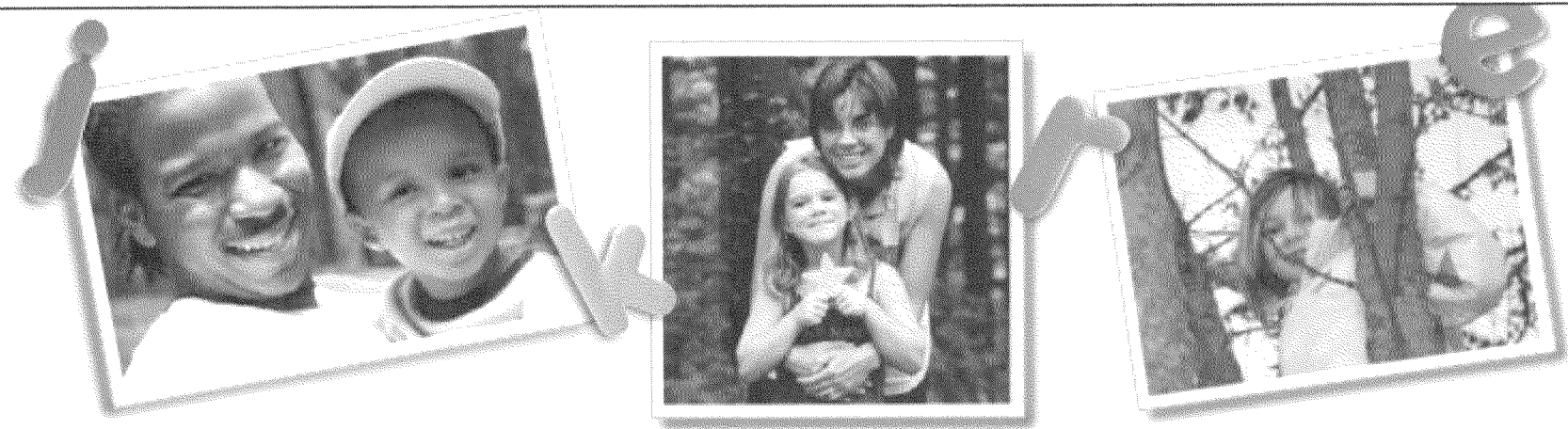
To create a comprehensive vision and community plan for preventing child maltreatment and for responding to incidents of child abuse and neglect.



Safe Child Task Force

Recommendations:

1. Make child and family safety a funding and policy priority,
2. Create a universal parent education system locally,
3. Create a supportive community based on healthy attitudes and norms to prevent child abuse, and
4. Produce an inventory of child abuse prevention and intervention services.

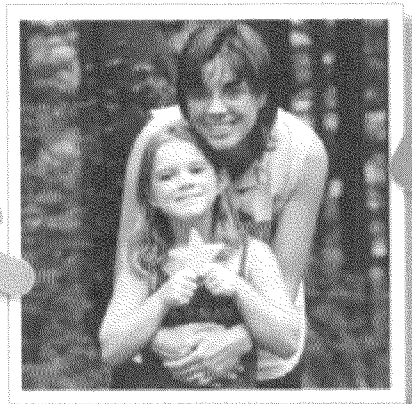
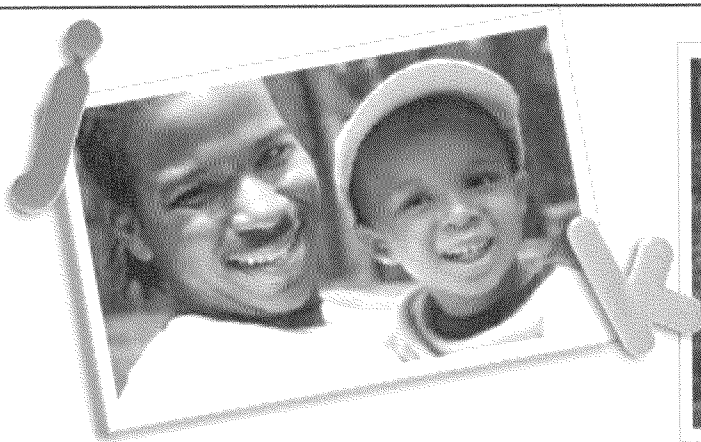


Child Abuse & Neglect Rates

Multnomah County and Oregon 2002-2007

	Multnomah County	Oregon
2007	14.7	13.8
Avg. Rate Previous 5 years	11.1	11.1

Source: *Status of Oregon's Children County Data Book 2007*



Risk and Protective Factors

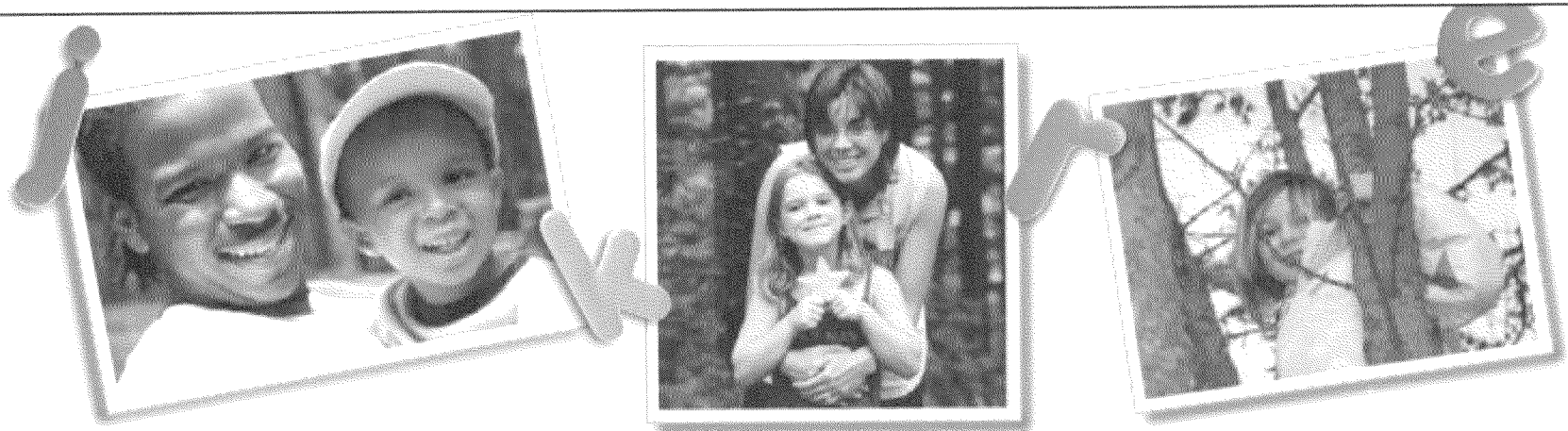
✓ Education

Protective Factors		
Indicator	Multnomah	Oregon
Percent of children entering kindergarten 'ready to learn' (2004)	75.8%	79.8%
Risk Factors		
Indicator	Multnomah	Oregon
Percent of births to mothers with <HS education	20.0%	20.0%

✓ Health & Safety

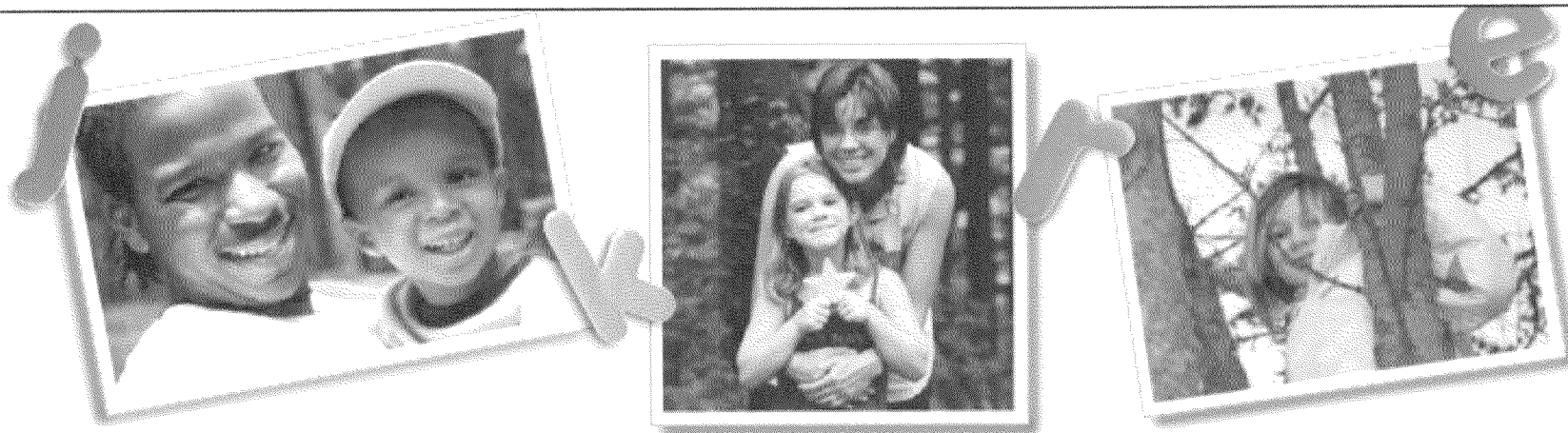
✓ Economic

✓ Social-Emotional



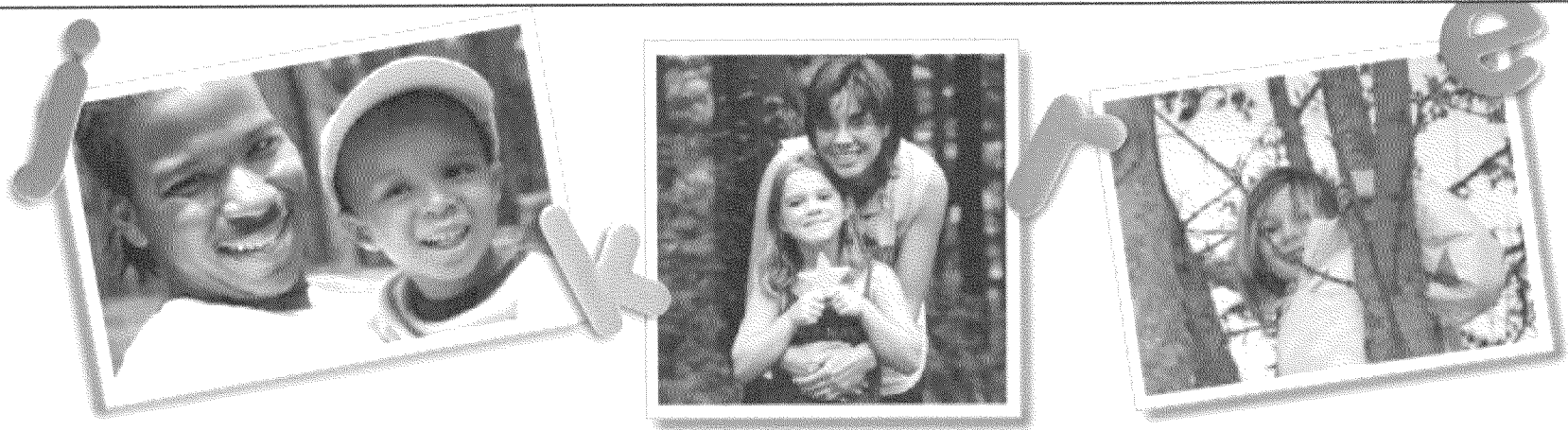
Task Force Recommendation #1

Make child and family safety a
funding and policy priority



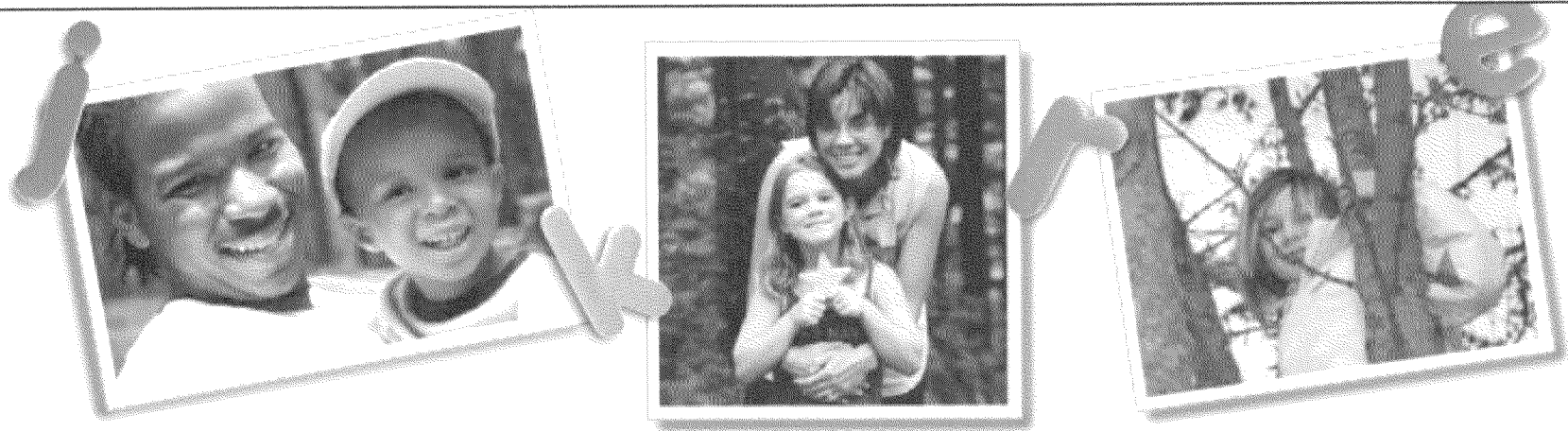
Task Force Recommendation #2

Create a universal parent education system
locally



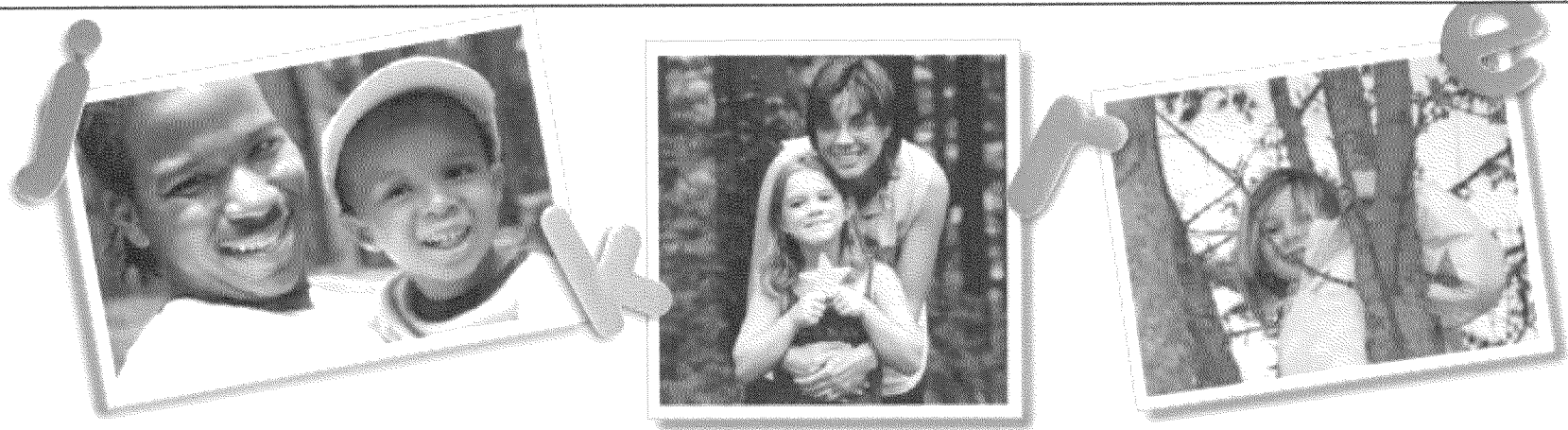
Task Force Recommendation #3

Create a supportive community
based on healthy attitudes and norms
to prevent child abuse



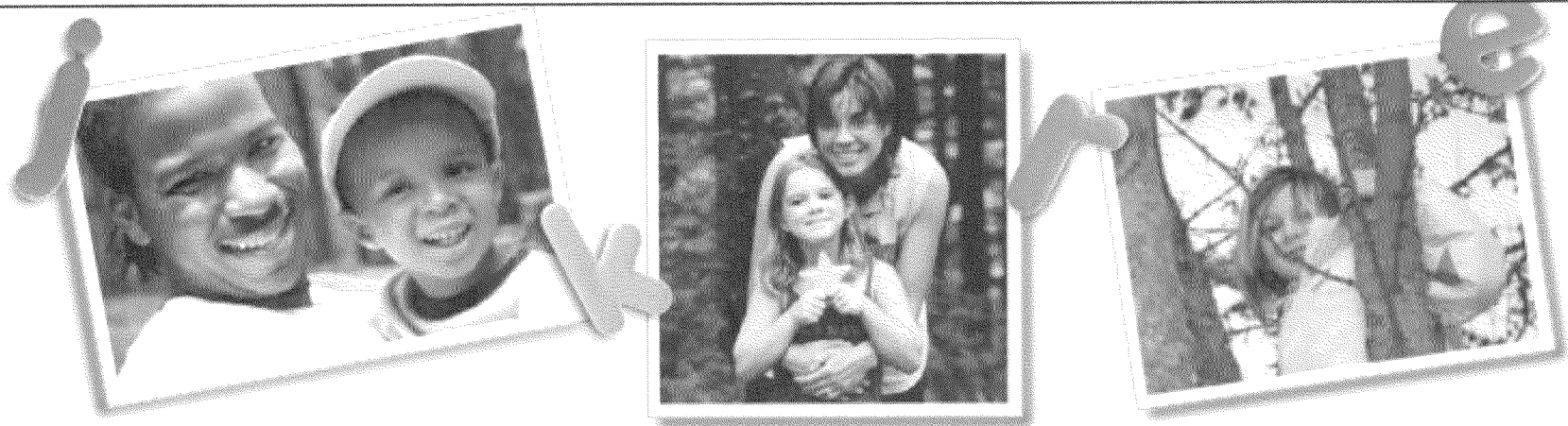
Task Force Recommendation #4

Produce an inventory of
child abuse prevention and intervention
services



Inventory of Services - Categories

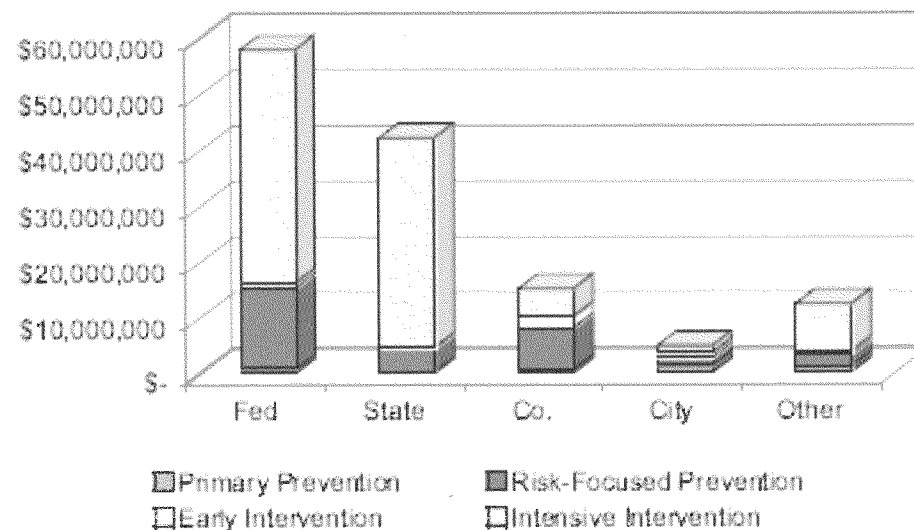
- Primary Prevention
- Risk-Focused Prevention
- Early Intervention
- Intensive Intervention

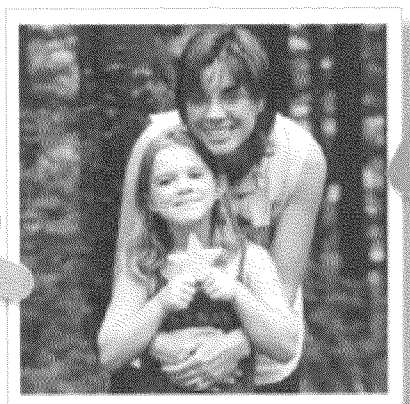
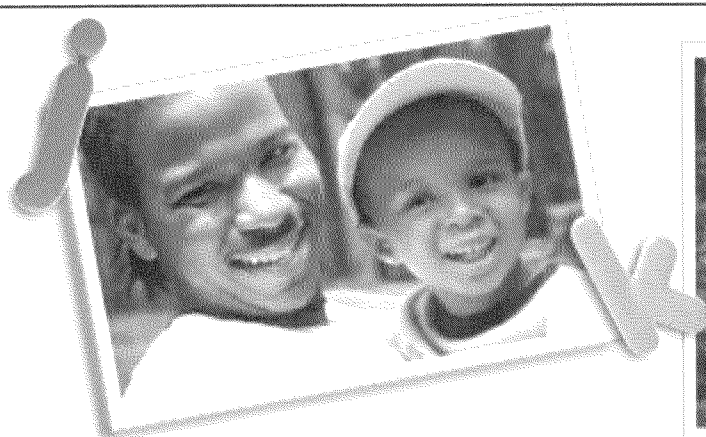


Child Abuse Prevention and Intervention Funding

Table 1

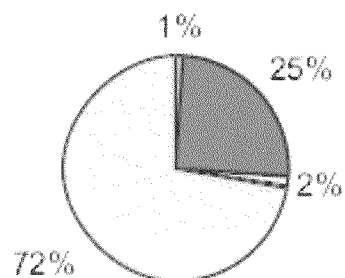
Child Abuse Prevention and Intervention
Funding by Source FY 2005/2006





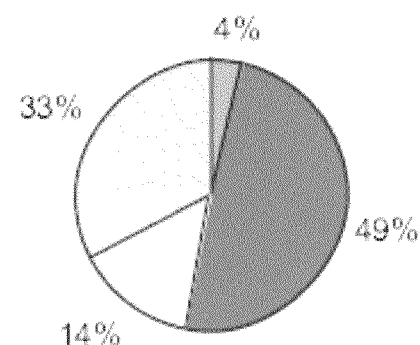
Child Abuse Prevention and Intervention Funding

Child Abuse Prevention and Intervention
Federal Funding FY 2005/2006
Total \$57,955,154



Primary Prevention	Risk-Focused Prevention
Early Intervention	Intensive Intervention

Child Abuse Prevention and Intervention
County FY 2005/2006
Total \$14,998,899



Primary Prevention	Risk-Focused Prevention
Early Intervention	Intensive Intervention

Safe Child Task Force Members

Safe Child Task Force Co-Chairs

Lisa Naito, Multnomah County Commissioner

Carla C. Piluso, Gresham Police Chief and Chair of Mult.
County Commission on Children, Families and Community
(CCFC)

Safe Child Task Force Members

Dan Saltzman, Portland City Commissioner

Dr. Katharine Cahn, Portland State University,
Child Welfare Partnership

Claudia Black, Portland State
University

Kay Toran, Volunteers of America Oregon

Kate Brown, Oregon State Senator

Mike Schrunk, Multnomah County District Attorney

Capt. John Eckhart, Portland Police Bureau

Carolyn Graf, Multnomah SDA, Department of Human
Services, Child Welfare

Gloria Wiggins, Catholic Charities

Wendy Lebow, CCFC

Safe Child Task Force Members, continued

Karl Brimmer, Multnomah County, Dept. of County Human Services

Jan Wallinder, Multnomah County Health Department

Dr. Leila Keltner, CARES Northwest

Rich Brown, Bank of America

Lorena Campbell, Centennial School District

Jackie Mercer, Native American Rehabilitation Association

Nan Waller, Multnomah County Circuit Court Judge

Martha Brooks, Fight Crime: Invest In Kids Oregon

Cindy Thompson, Children's Trust Fund of Oregon

Mickey Lansing, Oregon Commission on Children and Families

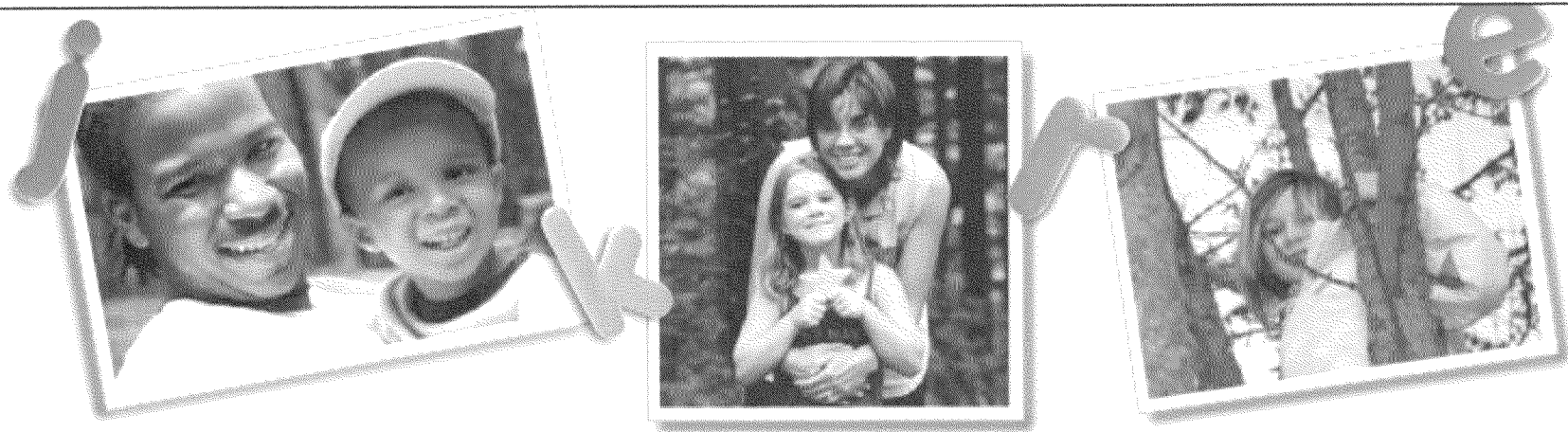
Staffing

Carol Wessinger, Commissioner Naito's Office

Lisa Hansell, Commission on Children, Families and Community (CCFC)

Britta Halverson, MSW Intern, CCFC

Yvonne Recchia, MSW Intern, CCFC



The solution of adult problems tomorrow depends in large measure upon the way our children grow up today. There is no greater insight into the future than recognizing when we save our children we save ourselves.

- Margaret Mead





MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 03/27/08
Agenda Item #: R-17
Est. Start Time: 11:15 AM
Date Submitted: 03/18/08

Agenda Title: **PROCLAMATION Proclaiming April 2008 Child Abuse Prevention Month in Multnomah County, Oregon**

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

Requested Meeting Date: March 27, 2008 **Amount of Time Needed:** 30 minutes
Department: Non-D **Division:** District 3
Contact(s): Terri Naito / Keith Falkenberg
Phone: 503 988-5217 **Ext.** x85217 **I/O Address:** 503/6
Presenter(s): Commissioner Lisa Naito; Wendy Lebow, Director, Commission on Children, Families & Community

General Information

1. What action are you requesting from the Board?

Proclaim April 2008 Child Abuse Prevention Month.

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.

Child abuse rates are escalating in Multnomah County. For six of the past 10 years the rate of child maltreatment has been higher in Multnomah County than the state average. Statewide, about half of victims of reported abuse and neglect are *under* six years old. There is no single known cause of child maltreatment. However, it is known that certain protective factors can increase the health and well-being of children and families and help lower the incidence of child abuse and neglect.

Proclaiming Child Abuse Prevention month will help raise awareness of the issue; raising awareness is one of the many protective factors.

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

None.

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

None.

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

In conjunction with this Proclamation, Commissioner Naito and Ms. Lebow will recognize the members of the Safe Child Task Force and the sponsors of Roots and Wings – a fun, interactive event for the whole family held in conjunction with Child Abuse Prevention month – for their partnership efforts in raising community awareness of child abuse and neglect.

Required Signature

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



Date: 03/18/08

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. _____

Proclaiming April 2008 Child Abuse Prevention Month in Multnomah County, Oregon

The Multnomah County Board of Commissioners Finds:

- a. Our future doctors, teachers, business owners and community leaders are all children currently learning and growing in our communities. Each of us has a responsibility to ensure they have what they need to grow up safe and healthy.
- b. All children deserve nurturing home environments, safe places to play, good medical care and stimulating schools. Children who experience secure, loving relationships and stimulating environments become confident, caring adults.
- c. The primary responsibility for children's health and well-being rests with parents, but parents need to be supported. All families benefit from the help of strong, supportive neighborhoods and communities. We all play a role in helping our children thrive.
- d. In Multnomah County, there were 2,281 children who were victims of child abuse and neglect in 2006. For six of the past ten years, the rate of child maltreatment has been higher in Multnomah County than the state average.
- e. Statewide, about half of victims of reported abuse and neglect are under age six.
- f. Child abuse is an issue with serious long-term consequences for individuals, families and communities. Children who are abused suffer effects that often last a lifetime. The human cost is heartbreaking. The monetary cost of intervention in child abuse and neglect cases – conservatively estimated at \$258 million a day in the United States – places an enormous weight on our child protective services, educational, juvenile and mental health systems.
- g. To reduce the incidence of child abuse and neglect we must do all we can to prevent abuse before it happens. The majority of child abuse cases stem from situations and conditions that are *entirely preventable* in an engaged and supportive community.
- h. The Safe Child Task Force is to be commended for its advocacy on behalf of abused and neglected children in Multnomah County and should continue to encourage child and family safety as a funding and policy priority; promote the

creation of a universal parent education system; and help in creating a supportive community based on healthy attitudes in order to prevent child abuse.

The Multnomah County Board of Commissioners Proclaims:

The month of April 2008 Child Abuse Prevention Month in Multnomah County, Oregon. In so doing, we call upon our community, this month and throughout the year, to focus on prevention efforts that create healthier environments for children and foster confident, positive parenting.

ADOPTED this 27th day of March, 2008.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, County Chair

Maria Rojo de Steffey,
Commissioner District 1

Jeff Cogen,
Commissioner District 2

Lisa Naito,
Commissioner District 3

Lonnie Roberts,
Commissioner District 4

SUBMITTED BY:
Commissioner Lisa Naito

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. 08-033

Proclaiming April 2008 Child Abuse Prevention Month in Multnomah County, Oregon

The Multnomah County Board of Commissioners Finds:

- a. Our future doctors, teachers, business owners and community leaders are all children currently learning and growing in our communities. Each of us has a responsibility to ensure they have what they need to grow up safe and healthy.
- b. All children deserve nurturing home environments, safe places to play, good medical care and stimulating schools. Children who experience secure, loving relationships and stimulating environments become confident, caring adults.
- c. The primary responsibility for children's health and well-being rests with parents, but parents need to be supported. All families benefit from the help of strong, supportive neighborhoods and communities. We all play a role in helping our children thrive.
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- h. The Safe Child Task Force is to be commended for its advocacy on behalf of abused and neglected children in Multnomah County and should continue to encourage child and family safety as a funding and policy priority; promote the

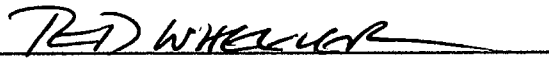
creation of a universal parent education system; and help in creating a supportive community based on healthy attitudes in order to prevent child abuse.

The Multnomah County Board of Commissioners Proclaims:

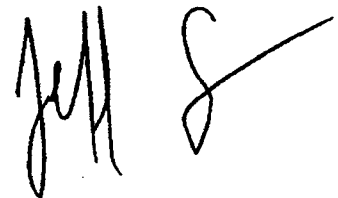
The month of April 2008 Child Abuse Prevention Month in Multnomah County, Oregon. In so doing, we call upon our community, this month and throughout the year, to focus on prevention efforts that create healthier environments for children and foster confident, positive parenting.

ADOPTED this 27th day of March, 2008.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Ted Wheeler, County Chair


Maria Rojo de Steffey,
Commissioner District 1

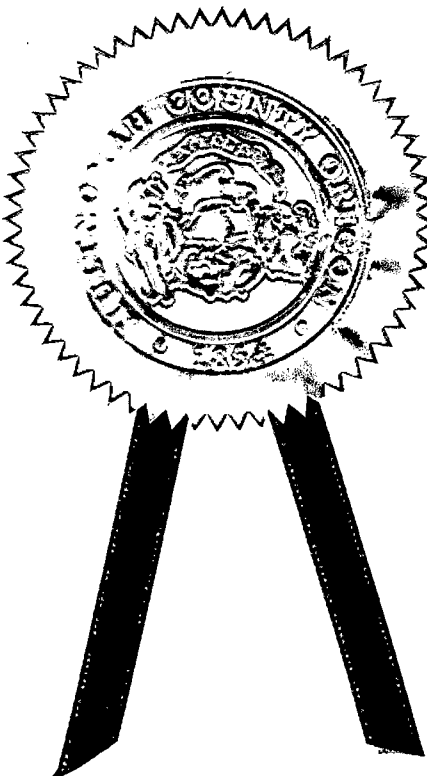


Jeff Cogen,
Commissioner District 2


Lisa Naito,
Commissioner District 3



Lonnie Roberts,
Commissioner District 4



SUBMITTED BY:
Commissioner Lisa Naito



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 03/27/08
Agenda Item #: R-18
Est. Start Time: 10:42 AM
Date Submitted: 03/12/08

RESOLUTION Approving the Conveyance of the Martha Washington Building, 1115 SW 11th Avenue, Portland Oregon, to Cascadia Housing, Inc., for
Agenda Title: Redevelopment as Affordable and Permanent Supportive Housing Providing Services to County Target Populations [Continued from March 20, 2008]

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

Requested Meeting Date: March 27, 2008 Amount of Time Needed: 5 minutes
Department: Non-Departmental Division: Chair's Office
Contact(s): Mike Sublett, Facilities and Property Management Division (FPM)
Phone: (503) 988-4149 Ext. 84149 I/O Address: 274
Presenter(s): Doug Butler, FPM; Joanne Fuller, DCHS

General Information

1. What action are you requesting from the Board?

Approving the final conveyance of the Martha Washington Building, 1115 SW 11th Avenue, Portland Oregon, to Cascadia Housing, Inc., for redevelopment as affordable and permanent supportive housing providing services to County target populations.

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.

By Resolution 05-201, dated December 8, 2005, the Multnomah County Board of Commissioners declared the Martha Washington Building, 1115 SW 11th Avenue, Portland, Oregon ("Property") as surplus. By Resolution 06-181, dated October 26, 2006, the Multnomah County Board of Commissioners authorized Facilities and Property Management Division ("Facilities") to commence negotiation of a disposition agreement with Cascadia Behavioral Healthcare, Inc. and Winkler Development Corporation for the Property based on their response to a Request for Proposal. Facilities was further directed to submit the final agreement to the Board for approval.

In the past year, there has been substantial work on building due diligence (physical systems),

development of a plan for services to be provided to future residents of the Property, financing structure, transfer documentation, and related issues. Department of County Human Services ("DCHS") Staff have reviewed and approved the plan for services to be provided at the Property to County target populations, including the homeless, those at risk of homelessness, and those with chronic health conditions. This includes staffing, financing sources, and related. An informal roundtable discussion was held on December 12, 2007 with community stakeholders regarding programming and building plans for the Property. Neighboring property owners and Portland Downtown Neighborhood Association representatives received an update on the transfer process, schedule, target populations, services to be provided at the Property and building plans. A Board briefing was held for the public at the regularly scheduled Board meeting on March 13, 2008.

The attached Draft Agreement for the Disposition of Property ("ADP") has been negotiated by the County Attorney, with review by DCHS and Facilities, with Cascadia Housing, Inc., an entity of Cascadia Behavioral Healthcare, Inc. Estimated Closing is early May 2008. It is in the best interests of the County to convey the Property to Cascadia Housing Inc. on the terms and conditions set forth in the attached agreement.

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

Approximately \$50,000 per annum in "mothball" facility costs will be saved on an operating basis. The property was independently appraised at \$4.6 million in 2005.

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.

An informal roundtable discussion was held on December 12, 2007, with community stakeholders regarding the updated programming and building plans. Neighboring property owners and Portland Downtown Neighborhood Association representatives received an update on the transfer process, schedule, and building plans. The Portland Development Commission is anticipated to participate in the project financing and the State of Oregon Bureau of Housing and Community Development is expected to facilitate financing through a bond sale.

Required Signature

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

Carol M. Ford

Date: 03/12/08

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approving the Conveyance of the Martha Washington Building, 1115 SW 11th Avenue, Portland Oregon, to Cascadia Housing, Inc., for Redevelopment as Affordable and Permanent Supportive Housing Providing Services to County Target Populations

The Multnomah County Board of Commissioners Finds:

- a. By Resolution 05-201, dated December 8, 2005, the Multnomah County Board of Commissioners declared the Martha Washington Building, 1115 SW 11th Avenue, Portland, Oregon ("Property") as surplus.
- b. By Resolution 06-181, dated October 26, 2006, the Multnomah County Board of Commissioners authorized Facilities and Property Management Division ("Facilities") to commence negotiation of a disposition agreement with Cascadia Behavioral Healthcare, Inc. and Winkler Development Corporation for the Property based on their response to a Request for Proposal. Facilities was further directed to submit the final agreement to the Board for approval.
- c. In the past year, there has been substantial work on building due diligence, development of a plan for services to be provided to future residents of the Property, financing, transfer documentation, and related issues. Department of County Human Services ("DCHS") Staff have reviewed and approved the plan for services to be provided at the Property to County target populations, including the homeless, those at risk of homelessness, and those with chronic health conditions.
- d. An informal roundtable discussion was held on December 12, 2007 with community stakeholders regarding programming and building plans for the Property. Neighboring property owners and Portland Downtown Neighborhood Association representatives received an update on the transfer process, schedule, target populations, services to be provided at the Property and building plans. A Board briefing was held for the public on March 13, 2008.
- e. The attached Draft Agreement for the Disposition of Property has been negotiated by the County Attorney, with review by DCHS and Facilities, with Cascadia Housing, Inc., an entity of Cascadia Behavioral Healthcare, Inc. It is in the best interests of the County to convey the Property to Cascadia Housing Inc. on the terms and conditions set forth in the attached agreement.

The Multnomah County Board of Commissioners Resolves:

1. It is in the best interests of the County to convey the Property to Cascadia Housing, Inc., on the terms and conditions set forth in the attached Draft Agreement for Disposition of Property.
2. The Chair is authorized to execute documents necessary to complete the conveyance of the Property on terms substantially consistent with the attached Draft Agreement for Disposition of Property.

ADOPTED this 20th day of March, 2008.

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:

Carol M. Ford, Director, Department of County Management

MARTHA WASHINGTON APARTMENTS
AGREEMENT FOR DISPOSITION OF PROPERTY
between
MULTNOMAH COUNTY
and
CASCADIA HOUSING

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9. MISCELLANEOUS PROVISIONS	17

EXHIBITS:

A	Legal Description
B	Deed Form
C	Preparation of the Property
D	Services
E	Certificate of Initial Compliance
F	Reconveyance Quitclaim Deed and Escrow Instructions
G	Memorandum of Agreement

MARTHA WASHINGTON APARTMENTS

AGREEMENT FOR DISPOSITION OF PROPERTY

THIS AGREEMENT FOR DISPOSITION OF PROPERTY (this "Agreement") is made as of March 20, 2008, by **MULTNOMAH COUNTY** ("Multnomah County"), a political subdivision of the State of Oregon and **CASCADIA HOUSING, INC.**, an Oregon nonprofit corporation ("Provider"). Multnomah County and Provider are referred to jointly in this Agreement as "Parties" and individually as a "Party".

RECITALS

1. Multnomah County owns the Martha Washington Apartments located at 1115 SW 11th Avenue, in Portland, Multnomah County, Oregon, the legal description of which is set forth on Exhibit A ("Property").
2. The Parties desire to enter into this Agreement setting forth the terms and conditions under which Multnomah County will convey the Property to Provider in exchange for Provider's agreement to provide services to targeted populations pursuant to the terms and conditions of this Agreement.
3. Multnomah County finds that Provider's provision of services to targeted populations, pursuant to this Agreement, will help achieve Multnomah County's goals. Multnomah County also finds that the fulfillment generally of this Agreement, and the intentions set forth herein, are in the vital and best interests of Multnomah County and the health, safety, and welfare of its residents.

AGREEMENT

The Parties, in consideration of the premises and the agreements set forth herein and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, covenant and agree as follows:

DEFINITIONS

The following terms have the designated meanings in this Agreement:

1. "**Affiliate**" means any entity that controls, is controlled by or is under common control with Provider or Cascadia Behavioral Healthcare, Inc., an Oregon nonprofit corporation.
2. "**Affordable Housing**" means residential rental property that is occupied by individuals whose income is, at the time of their initial lease, 60% or less of area median gross income, and in which Gross Rent, determined in accordance with Section 42(g)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), for each residential unit, offset by amounts paid pursuant to Section 8, does not exceed 35 percent of the imputed income limitation adjusted for family size applicable to such unit, as determined in accordance with Section 42(g) of the Code.

3. **"Agreement"** means this Agreement for Disposition of Property and all attached Exhibits.
4. **"Certificate of Initial Compliance"** means a certificate to be issued by Multnomah County to Provider pursuant to Section 3.5 of this Agreement.
5. **"Close" or "Closing"** means the conveyance to Provider by Multnomah County of the Property by the Deed.
6. **"Closing Date"** means the date set forth in Section 1.1.2.
7. **"Conveyance"** means the transfer by Multnomah County to Provider of fee simple title to the Property, by means of the Deed and subject to reversion as provided herein.
8. **"Deed"** means the form of Bargain and Sale Deed conveying fee simple title to the Property to Provider, substantially in the form attached to this Agreement as Exhibit B.
9. **"Effective Date"** means the date that both Parties have executed this Agreement.
10. **"Environmental Abatement"** means the testing for and lawful disposition of all Hazardous Substances on the Property (including asbestos, lead paint, and PCBs, if any) as required prior to commencement of the Project in compliance with Environmental Laws.
11. **"Environmental Laws"** means all federal, state and local laws, ordinances, rules and regulations pertaining to the protection or regulation of the environment that apply to the Property, including without limitation, ORS chapter 466, OAR Chapter 341, RCRA (defined herein), CERCLA (defined herein), the Safe Drinking Water Act, the Clean Air Act, the Clean Water Act, and the Toxic Substances Control Act.
12. **"Environmental Report"** means: a "Phase I Environmental Site Assessment dated August 23, 2005 prepared by Ash Creek Associates for the Portland Development Commission.
13. **"Escrow Agent"** means First American Title Insurance Company, 200 Market Street, Portland, Oregon (Attn: Trevor Cheyne).
14. **"Extended Use Period"** means a period of sixty (60) years commencing with the date of issuance of the Certificate of Initial Compliance.
15. **"Final Permitted Exceptions"** shall have the meaning set forth in Section 1.4.2.
16. **"Final Termination Date"** shall have the meaning set forth in Section 1.6.3.
17. **"Hazardous Substances"** means any pollutant, dangerous substance, toxic substance, asbestos, petroleum, petroleum product, hazardous waste, hazardous materials or hazardous substances as defined in or regulated by Chapter 466 of the Oregon Revised Statutes, the Resource Conservation Recovery Act, as amended, 42 USC Section 6901, et seq ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC Section 9601, et seq, ("CERCLA"), or any other

Environmental Law.

18. **"Laws"** shall have the meaning set forth in Section 1.7.5.
19. **"Mortgage"** means a mortgage or deed of trust against the Property, or any portion thereof, approved by Multnomah County and recorded in the real property records of Multnomah County, Oregon.
20. **"Mortgagee"** means the holder of any Mortgage, approved by Multnomah County, affecting or encumbering the Property or any portion thereof, together with any successor or assignee of such holder. The term "Mortgagee" shall include any Mortgagee as owner of the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, or any insurer or guarantor of any obligation or condition secured by a Mortgage but shall not include (a) any other party who thereafter obtains title to the Property or such part from or through a Mortgagee or (b) any other purchaser at foreclosure sale other than a Mortgagee.
21. **"Notice of Termination"** shall have the meaning set forth in Section 7.4.1.
22. **"Permanent Housing"** means housing with no limit on length of stay and no requirement that tenants move out so long as the tenant(s) is in compliance with their lease and the terms of the restrictive covenants applicable to the unit.
23. **"Permanent Supportive Housing"** means a unit of Permanent Housing that is: (a) subject to restrictive covenants requiring that the unit be affordable to single individual households with incomes equal to or less than 30% of area median gross income, or multiple individual households with incomes equal to or less than 50% of area median gross income, as defined by the U.S. Department of Housing and Urban Development and the restrictive covenants applicable to the unit; (b) occupied by a person who has access to Services; and (c) occupied by a person or household who is, or was at the time of initial occupancy of the unit, a PSH Tenant.
24. **"Permitted Exceptions"** shall have the meaning set forth in Section 1.4.1.
25. **"PSH Tenant"** means an individual or family: (a) earning up to 30% of area median gross income (for individuals) or 50% of area median gross income (for families); and (b) homeless or at risk of homelessness, including those who may be leaving other systems of care (corrections, hospitalization, etc.) without a place to live; (c) with chronic health conditions that are at least episodically disabling (e.g. mental illness, HIV/AIDS, and substance use issues) or other substantial barriers to housing stability; (d) who would not be able to retain stable housing without tightly linked supportive services; and (e) who is a member of a specific target population.
26. **"Project"** means preparing the existing structure on the Property as the primary location for delivery of the Services.
27. **"Project Budget"** means the chart of sources and uses of funds for the Project and detailed listing of estimated Project costs that will be furnished by Provider to Multnomah County.

28. **"Project Commencement"** means the date the Project commences.
29. **"Project Completion"** shall have the meaning set forth in Section 3.5.
30. **"Release"** means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, disposing or dumping.
31. **"Seller's Documents"** shall have the meaning set forth in Section 1.6.1 (b)(x).
32. **"Services"** means those services described in Exhibit D.
33. **"Termination Date"** shall have the meaning set forth in Section 1.6.2 (a).
34. **"Title Report"** shall have the meaning set forth in Section 1.4.1.
35. **"Unavoidable Delay"** shall have the meaning set forth in Section 7.9.1.

1. GENERAL TERMS OF CONVEYANCE

1.1 Conveyance by Deed.

1.1.1 **Deed.** Subject to the terms, covenants and conditions of this Agreement, at Closing Multnomah County will convey the Property by the Deed to Provider.

1.1.2 **Closing.** The conveyance of the Property to Provider shall occur in an escrow closing at the office of the Escrow Agent May 5, 2008, or sooner if required for Provider's closing of financing (the "Closing Date"), subject to extension to not later than the Final Termination Date as provided in Section 1.6.3. or such earlier date as the parties may agree to in writing. At Closing, Provider shall accept such conveyance from Multnomah County.

1.2 **Conveyance of Property.** Upon satisfaction of the Conditions Precedent to Conveyance provided in Section 1.6 hereof, Multnomah County will convey the Property to Provider by Deed.

1.3 **Consideration for Conveyance of the Property.** . The sole consideration for the Property is Provider's preparation of the Property and performance of the Services and Provider's other covenants contained in this Agreement.

1.4 Title Review.

1.4.1 Within ten (10) days after the Effective Date, Multnomah County will deliver to Provider a preliminary title report and copies of all exception documents (the "Title Report"). Provider will have twenty (20) days after receiving the Title Report to notify Multnomah County in writing if Provider objects to any item in the Title Report. Those items to which Provider does not object are the "Permitted Exceptions". If Provider objects to any item, then Multnomah County shall have twenty (20) days after receiving Provider's written objection to notify Provider in writing of its intention to remove or not remove the objected to exceptions to title prior to Closing. If Multnomah County does not give its response to Provider's objections within the twenty (20) day time period or if Multnomah County refuses to remove any such objected to exceptions, Provider shall have twenty (20) days to terminate this Agreement by written notice to Multnomah County. If Provider does not terminate the Agreement, the

exceptions that Provider originally objected to and that Multnomah County refused to remove or failed to respond to will be deemed additional Permitted Exceptions.

1.4.2 From and after the Effective Date, Multnomah County will not suffer or permit any liens, encumbrances or other exceptions to title to the Property without Provider's prior written consent, which consent shall not be unreasonably withheld. Provider may obtain an update to the Title Report at any time prior to the Closing. Provider shall promptly give to Multnomah County a copy of any updated Title Report. Provider may object to Multnomah County in writing to any exceptions (which are not Permitted Exceptions or which have not been approved by Provider as provided in this Section 1.4.2) to title that appear on the updated Title Report as a result of Multnomah County's actions or inactions. Within ten (10) days of Provider's written notice to Multnomah County described in the preceding sentence, Multnomah County shall remove the objected to exceptions to title prior to Closing. If Multnomah County fails to remove any such objected to exceptions, Provider may terminate this Agreement with ten (10) days written notice to Multnomah County or seek extension of the Closing Date pending removal of those exceptions that are capable of removal. The Permitted Exceptions identified and established pursuant to Section 1.4.1 above together with any exceptions that Provider approves pursuant to this Section 1.4.2 are the "Final Permitted Exceptions".

1.5 Title Insurance, Survey, Property Taxes and Closing Costs.

1.5.1 Multnomah County shall have no obligation to obtain title insurance coverage for the conveyance of the Property. Provider can elect at its sole cost and expense to obtain title insurance coverage at closing on the Property. Multnomah County agrees to execute any affidavits or other documents required by the Escrow Agent to enable Provider to obtain such coverage.

1.5.2 The costs for recording a Memorandum of this Agreement, the Deed and any other documents required by Provider to be recorded will be paid by Provider. Each Party shall pay one-half (1/2) of any escrow fees charged by Escrow Agent. All other Closing costs, if any, shall be allocated in accordance with the customary practice in Multnomah County. Provider's obligation to pay property taxes on the Property will be limited to the taxes after the Closing Date. Provider shall be responsible for the Property's pro-rated share of special assessments, or any payments on special assessments, due after the Closing Date.

1.6 Conditions Precedent to Conveyance.

1.6.1 **Conditions.** Provider and Multnomah County are not obligated to Close the Conveyance unless the following conditions are satisfied to the reasonable satisfaction of the benefited Party. The Party benefited by a particular condition shall not unreasonably withhold, condition or delay acknowledgment that the condition has been satisfied.

(a) To the satisfaction of both Multnomah County and Provider, there shall be no litigation pending that prevents Multnomah County or Provider from performing their respective obligations under this Agreement.

(b) To Provider's reasonable satisfaction:

(i) Any required building permits shall have been issued by the City of Portland.

(ii) Provider shall have determined that Multnomah County has title to the Property subject only to the Final Permitted Exceptions.

(iii) Provider's lenders shall have agreed to the final form of the Deed and any documents necessary to close the private financing.

(iv) Escrow Agent shall have issued to Provider a binding commitment (a) to issue to Provider an Owner's Extended Title Insurance Policy covering the Property in an amount not less than the total cost of performing the Project in form and substance satisfactory to the Provider, subject only to the Final Permitted Exceptions; and (b) to issue a Lender's Extended Title Insurance Policy covering the fee interest in the Property in the amount of the loans to be provided to Provider in form and substance satisfactory to any lender identified by Provider.

(v) Multnomah County's representations and warranties stated in Section 1.7 herein are true and correct as of the Closing Date.

(vi) Provider shall have obtained financing for the Project reasonably satisfactory to Provider.

(vii) Multnomah County shall not be in default under any material term or condition of this Agreement. As of Closing, if requested by Provider, Multnomah County shall represent to Provider that there are no material defaults by Multnomah County under this Agreement or events which with the passage of time would constitute a material default by Multnomah County under this Agreement.

(viii) Provider shall have secured all land use approvals for the Project required by the City of Portland and no appeal of any required approval or permit shall have been filed, and the time for any such appeal shall have expired. If an appeal has been filed, it shall have been finally resolved.

(ix) Provider shall have reviewed and approved the results of its due diligence investigation of Project feasibility including, without limitation, survey, title, geotechnical, environmental, land use, parking and financing.

(x) Multnomah County has made available to Provider a copy of all surveys, studies, reports and other documents or information in Multnomah County's possession or reasonably available to Multnomah County regarding the Property ("Seller's Documents") and shall, upon request by Provider, assist Provider with obtaining updates or reliance letters from the providers thereof, at Provider's expense.

(c) To Multnomah County's reasonable satisfaction:

(i) Provider shall have provided to Multnomah County certified copies of its articles of incorporation and bylaws and a certificate of existence from the Secretary of State of the State of Oregon, dated no earlier than 30 days prior to the Closing Date.

(ii) Provider shall have provided to Multnomah County a certified copy of the resolution adopted by its board of directors, authorizing execution of this Agreement and performance of the transactions contemplated hereby.

(iii) Provider shall not be in default under any material term or condition of this Agreement. As of Closing, Provider shall represent to Multnomah County that there are no material defaults by Provider under this Agreement or events which with the passage of time would constitute a material default by Provider under this Agreement.

(iv) Provider's representations and warranties stated in Section 1.8 herein are true and correct as of the Closing Date.

(v) Provider shall have demonstrated financial feasibility for the Project by closing adequate financing to fund the Project or by providing to Multnomah County copies of binding commitment letters for financing from lenders, subject to standard conditions to closing, and consistent with the Project Budget.

(vi) Provider shall have obtained the approvals and agreements described in Section 1.6.1 (b) (i), (iii), (vi) and (viii).

(vii) The plans approved for building permit describe facilities that are adequate to provide the Services described in Exhibit D, with the number and configuration of units described in Exhibit C.

1.6.2 Elections upon Non-Occurrence of Conditions. Except as provided below, if any condition in Section 1.6.1 is not fulfilled to the reasonable satisfaction of the benefited Party or Parties on the Closing Date, subject to any extension that may be granted pursuant to this Section 1.6, then such benefited Party may elect to:

(a) Terminate this Agreement by written notice to the other Party, which termination shall become effective sixty (60) days after the notice of termination is given ("Termination Date") unless, before the sixty (60) day period ends, the other Party fulfills such condition or conditions to the reasonable satisfaction of the benefited Party or Parties; or

(b) Waive in writing the benefit of that condition precedent to its obligation to perform under this Agreement, and proceed in accordance with the terms hereof; or

(c) Extend the Termination Date by which the other Party must satisfy the applicable condition, if the other Party can satisfy the condition and if the other Party agrees in writing to the extension.

1.6.3 Final Termination Date. If all of the conditions precedent under Section 1.6.1 have not been satisfied, waived or otherwise resolved pursuant to this Agreement by the date sixty (60) days after the Closing Date, then this Agreement shall automatically terminate 60 days after the Closing Date ("Final Termination Date") unless the Final Termination Date is extended by agreement of the Parties prior to Final Termination Date, or unless the failure of satisfaction of the conditions precedent is the result of Unavoidable Delay as defined in Section 7.9.1. The maximum extension of the Final Termination Date shall be 90 days from the Closing Date. If the Agreement is terminated for failure of satisfaction of any of the conditions precedent, and such failure is not the result of a breach of this Agreement by either Party, then

the obligations of the Parties to each other under this Agreement shall terminate, with neither obligations nor remedies accruing to either Party.

1.7 Multnomah County Representations and Warranties. Multnomah County represents that, except as disclosed in Seller's Documents:

1.7.1 Except as has been disclosed to Provider in the Environmental Report and to Multnomah County's knowledge, there has been no generation, manufacture, refinement, transportation, treatment, storage, handling, disposal, transfer, Release or production of Hazardous Substances, or other dangerous or toxic substances or solid wastes on the Property, or underground storage tanks existing on the Property, except in compliance with Environmental Laws currently in effect, and Multnomah County has not received notice of the Release of any Hazardous Substances on the Property.

1.7.2 Multnomah County has full power and authority to enter into and perform this Agreement in accordance with its terms, and all requisite action has been taken by Multnomah County in connection with the execution of this Agreement and the transactions contemplated hereby.

1.7.3 Multnomah County is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

1.7.4 To Multnomah County's knowledge there is no litigation, action, suit, or any condemnation, environmental, zoning, or other government proceeding pending or threatened, which may affect the Property, Multnomah County's ability to perform its obligations under this Agreement or Provider's ability to perform the Project except that Provider is advised that the City of Portland Fire Marshall has determined that additional fire safety improvements are required to be installed at the Property.

1.7.5 To Multnomah County's knowledge, and except as disclosed in writing to Provider, the Property is in compliance with all applicable laws, rules, regulations, ordinances and other governmental requirements ("Laws").

1.7.6 To Multnomah County's knowledge, Multnomah County has not received or given any notice stating that the Property is in violation of any Laws; provided, however that Multnomah County makes no representation as to the availability or suitability of utility connections to the Property. Provider acknowledges, in particular, that the electrical service to the building is not adequate for the Project.

1.7.7 No representation, warranty or statement of Multnomah County in this Agreement or any of the exhibits attached contains any untrue statement of a material fact or omits a material fact necessary to make the statements of facts contained herein not misleading.

1.7.8 To Multnomah County's knowledge, as of the date hereof, there are no defaults by Multnomah County under this Agreement or events that with the passage of time would constitute a default of Multnomah County under this Agreement.

1.7.9 As used in this section, "**Multnomah County's knowledge**" shall mean the actual knowledge of the managerial and supervisory personnel of Multnomah County having

direct responsibility for the supervision of the Property, without any duty of inquiry or investigation.

1.8 Provider Representations and Warranties. Provider represents that:

1.8.1 Provider has full power and authority to enter into and perform this Agreement in accordance with its terms, and Provider has taken all requisite action in connection with the execution of this Agreement and the transactions contemplated hereby.

1.8.2 No representation, warranty or statement of Provider in this Agreement or any of the exhibits attached contains any untrue statement of a material fact or omits a material fact necessary to make the statements of facts contained herein not misleading.

1.8.3 As of the date hereof there are no defaults by Provider under this Agreement or events that with the passage of time would constitute a default of Provider under this Agreement.

1.8.4 Provider enters into this Agreement without reliance upon any verbal representation of any kind by Multnomah County, its employees, agents or consultants regarding any aspect of the Property, the Project, its feasibility, financing or compliance with any governmental regulation.

2. PREPARATION OF THE PROPERTY

2.1 **Permits.** Provider, at its own cost, will design, perform, fund and obtain permits for the Project.

2.2 Termination of Leases; Relocation of Tenants

2.2.1 Multnomah County, without any expense to Provider, will terminate all leases on the Property and relocate or evict all tenants no later than the Closing Date. Multnomah County agrees that it will not lease any portion of the Property to any tenant after the Effective Date.

2.2.2 Multnomah County will be responsible for compliance with all Uniform Relocation Act requirements. Provider shall not be responsible for relocation expenses of any tenants on the Property.

2.3 **Utility Service.** Multnomah County makes no representation as to the availability or suitability of utility connections to the Property. Provider shall pay any and all costs of removal, installation, connection, or upgrade of new or existing utilities to serve the Project.

2.4 **Subsurface and Surface Conditions.** The Property shall be conveyed from Multnomah County to Provider in "AS IS" condition. Except as otherwise specifically provided in this Agreement, Multnomah County makes no warranties or representations as to the suitability of the soil conditions or any other conditions of the Property for any improvements to be performed by the Provider, and, except for representations and warranties otherwise provided by Multnomah County in this Agreement, Provider warrants that it has not relied on any representations or warranties made by Multnomah County as to the environmental condition, the

suitability of the soil conditions or any of the conditions of the Property for any improvements to be performed by the Provider. Except for breach of any of Multnomah County's representations and warranties expressly set forth in this Agreement, Provider agrees that Multnomah County will not be liable for any loss, cost or damage that may be caused or incurred by Provider by reason of any such soil or physical conditions on the Property. Multnomah County shall allow Provider free access to Multnomah County's records with respect to such conditions.

2.5 Plan Review and Approval. Provider shall submit plans to Multnomah County for review and approval prior to the Closing Date. Multnomah County's approval shall be limited to a determination whether the plans describe facilities that are adequate to provide the Services described in Exhibit D, with the number and configuration of units described in Exhibit C..

3. COMPLETION OF PROJECT

3.1 Project Financing. Provider will be responsible for obtaining all financing and equity funds necessary to acquire the Property and complete the Project.

3.2 Diligent Completion. Subject to the terms and conditions of this Agreement, Provider covenants to diligently pursue and complete the Project within sixteen (16) months after the Closing Date, subject to Unavoidable Delays as provided in Section 7.9.1.

3.3 Inspection and Property Access. Subject to the terms of any existing leases, before conveying the Property to Provider, and pursuant to a written permit of entry, Multnomah County shall allow Provider and Provider's employees, agents and consultants to enter upon the Property, at all reasonable times whenever and to the extent necessary to carry out the purposes of this Agreement. The Parties acknowledge that prior to the Effective Date Provider has had access to the Property pursuant to a Permit of Entry executed by the Parties

3.4 Use of the Property. Provider covenants and agrees for itself, its successors, its assigns and every successor-in-interest to the Property or any part thereof, that upon completion of the Project, Provider and such successors and assignees will devote the Property to use as Affordable Housing, Permanent Supportive Housing and performance of the Services consistent with the provisions of Exhibits C and D, which use will continue for at least the Extended Use Period. This Section 3.4 shall run with the land and survive the issuance of any Certificate of Initial Compliance.

3.5 Project Completion. The project shall be deemed complete ("Project Completion") when the work described in the building permits issued by the City of Portland has been finally approved by City of Portland and Provider has commenced providing the Services.

3.6 Staffing and Operation of Project. Provider covenants and agrees that from and after the Effective Date, Jim Hlava, will be the full-time representative with authority to act on behalf of the Provider. Provider's project manager for construction will be Winkler Development Company. Provider will own, operate and maintain the Project at its sole cost and expense.

3.7 Certificate of Initial Compliance.

3.7.1 When Provider is Entitled to Certificate of Initial Compliance. Upon Provider's request after Project Completion, Multnomah County will furnish Provider with a Certificate of Initial Compliance for the Project substantially in the form attached hereto as Exhibit E.

3.7.2 Meaning and Effect of the Certificate of Initial Compliance. The Certificate of Initial Compliance shall provide for termination of obligations under this Agreement and limitation of remedies of Multnomah County as expressly provided for therein.

3.7.3 Form of Certificate of Initial Compliance; Procedure Where Multnomah County Refuses to Issue. A Certificate of Initial Compliance shall be in the form attached as Exhibit E. If Multnomah County refuses or fails to provide a Certificate of Initial Compliance in accordance with this section, then Multnomah County, within fifteen (15) days after Provider provides a written request together with reasonably satisfactory proof of Project Completion, shall provide Provider with a written statement indicating in detail in what respects Provider has failed to provide such proof of Project Completion and what measures or acts Provider must take or perform to obtain such Certificate of Initial Compliance. Multnomah County's failure to furnish Provider with such detailed written statement within such fifteen (15) day period shall be deemed Multnomah County's approval of Provider's request for the Certificate of Initial Compliance.

4. ENVIRONMENTAL MATTERS

4.1 Indemnification. Provider shall be responsible for compliance with all Environmental Laws with respect to its business and the operation of the Project from and after the Closing Date, except for matters caused in whole or in part by the act or failure to act of Multnomah County, its employees, agents, contractors, or invitees. Provider shall defend, indemnify and hold harmless Multnomah County, its successors and assigns, against any and all damages, claims, losses, liabilities and expenses, including, without limitation, reasonable legal, accounting, consulting, engineering and other expenses which may be imposed on or incurred by Multnomah County, its successors or assigns, or asserted against Multnomah County, its successors or assigns, by any other party or parties, including, without limitation, a governmental entity, arising out of or in connection with any violation of Environmental Laws by Provider, except to the extent caused by the negligence or intentional misconduct of Multnomah County or the falsity of any representation or warranty of Multnomah County set forth in this Agreement. Except for matters caused in whole or in part by the act or failure to act of Provider, its employees, agents, contractors, or invitees, Multnomah County, subject to the conditions and limitations of Article XI, Section 10 of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, shall defend, indemnify and hold harmless Provider, its successors and assigns, against any and all damages, claims, losses, liabilities and expenses, including, without limitation, reasonable legal, accounting, consulting, engineering and other expenses which may be imposed on or incurred by Provider, its successors or assigns, or asserted against Provider, its successors or assigns, by any other party or parties, including, without limitation, a governmental entity, arising out of or in connection with any violation of Environmental Laws by Multnomah County. The indemnities set forth in this Section 4.1 shall survive the termination of this Agreement and the issuance of any Certificate of Initial Compliance.

4.2 Contribution. The foregoing indemnity does not limit any rights of contribution

that the Parties may have against others under applicable law or agreement. The indemnity is intended only as an allocation of responsibility between the Parties to this Agreement.

5. ASSIGNMENT PROVISIONS

5.1 Transfers Before Certificate Issuance. Because it is a municipal entity, Multnomah County is uniquely benefited by the Project. Provider is uniquely qualified to perform the Project. Except as provided in Section 5.2, Provider shall not, prior to the issuance of the Certificate of Initial Compliance, partially or wholly dispose of or agree to dispose of Provider's interest in this Agreement without the prior written approval of Multnomah County.

5.1.1 Multnomah County may require as conditions to such approval that:

- (a) The transfer is not in violation of other provisions of this Agreement; and
- (b) Any proposed transferee shall have qualifications and financial responsibility acceptable to Multnomah County in its sole discretion; and
- (c) The transfer will not cause a material delay in the completion of the Project.

5.1.2 This prohibition will not apply to any sale of the Property at foreclosure (or a conveyance of the Property in lieu of foreclosure) pursuant to foreclosure thereof by a lender.

5.1.3 The provisions of this Agreement (including, without limitation, this Section) will not prevent, prior to the issuance of the Certificate of Initial Compliance, the granting of easements, licenses or permits to facilitate the Project provided that all such easements, licenses or permits shall be subject to the prior approval of Multnomah County, which approval shall not be unreasonably delayed or withheld.

5.2 Approved Transfers. Notwithstanding Section 5.1 above, and provided that Provider provides Multnomah County with copies of all agreements related to the transfer at least fifteen (15) days prior to the effective date of the proposed transfer, and any other information reasonably necessary for Multnomah County to determine whether such transfer complies with the requirements of this Agreement, Multnomah County hereby consents to:

5.2.1 Any Mortgage(s) which Provider may cause to attach to the Property provided that Multnomah County has approved the terms of the Mortgage, which approval shall not be unreasonably withheld;

5.2.2 Any transfer of all or a part of the Project or other rights in the Project to any Affiliate of Provider, provided that no provisions of the transfer are in violation of the terms of this Agreement; and

5.2.3 Transfer to a partnership, limited liability company or limited partnership, or joint venture with Provider or any Affiliate of Provider remaining the managing member or general partner of such entity and retaining principal operational control over the entity. In the

event of such transfer, Provider shall remain fully responsible to Multnomah County for the performance of this Agreement through Multnomah County's issuance of the final Certificate of Initial Compliance for the Project, and through the Extended Use Period with respect to the Services.

5.3 Transfers After Certificate Issuance. After Multnomah County's issuance of a Certificate of Initial Compliance for the Project, Provider may transfer its interest, or portions of its interest in the Project or this Agreement, without restriction, consent or approval by Multnomah County, provided such transfer is subject to the requirements of Section 3.4.

6. PERMITTED MORTGAGES

6.1. Effect of Revesting on Mortgages. Any reversion and revesting of the Property or any portion thereof in Multnomah County and all other post-conveyance rights and remedies of Multnomah County pursuant to this Agreement shall always be subordinate and subject to and limited by, and shall not defeat, render invalid, or limit in any way any lien, Mortgage, or security interest approved by Multnomah County and authorized by this Agreement.

6.2. Mortgagee Not Obligated To Complete. Notwithstanding any of the provisions of the Agreement, a Mortgagee or its designee for purposes of acquiring title at foreclosure shall in no way be obligated by the provisions of this Agreement to complete the Project or to guarantee such completion.

6.3. Copy of Notice of Default to Mortgagee. If Multnomah County delivers any notice or demand to Provider with respect to any breach of or default by Provider in its obligations or covenants under this Agreement, Multnomah County shall at the same time send a copy of such notice or demand to each Mortgagee approved by Multnomah County at the last address of such holder shown in the records of Multnomah County.

6.4. Mortgagee's Options to Cure Defaults. After any default in or breach of this Agreement by Provider where Provider fails to cure or remedy said default or breach, each Mortgagee and investor in the Project may, at its option, cure or remedy such breach or default within thirty (30) days after passage of the latest date for Provider's cure of the default, or such longer period as may be required to cure the default with diligence, and if permitted by its loan documents, to add the cost thereof to the Mortgage debt and the lien of its Mortgage. If the breach or default is with respect to completion of the Project, nothing contained in this Agreement shall be deemed to prohibit such Mortgagee, either before or after foreclosure or action in lieu thereof, from completing the Project, provided that the Mortgagee notifies Multnomah County in writing of its intention to complete the Project in accordance with this Agreement. Any Mortgagee who properly completes the Project and is substantially providing the Services shall be entitled to issuance of a Certificate of Initial Compliance, upon written request made to Multnomah County following the procedures set forth in Section 3.7 above.

6.5. Amendments or Subordination Agreements Requested by Mortgagee. Multnomah County shall execute amendments to this Agreement or separate agreements to the extent reasonably requested by an investor in the Project, or Mortgagee proposing to make a loan to Provider secured by a security interest in all or any part of the Property and/or the Project, provided that such proposed amendments or other agreements do not materially and adversely affect the rights of Multnomah County or its interest in the Property. Multnomah County agrees

to execute a standard form of mortgage subordination relating to the Property presented by any proposed Mortgagee with respect to a Mortgage. Multnomah County may require that Multnomah County be made an additional beneficiary of any restrictive use or other covenants required by a proposed Mortgagee as a condition of Multnomah County's subordination.

7. DEFAULT; REMEDIES

7.1. Default and Cure.

7.1.1. Default by Provider. A default shall occur if Provider breaches any material provision of this Agreement, whether by action or inaction, and such breach continues and is not remedied within thirty (30) days after Provider receives written notice from Multnomah County specifying the breach. In the case of a breach which cannot with due diligence be cured within a period of thirty (30) days, a default shall occur if Provider does not commence the cure of the breach within thirty (30) days after Provider receives written notice from Multnomah County and thereafter diligently prosecute to completion such cure within one hundred twenty (120) days after the written notice from Multnomah County. A default also shall occur if Provider makes any assignment for the benefit of creditors, or is adjudicated a bankrupt, or has a receiver, trustee or creditor's committee appointed over it that is not removed within sixty (60) days after appointment. Default shall occur, and Multnomah County shall be irreparably harmed by such default, if Provider or its assignee does not substantially provide the Services. Provider shall not be in default hereunder for failure to pay any tax, assessment, lien or other charge if Provider in good faith is contesting the same and has furnished an appropriate bond or other undertaking to assure payment in the event Provider's contest is unsuccessful.

7.1.2. Default by Multnomah County. A default shall occur if Multnomah County breaches any material provision of this Agreement including, without limitation, Multnomah County's failure to perform any obligation which is the responsibility of Multnomah County when such performance is due, whether by action or inaction, and such breach continues and is not remedied within thirty (30) days after Multnomah County receives written notice from Provider specifying the breach or, in the case of a breach which cannot with due diligence be cured within a period of thirty (30) days, if Multnomah County shall not within such thirty (30) day period commence the cure of the breach and thereafter diligently prosecute to completion such cure within one hundred twenty (120) days after written notice from Provider.

7.2. Multnomah County's Pre-Conveyance Remedies. If Provider defaults in any material term of this Agreement before the Property is conveyed to Provider, Multnomah County may, at its option: (i) terminate this Agreement by written notice to Provider, without waiving any cause of action Multnomah County may have against Provider; or (ii) seek monetary damages against Provider. If Multnomah County terminates this Agreement as provided in this Section 7.2 then Provider shall deliver to Multnomah County within thirty (30) days after such termination, copies of all documents related to the Project, including but not limited to Property market research, design documents, engineering documents, proformas and financial projections prepared by Provider or prepared for Provider by unrelated third parties, and which Provider is authorized to release. Provider shall further execute such documents as may be necessary to assign Provider's rights in and to any permits, contracts or other agreements which Multnomah County requests be assigned. Project contracts may be used by Multnomah County in any manner that Multnomah County deems appropriate with the consent of any party (other than Provider) having approval rights thereunder.

7.3. Restoration. If, prior to Project Commencement (including the period prior to Closing), Provider modifies the Property and Provider fails to acquire the Property, Provider agrees to restore the Property to substantially the condition that existed prior to the time that Provider performed any activities thereon, or to such condition as Multnomah County shall reasonably approve. This provision shall apply to modifications to the Property prior to the Effective Date under a Permit of Entry granted to Provider by Multnomah County.

7.4. Multnomah County's Post-Conveyance Remedies. If, after Closing, Provider fails to obtain the required Certificate of Initial Compliance because of Provider's material failure to take the actions required under Section 3.4 hereof, then Multnomah County may demand in writing that Provider cure such default within sixty (60) days. If Provider does not cure the default within the sixty (60) day period (or in the case that such default is not curable within said sixty (60) day period, if Provider shall have not commenced and be diligently pursuing such cure to completion), then such action or inaction shall create in Multnomah County the following remedies:

7.4.1. Right to Re-enter. Subject to the rights of a Mortgagee to cure a default and to the other Mortgagee protections specified in Section 6, Multnomah County shall have the right to re-enter and take possession of the Property and terminate Provider's right to perform the Project. It is the intent of this provision together with other provisions of this Agreement, that the conveyance of the Property to Provider shall be made upon, and that the Deed to the Property shall provide for, a condition subsequent to the effect that in the event of failure by Provider to remedy, end or abrogate such default, within the period and in the manner stated, then Multnomah County, at its option, may upon 60 days written notice ("Notice of Termination") to Provider and the Escrow Agent declare a termination in favor of Multnomah County of the title, and of all the rights and interest in the Property. Upon delivery of such Notice of Termination, all the title and rights and interest in the Property conveyed to Provider by Deed, or to any successors or permitted assigns of Provider, shall be reconveyed to Multnomah County by quitclaim deed and pursuant to the escrow instructions, each as set forth in Exhibit F. Any delay by Multnomah County in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section 7.4 shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that Multnomah County should not be constrained because of concepts of waiver, laches or estoppel so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section or otherwise to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by Multnomah County with respect to any specific default by the Provider be considered or treated as a waiver of the rights of Multnomah County with respect to any other defaults by the Provider or with respect to any particular default except to the extent specifically waived.

7.4.2. Right to Cure. Multnomah County has the right to cure the Provider's default under this Agreement so long as default is not related to the Provider's failure to commence preparations for the Project. In the event Multnomah County cures such default, Multnomah County may make demand upon the Provider for reimbursement of all reasonable costs associated with such cure within thirty (30) days of demand. Interest on any such costs shall run at the legal rate in Oregon from the date or dates such costs were incurred.

7.5. Multnomah County Resale.

7.5.1. Multnomah County Completion, Resale. In the event that the title to the Property shall revert in Multnomah County in accordance with Section 7.4, Multnomah County may, at its option and subject to rights of Mortgagees, finish the Project as deemed necessary by Multnomah County, use commercially reasonable efforts to resell at a reasonable price the Property and all improvements (subject to the rights of the Mortgagees) as soon as and in such manner as Multnomah County shall find feasible to a qualified and responsible party or parties (as determined by Multnomah County in its sole discretion) who will assume the obligation of finishing the Project, or, subject to the rights of the Mortgagees take such other action as may be in the best interests of Multnomah County.

7.5.2. Application of Proceeds from Resale. Upon such resale, and subject to the rights of any Mortgagee, the proceeds thereof shall be applied as follows:

(a) **Multnomah County.** First, to Multnomah County on its own behalf, to reimburse it for all costs and expenses reasonably incurred by it in retaking, completing and selling the Property and its improvements, including, but not limited to, salaries of personnel in connection with the recapture, management and resale of the Property; finish performing the Project which was Provider's responsibility to perform but was done by or on behalf of Multnomah County; all taxes, assessments, and water and sewer charges with respect to the Property or part thereof; any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of reversion of title thereto in Multnomah County or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Provider, its successors or transferees excluding any mortgage if the Property and/or the improvements are sold subject to such mortgage; any expenditures made or obligations incurred with respect to the performing the Project or the Services; any amounts paid to the State of Oregon or the City of Portland, Oregon as lease or license fees, legal fees and costs and any amounts otherwise owing Multnomah County by the Provider and its successor or transferee;

(b) **Provider.** Second, to reimburse the Provider for any costs or expenses paid or incurred by the Provider in performing the Project, or for which Provider remains liable, in making any of the improvements on the Project or part thereof, less any gains or income withdrawn or made as to the Project; and

(c) **Balance to Multnomah County.** Third, any balance remaining after any reimbursements described above shall be retained by Multnomah County as its property.

7.6. Provider's Pre-Conveyance Remedies. If Multnomah County fails to perform any obligation under this Agreement, Provider may, at its option: (i) terminate this Agreement by written notice to Multnomah County without waiving any cause of action Provider may have against Multnomah County; (ii) specifically enforce the obligations of Multnomah County under this Agreement; and (iii) seek monetary damages against Multnomah County.

7.7. Provider's Post-Conveyance Remedies. In the event of Multnomah County's material default after Multnomah County conveys the Property to Provider, Provider may specifically enforce the obligations of Multnomah County under this Agreement, and seek monetary damages against Multnomah County.

7.8. Nonexclusive Remedies. The rights and remedies provided by this Agreement shall not be deemed exclusive, except where otherwise indicated, and shall be in addition to any and all rights otherwise available at law or in equity. The exercise by either Party of one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or of any of its remedies for any other default by the other Party, including, without limitation, the right to compel specific performance. Any limitation of remedies set forth herein should not limit or affect the obligations of a Party under any contractual indemnities set forth herein.

7.9. Force Majeure.

7.9.1. Neither a Party nor a Party's successor in interest shall be considered in breach of or in default with respect to any obligation created hereunder or progress in respect thereto if the delay in performance of such obligations (the "Unavoidable Delay") is due to causes that are beyond its control, and without its fault or negligence, including but not limited to (a) acts of God, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquake, explosion, mob violence, and riot, (b) inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, (c) litigation or arbitration relating to zoning or governmental action or inaction pertaining to the Project, delay in the issuance of necessary permits for the Project not caused by the fault of Provider, (d) any reduction of funding by any governmental entity of any of the programs or sources described in Exhibit D, (e) any sustained vacancy attributable to the Permanent Supportive Housing units that cannot be mitigated with PSA Risk Mitigation Pool funds available to Provider and which threatens the Property's financial stability, or (f) malicious mischief, unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar events and/or occurrences beyond the control of such Party; provided, however, that Multnomah County may not rely on the references herein to acts of the government or governmental action or inaction to excuse its own delays.

7.9.2. It is the purpose and intent of this provision that, in the event of the occurrence of any such Unavoidable Delay, the time or times for performance of the obligations of Multnomah County or Provider, as the case may be, shall be extended for the period of the Unavoidable Delay; provided, however, that the Party seeking the benefit of this Section shall, within five (5) after the Party becomes aware of the causes of any such Unavoidable Delay, notify the other Party in writing of the cause or causes of the delay and the estimated time of correction. The period(s) of Unavoidable Delay for matters listed Section 7.9.1 shall not exceed 180 days in the aggregate.

8. MISCELLANEOUS PROVISIONS

8.1. Discrimination. Provider, for itself and its successor and assigns, agrees that during the preparations for the Project, Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income.

8.2. Notice. Any notice or communication under this Agreement by either Party to the other shall be deemed given and delivered (a) forty-eight (48) hours after being dispatched by registered or certified U.S. mail, postage prepaid, return receipt requested, or (b) when received if personally delivered, and:

In the case of a notice to Provider, addressed as follows:

Cascadia Housing, Inc.
3034 NE Martin Luther King Jr. Blvd.
Portland, Oregon 97212

Mailing address:
PO Box 9275
Portland, OR 97207-9275
Attn: Jim Hlava

with a copy to:

Schwabe, Williamson & Wyatt, P.C.
1211 SW Fifth Avenue, Suites 1500-1900
Portland, Oregon 97204
Attn: Roy D. Lambert

In the case of a notice or communication to Multnomah County, addressed as follows:

Director, Department of County Human Services
421 SW Oak
Portland, OR 97204

and

Director
Multnomah County Facilities and Property Management
401 North Dixon
Portland, Oregon 97227

with a copy to:

Multnomah County Attorney
501 SE Hawthorne Blvd., Suite 500
Portland, OR 97214

or addressed in such other way in respect to either Party as that Party may, from time to time, designate in writing dispatched as provided in this Section. Notice given in any other manner shall be effective upon receipt by the Party for whom the same is intended.

8.3. Participation in Special Programs. Provider must comply with all applicable provisions of Federal or state statutes concerning equal employment opportunities for persons engaged in the Project.

8.4. Merger. None of the provisions of this Agreement are intended to or shall be merged by reason of any Deed transferring title to the Property from Multnomah County to Provider or any successor in interest, and any such Deed shall not be deemed to affect or impair

the provisions and covenants of this Agreement, but shall be deemed made pursuant to this Agreement.

8.5. **Headings.** Titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

8.6. **Waivers.** No waiver made by either Party with respect to the performance, or manner or time thereof, of any obligation of the other Party or any condition inuring to its benefit under this Agreement shall be considered a waiver of any other rights of the Party making the waiver. No waiver by Multnomah County or Provider of any provision of this Agreement or any breach thereof shall be of any force or effect unless in writing; and no such waiver shall be construed to be a continuing waiver.

8.7. **Attorneys' Fees.** If a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under the U.S. Bankruptcy Code, is instituted to interpret or enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by law. This provision shall cover costs and attorney fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

8.8. **Choice of Law.** Oregon law shall govern this Agreement.

8.9. **Construction.** In construing this Agreement, singular pronouns shall be taken to mean and include the plural and the masculine pronoun shall be taken to mean and include the feminine and the neuter, as the context may require.

8.10. **Legal Purpose.** Provider agrees that it shall use the Property solely for lawful purposes.

8.11. **Severability.** If any clause, sentence or any other portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law,

8.12. **Entire Agreement.** This Agreement and the attachments hereto are the entire agreement between the Parties. There is no other oral or written agreement between the Parties with regard to this subject matter. There are no oral or written representations made by either Party, implied or express, other than those contained in this Agreement.

8.13. **Amendments and Modifications.** Any modifications to this Agreement shall be made in writing and executed by both Parties, and approved by Multnomah County. The Parties recognize that circumstances may change and that it may be in the interest of both Parties that this Agreement be amended from time to time. For this reason, each Party will consider changes that may be proposed by the other during the term of this Agreement. The Chair, Multnomah County Board of County Commissioners shall have the authority to approve modifications to this

Agreement on behalf of Multnomah County.

8.14. Successors and Assigns. Subject to the provisions of Section 5, the benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors and assigns of the Parties.

8.15. Place of Enforcement. Any action or suit to enforce or construe any provision of this Agreement by any Party shall be brought in the Circuit Court of the State of Oregon for Multnomah County, or the United States District Court for the District of Oregon in Portland, Oregon.

8.16. No Partnership. Nothing contained in this Agreement or any acts of the Parties hereby shall be deemed or construed by the Parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or any association between any of the Parties.

8.17. Non-waiver of Government Rights. Subject to the terms and conditions of this Agreement, by making this Agreement and delivery of the Deed, Multnomah County is specifically not obligating itself or any other agency with respect to any discretionary action relating to preparations for or operation of the Project, including, but not limited to funding of Services, or rezoning, variances, environmental clearances or any other governmental approvals which are or may be required, except as expressly set forth herein.

8.18. Approvals. Where approvals of Multnomah County are required, Multnomah County will approve or disapprove within fifteen (15) business days after receipt of the material to be approved, except where a longer or shorter time period is specifically provided to the contrary. Failure by Multnomah County to approve or disapprove within said period of time shall be deemed a disapproval, except as otherwise expressly provided herein. If Multnomah County fails to approve within the 15-day period, the Provider may resubmit the material to be approved in its discretion. If Multnomah County fails to approve or disapprove within the second 15-day period, such Multnomah County failure shall be deemed an approval. Any disapproval shall state in writing the reasons for such disapproval. Approvals will not be unreasonably withheld, except where rights of approval are expressly reserved to Multnomah County's sole discretion in this Agreement. Provider, upon receipt of such disapproval, shall revise such disapproved portions in a manner responsive to the stated reasons for disapproval and resubmit the same to Multnomah County within forty-five (45) days after receipt of the notice of disapproval.

8.19. Approval by Multnomah County. Unless specified to the contrary elsewhere in this Agreement as to a particular consent or approval, whenever consent or approval by Multnomah County is required under the terms of this Agreement, all such consents or approvals shall be given in writing from the Chair, Board of County Commissioners or from such other Multnomah County staff as the Chair has designated to give approvals.

8.20. Recording of Memorandum of Agreement. So long as Provider is not in default herein Provider may at any time record a Memorandum of this Agreement. The form of the Memorandum of Agreement is attached as Exhibit G to this Agreement. When Multnomah County issues to Provider a Certificate of Initial Compliance or if the Agreement is terminated, the Parties shall cooperate to promptly execute and record an appropriate Amended

Memorandum of Agreement or Termination of Agreement to reflect the issuance of the Certificate of Initial Compliance or the termination of this Agreement as the case may be.

8.21. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day which is not a Saturday, Sunday or legal holiday. All periods of time shall be deemed calendar days unless specifically designated as Business Days. Business Days shall mean Monday through Friday excluding state or federal legal holidays.

8.22. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.23. Good Faith and Reasonableness. The Parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of a Party being given "sole discretion" or "sole judgment."

8.24. Dispute Resolution. Except as provided below, all disputes arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings. The Parties shall endeavor to resolve any disputes initially by mediation. The mediator shall be an individual mutually acceptable to the Parties. A request for mediation shall be filed in writing with the other Party. The Parties shall share the mediator's fee and any filing fees, equally. The mediation shall be held in Portland, Oregon at a location mutually acceptable to the Parties. The mediation hearing shall occur within thirty (30) days of the request for mediation. Notwithstanding the foregoing, the Parties shall not be required to submit to mediation any claims in equity, such as claims for injunctive relief.

8.25. Time is of the Essence of this Agreement.

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

PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 and 195.305 to 195.336 and SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

Executed in multiple counterparts as of the day and year first above written.

Multnomah County:

By: _____

Ted Wheeler
Chair

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me on _____, 2008, by Ted Wheeler, Chair of the Multnomah County Board of County Commissioners.

Notary Public for Oregon
My Commission expires: _____

Reviewed
AGNES SOWLE, COUNTY ATTORNEY FOR
MULTNOMAH COUNTY

John S. Thomas
Deputy County Attorney

PROVIDER:

Cascadia Housing, Inc.
an Oregon nonprofit corporation

By: _____
Neal Beroz
Its: President

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me on _____, 8, by Neal Beroz as President of Cascadia Housing, Inc. an Oregon nonprofit corporation.

Notary Public for Oregon
My Commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

Lots 1, 2, 3 and the North 10 feet of Lot 4, Block 262, CITY OF PORTLAND, in the City of Portland, County of Multnomah and State of Oregon.

EXHIBIT B

DEED FORM

After recording return to, and until a change is requested, all tax statements shall be sent to the the following address:

Cascadia Housing, Inc.
P.O. Box 9275
Portland, Oregon 97207-9275

BARGAIN AND SALE DEED
(Statutory Form)

Multnomah County, a political subdivision of the state of Oregon, Grantor, conveys to Cascadia Housing, Inc., an Oregon nonprofit corporation, Grantee, the following described real property:

See Attached Exhibit 1

The true consideration for this conveyance is \$ 0. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

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

Dated this ____ day of _____, 2007.

Multnomah County, a political subdivision of
the state of Oregon

By: _____

Name: _____

Title: _____

STATE OF OREGON

)

) SS

COUNTY OF _____

)

This instrument was acknowledged before me this ____ day of _____,
____, by _____, as _____ of Multnomah
County.

Notary Public for Oregon

My commission expires: _____

Exhibit 1

Legal Description

Lots 1, 2, 3 and the North 10 feet of Lot 4, Block 262, CITY OF PORTLAND, in the City of Portland, County of Multnomah and State of Oregon.

EXHIBIT C

PREPARATION OF THE PROPERTY

The Project consists of preparation of the Property for delivery of the Services as follows:

1. The Project facility shall consist of an 80-unit housing complex consisting of 50 studio and 30 one-bedroom apartments designated as follows:
 - 28 Affordable Housing units
 - 25 Permanent Supportive Housing units for individuals with mental health and addictions issues,
 - 25 Permanent Supportive Housing units for chronically homeless individuals, and
 - 2 units (one-bedroom apartments) for Live-in Apartment Managers.
2. The Project includes all of the planning, design, engineering, financing and construction activities necessary to complete the Project.
3. The Project includes all of the preparation of the Property as required by governmental authorities with jurisdiction over the Property in order to provide the Services from the Property.

Upon completion of the Project, Provider shall offer the Services described in Exhibit D to the eligible populations described therein.

EXHIBIT D

SERVICES

- 1 The following services and staffing shall be provided to serve all individuals occupying units at the Property:
 - 1.1 3.0 Full Time Equivalent (FTE) Program Monitors (120 hours per week) - Program Monitors will be on site sixteen (16) hours per day for seven (7) days per week with responsibility for establishing a pro-social, creative community and to promote a safe and healthy environment at the Property. Typical staffing hours will be from mid-afternoon to the following morning. Program Monitors will actively promote a positive peer culture throughout the Property.
 - 1.2 0.4 FTE Asset Manager (16 hours per week) – The Asset Manager will be responsible to coordinate all aspects of property management at the Property.
 - 1.3 1.0 FTE Service Coordinator (40 hours per week) – The Service Coordinator will focus on linkages and referrals to community resources. The Service Coordinator will be responsible for linking tenants to services, leading education and recovery groups, and working with property management to promote lease compliance.
 - 1.4 0.5 FTE Program Supervisor (20 hours per week) - The Program Supervisor will be responsible for supervision of the program staff and coordination of services at the Property.
 - 1.5 2 Live-In Apartment Managers who will together provide 40 total hours of on-site work per week combined for both managers. The Live-in Apartment Managers will be responsible for rent collection, light duty maintenance and property management at the Property.
- 2 The following additional services shall be provided to chronically homeless individuals occupying Permanent Supportive Housing units:
 - 2.1 These services will be arranged by the Provider through sponsor organizations with qualifications the equivalent of Cascadia Behavioral HealthCare (CBH) and Central City Concern (CCC).
 - 2.2 Two (2) hours per resident per week on average focusing on intensive case management and housing retention.
 - 2.3 Services will be individualized by resident and will consist of individual and group work in addition to consultation and coordination with other on-site program staff.
 - 2.4 The services focus will be on recovery-oriented services, assistance in obtaining and/or maintaining available benefits, support with developing or retaining

familial ties, and supportive counseling.

2.5 A major focus of case management will be to support tenants in obtaining and utilizing the skills needed to live independently.

2.6 Prospective Permanent Supportive Housing Tenants who are Chronically Homeless Individuals will come from CCC's Community Engagement Program and from CBH's CORE/ACT and Recovery Support services programs, and from Project Respond's Homeless Outreach and Jail Diversion programs as well as from other organizations and through self-referral.

3 The following additional services shall be provided to individuals with mental health and addictions issues who are occupying Permanent Supportive Housing units:

3.1 These services will be arranged by the Provider through sponsor organizations with qualifications the equivalent of CBH and CCC.

3.2 One (1) hour per resident per week on average focusing on case management and housing retention.

3.3 Services will be individualized by resident and will consist of individual and group work in addition to consultation and coordination with other on-site program staff.

3.4 Prospective Permanent Supportive Housing Tenants who are individuals with mental health and addictions issues will come from CCC's Community Engagement Program and from CBH's CORE/ACT and Recovery Support Services programs, and from Project Respond's Homeless Outreach and Jail Diversion programs as well as from other organizations and through self-referral.

4 Provider will make best efforts to pursue provision of the following additional services at the Property.

4.1 Provider has recently submitted a proposal to the State of Oregon's Addiction and Mental Health Department for services attached to 20 Permanent Supportive Housing slots.

5 Provider will make reasonable efforts to pursue other resources that can further enhance services at the Property.

EXHIBIT E

CERTIFICATE OF INITIAL COMPLIANCE

MULTNOMAH COUNTY (the "County"), a political subdivision of the State of Oregon, hereby certifies that Cascadia Housing, Inc., an Oregon nonprofit corporation ("Provider") has satisfactorily completed the Project and commenced providing the Services, as such Project and Services are described in the Agreement for Disposition of Property for the Martha Washington Apartments, dated _____, 2008 (herein called the "ADP"), a memorandum of which was recorded in the Records of Multnomah County, Oregon as Document No. _____, on _____, 2008. Capitalized terms used herein without definition shall have the meaning ascribed to them in the ADP.

The County hereby certifies that as of the date of this Certificate, the Services are being performed to the County's satisfaction, except for any insubstantial items which are being addressed by Provider.

This Certificate of Initial Compliance is and shall be a conclusive determination of the satisfaction of all of the agreements, covenants, and conditions contained in the ADP with respect to the obligations of Provider, its successors and assigns, as to the completion of the Project.

Further, any party acquiring, leasing or taking a mortgage, security interest or other interest in the Project or any portion of the Project shall not (because of such purchase or lease) have any obligation under the ADP with respect to the completion of the Project, and

The County shall hereafter not have, nor be entitled to exercise, any rights or remedies or controls that it may otherwise have been entitled to exercise under the ADP with respect to the completion of the Project, or as a result of a default in or breach of any provisions of the ADP relating to completion of the Project by the Provider, or by any successors in interest or assigns of Provider. The County specifically reserves the County's right to enforce Provider's obligation to provide the Services during the Extended Use Period by injunction, order for specific performance, claim for damages, or any other remedy that may be available at law or in equity. The County confirms that, except for a failure to provide for the Services described in Exhibit D of the ADP, the County no longer has any right of re-entry to the Project.

IN WITNESS WHEREOF, the County has caused this instrument to be executed this ____ day of _____, 2007.

Multnomah County, a political subdivision of
the State of Oregon

By: _____

Name: _____

Title: _____

)

COUNTY OF _____

)

My commission expires: _____

EXHIBIT F

RECONVEYANCE QUITCLAIM DEED AND ESCROW INSTRUCTIONS

After recording return to
and send tax statements to:
Multnomah County Attorney
501 SE Hawthorne, Suite 500
Portland, OR 97214

QUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged,
_____ an Oregon _____ does hereby
DEMISE, RELEASE AND QUITCLAIM to MULTNOMAH COUNTY, a political subdivision
of the State of Oregon, all right, title and interest in and to the following described real property,
with the tenements, hereditaments and appurtenances, situated in the County of Multnomah and
State of Oregon, to wit:

See Attached Exhibit 1

To Have and To Hold the same unto the said grantee and grantee's successors and assigns
forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ -0-.
However, the actual consideration consists of or includes other property or value given or
promised which is the whole consideration.

It is intended that the delivery of this Deed shall not effect a merger of the provisions of that
certain Agreement for Disposition of Property for the Martha Washington Apartments, dated
_____, 2007, a memorandum of which was recorded on _____, 2007 as Fee
No. _____, Records of Multnomah County, Oregon ("ADP"), including, without limitation,
Section 8.7 of the ADP, that are intended to continue after delivery of this Deed.

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

In Witness Whereof, grantor has executed and sealed this instrument this ____ day of
_____, ____.

an Oregon _____

By: _____
Title: _____

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing document was personally acknowledged before me this __ day of _____, 2007, by _____, who being duly sworn, did say that he or she is the _____ of _____, an Oregon _____, and that the foregoing instrument was signed on behalf of said limited liability company, and acknowledged said instrument to be its voluntary act and deed.

Notary Public for Oregon
My Commission Expires: _____

ESCROW INSTRUCTIONS FOR QUITCLAIM DEED

[INSERT NAME, ADDRESS
OF TITLE COMPANY]

Attention: _____ [INSERT TITLE OFFICER]

Re: Escrow No. ____

_____, an Oregon _____
("Provider") has entered into that certain Agreement for Disposition of Property for the Martha Washington Apartments ("ADP") with Multnomah County, a political subdivision of the State of Oregon ("County") dated as of _____, 2007, a memorandum of which was recorded _____, 2007 as Fee No. _____, Records of Multnomah County, Oregon, whereby the County will convey to the Provider or its assignees certain real property (the "Property") in Portland, Oregon. The Property is the subject of this escrow and is described in the accompanying quitclaim deed ("Quitclaim Deed").

Section 7.4.1 of the ADP provides that, under certain circumstances, the County is entitled to reconveyance of the Property pursuant to the Quitclaim Deed and Escrow Instructions. This document constitutes those escrow instructions and is for the purpose of irrevocably instructing you as to the disposition of the accompanying Quitclaim Deed.

In the event that you receive from the County a notice signed by the County's Chair certifying that a copy of said notice has been delivered concurrently to Provider and certifying that the ADP has been terminated according to its terms and the rights to the Property described in the Quitclaim Deed have reverted in the County pursuant to the ADP ("Notice of Termination"), you shall at the end of sixty (60) days after receipt of said instructions record the Quitclaim Deed unless you are within said sixty (60) day period, notified by the County that the County has withdrawn the Notice of Termination, or unless you are prohibited from recording the Quitclaim Deed by temporary restraining order, preliminary injunction, or other court order.

In the event that there still remains in your possession an undisposed Quitclaim Deed by [insert date sixty (60) years after ADP scheduled date for completion of improvements], you will forthwith return the Quitclaim Deed to Provider.

These instructions may not be withdrawn or in any way amended, modified or waived without the prior written consent of both of the parties hereto.

Please indicate your acceptance of and agreement to carry out these instructions as indicated below.

Very truly yours,

an Oregon limited liability company

By: _____

Name: _____

Its: _____

Very truly yours,

MULTNOMAH COUNTY, a political subdivision of the State of Oregon

By: _____

Name: _____

Its: _____

Accepted and agreed to this
____ day of _____, 200__

By _____ (TITLE COMPANY)

EXHIBIT G

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Multnomah County

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Memorandum") is made as of this ____ day of _____, 2007, by and between **Multnomah County**, a political subdivision of the State of Oregon ("County"), and **Cascadia Housing, Inc.**, an Oregon nonprofit corporation ("Provider").

RECITALS

A. County is the owner of that certain real property located in the County of Multnomah, State of Oregon, more particularly described on Exhibit 1 (the "Property").

B. County and Provider entered into an Agreement for Disposition of Property, dated _____, 2007 (the "Agreement"), whereby County agreed to sell, and Provider agreed to purchase, the Property.

C. The Agreement imposes certain obligations on Provider with respect to preparations for and provision of certain services at the Property (the "Services"). If Provider fails to meet its obligation with respect to the Services, County has the right to cause Provider to reconvey the Property to County.

D. County and Provider now desire to provide constructive notice of the Agreement.

AGREEMENT

1. County has agreed to sell, and Provider has agreed to purchase, the Property in accordance with the terms and conditions set forth in the Agreement.

2. After conveyance of the Property by County to Provider, the parties have continuing obligations to each other with respect to the Services as described in the Agreement.

3. This Memorandum may be modified or terminated by an Amended Memorandum of Agreement as provided in the Agreement.

4. This Memorandum has been executed, acknowledged, and recorded solely for the purpose of providing constructive notice of the Agreement. If any inconsistency or conflict arises between the provisions of the Memorandum and the Agreement itself, the terms, conditions, and covenants of the Agreement are to control. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Agreement. This Memorandum may

be executed in one or more counterparts, which when taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum on the day and year first above written.

"COUNTY"

"PROVIDER"

Multnomah County, a political subdivision of the State of Oregon

Cascadia Housing, Inc., an Oregon nonprofit corporation

By: _____
Name: _____
Title: _____

By: _____
Neal Beroz, President

State of Oregon)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the _____ of Multnomah County, a political subdivision of the State of Oregon to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2007.

Notary Public for Oregon
My commission expires: _____

State of Oregon)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that Neal Beroz is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Cascadia Housing, Inc., an Oregon nonprofit corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2007.

Notary Public for Oregon
My commission expires: _____

Exhibit 1

Lots 1, 2, 3 and the North 10 feet of Lot 4, Block 262, CITY OF PORTLAND, in the City of Portland, County of Multnomah and State of Oregon.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 08-032

Approving the Conveyance of the Martha Washington Building, 1115 SW 11th Avenue, Portland Oregon, to Cascadia Housing, Inc., for Redevelopment as Affordable and Permanent Supportive Housing Providing Services to County Target Populations

The Multnomah County Board of Commissioners Finds:

- a. By Resolution 05-201, dated December 8, 2005, the Multnomah County Board of Commissioners declared the Martha Washington Building, 1115 SW 11th Avenue, Portland, Oregon ("Property") as surplus.
- b. By Resolution 06-181, dated October 26, 2006, the Multnomah County Board of Commissioners authorized Facilities and Property Management Division ("Facilities") to commence negotiation of a disposition agreement with Cascadia Behavioral Healthcare, Inc. and Winkler Development Corporation for the Property based on their response to a Request for Proposal. Facilities was further directed to submit the final agreement to the Board for approval.
- c. In the past year, there has been substantial work on building due diligence, development of a plan for services to be provided to future residents of the Property, financing, transfer documentation, and related issues. Department of County Human Services ("DCHS") Staff have reviewed and approved the plan for services to be provided at the Property to County target populations, including the homeless, those at risk of homelessness, and those with chronic health conditions.
- d. An informal roundtable discussion was held on December 12, 2007 with community stakeholders regarding programming and building plans for the Property. Neighboring property owners and Portland Downtown Neighborhood Association representatives received an update on the transfer process, schedule, target populations, services to be provided at the Property and building plans. A Board briefing was held for the public on March 13, 2008.
- e. The attached Draft Agreement for the Disposition of Property has been negotiated by the County Attorney, with review by DCHS and Facilities, with Cascadia Housing, Inc., an entity of Cascadia Behavioral Healthcare, Inc. It is in the best interests of the County to convey the Property to Cascadia Housing Inc. on the terms and conditions set forth in the attached agreement.

The Multnomah County Board of Commissioners Resolves:

1. It is in the best interests of the County to convey the Property to Cascadia Housing, Inc., on the terms and conditions set forth in the attached Draft Agreement for Disposition of Property.
2. The Chair is authorized to execute documents necessary to complete the conveyance of the Property on terms substantially consistent with the attached Draft Agreement for Disposition of Property.

ADOPTED this 27th day of March, 2008.

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:

Carol M. Ford, Director, Department of County Management

MARTHA WASHINGTON APARTMENTS
AGREEMENT FOR DISPOSITION OF PROPERTY
between
MULTNOMAH COUNTY
and
CASCADIA HOUSING

For 3/27
Revised R-18
3/21/08

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EXHIBITS:

A	Legal Description
B	Deed Form
C	Preparation of the Property
D	Services
E	Certificate of Initial Compliance
F	Reconveyance Quitclaim Deed and Escrow Instructions
G	Memorandum of Agreement

MARTHA WASHINGTON APARTMENTS

AGREEMENT FOR DISPOSITION OF PROPERTY

THIS AGREEMENT FOR DISPOSITION OF PROPERTY (this "Agreement") is made as of _____, 2008, by **MULTNOMAH COUNTY** ("Multnomah County"), a political subdivision of the State of Oregon and **CASCADIA HOUSING, INC.**, an Oregon nonprofit corporation ("Provider"). Multnomah County and Provider are referred to jointly in this Agreement as "Parties" and individually as a "Party".

RECITALS

1. Multnomah County owns the Martha Washington Apartments located at 1115 SW 11th Avenue, in Portland, Multnomah County, Oregon, the legal description of which is set forth on Exhibit A ("Property").
2. The Parties desire to enter into this Agreement setting forth the terms and conditions under which Multnomah County will convey the Property to Provider in exchange for Provider's agreement to provide services to targeted populations pursuant to the terms and conditions of this Agreement.
3. Multnomah County finds that Provider's provision of services to targeted populations, pursuant to this Agreement, will help achieve Multnomah County's goals. Multnomah County also finds that the fulfillment generally of this Agreement, and the intentions set forth herein, are in the vital and best interests of Multnomah County and the health, safety, and welfare of its residents.

AGREEMENT

The Parties, in consideration of the premises and the agreements set forth herein and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, covenant and agree as follows:

DEFINITIONS

The following terms have the designated meanings in this Agreement:

1. "**Affiliate**" means any entity that controls, is controlled by or is under common control with Provider or Cascadia Behavioral Healthcare, Inc., an Oregon nonprofit corporation.
2. "**Affordable Housing**" means residential rental property that is occupied by individuals whose income is, at the time of their initial lease, 60% or less of area median gross income, and in which Gross Rent, determined in accordance with Section 42(g)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), for each residential unit, offset by amounts paid pursuant to Section 8, does not exceed 35 percent of the imputed income limitation adjusted for family size applicable to such unit, as determined in accordance with Section 42(g) of the Code.

3. **"Agreement"** means this Agreement for Disposition of Property and all attached Exhibits.
4. **"Certificate of Initial Compliance"** means a certificate to be issued by Multnomah County to Provider pursuant to Section 3.5 of this Agreement.
5. **"Close" or "Closing"** means the conveyance to Provider by Multnomah County of the Property by the Deed.
6. **"Closing Date"** means the date set forth in Section 1.1.2.
7. **"Conveyance"** means the transfer by Multnomah County to Provider of fee simple title to the Property, by means of the Deed and subject to reversion as provided herein.
8. **"Deed"** means the form of Bargain and Sale Deed conveying fee simple title to the Property to Provider, substantially in the form attached to this Agreement as Exhibit B.
9. **"Effective Date"** means the date that both Parties have executed this Agreement.
10. **"Environmental Abatement"** means the testing for and lawful disposition of all Hazardous Substances on the Property (including asbestos, lead paint, and PCBs, if any) as required prior to commencement of the Project in compliance with Environmental Laws.
11. **"Environmental Laws"** means all federal, state and local laws, ordinances, rules and regulations pertaining to the protection or regulation of the environment that apply to the Property, including without limitation, ORS chapter 466, OAR Chapter 341, RCRA (defined herein), CERCLA (defined herein), the Safe Drinking Water Act, the Clean Air Act, the Clean Water Act, and the Toxic Substances Control Act.
12. **"Environmental Report"** means: a "Phase I Environmental Site Assessment dated August 23, 2005 prepared by Ash Creek Associates for the Portland Development Commission.
13. **"Escrow Agent"** means First American Title Insurance Company, 200 Market Street, Portland, Oregon (Attn: Trevor Cheyne).
14. **"Extended Use Period"** means a period of sixty (60) years commencing with the date of issuance of the Certificate of Initial Compliance.
15. **"Final Permitted Exceptions"** shall have the meaning set forth in Section 1.4.2.
16. **"Final Termination Date"** shall have the meaning set forth in Section 1.6.3.
17. **"Hazardous Substances"** means any pollutant, dangerous substance, toxic substance, asbestos, petroleum, petroleum product, hazardous waste, hazardous materials or hazardous substances as defined in or regulated by Chapter 466 of the Oregon Revised Statutes, the Resource Conservation Recovery Act, as amended, 42 USC Section 6901, et seq ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC Section 9601, et seq, ("CERCLA"), or any other

Environmental Law.

18. **"Investor"** means Wincopin Circle LLLP, its successors and assigns.
19. **"Laws"** shall have the meaning set forth in Section 1.7.5.
20. **"Mortgage"** means a mortgage or deed of trust against the Property, or any portion thereof, approved by Multnomah County and recorded in the real property records of Multnomah County, Oregon.
21. **"Mortgagee"** means the holder of any Mortgage, approved by Multnomah County, affecting or encumbering the Property or any portion thereof, together with any successor or assignee of such holder. The term "Mortgagee" shall include any Mortgagee as owner of the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, or any insurer or guarantor of any obligation or condition secured by a Mortgage but shall not include (a) any other party who thereafter obtains title to the Property or such part from or through a Mortgagee or (b) any other purchaser at foreclosure sale other than a Mortgagee.
22. **"Notice of Termination"** shall have the meaning set forth in Section 7.4.1.
23. **"Permanent Housing"** means housing with no limit on length of stay and no requirement that tenants move out so long as the tenant(s) is in compliance with their lease and the terms of the restrictive covenants applicable to the unit.
24. **"Permanent Supportive Housing"** means a unit of Permanent Housing that is: (a) subject to restrictive covenants requiring that the unit be affordable to single individual households with incomes equal to or less than 30% of area median gross income, or multiple individual households with incomes equal to or less than 50% of area median gross income, as defined by the U.S. Department of Housing and Urban Development and the restrictive covenants applicable to the unit; (b) occupied by a person who has access to Services; and (c) occupied by a person or household who is, or was at the time of initial occupancy of the unit, a PSH Tenant.
25. **"Permitted Exceptions"** shall have the meaning set forth in Section 1.4.1.
26. **"PSH Tenant"** means an individual or family: (a) earning up to 30% of area median gross income (for individuals) or 50% of area median gross income (for families); and (b) homeless or at risk of homelessness, including those who may be leaving other systems of care (corrections, hospitalization, etc.) without a place to live; (c) with chronic health conditions that are at least episodically disabling (e.g. mental illness, HIV/AIDS, and substance use issues) or other substantial barriers to housing stability; (d) who would not be able to retain stable housing without tightly linked supportive services; and (e) who is a member of a specific target population.
27. **"Project"** means preparing the existing structure on the Property as the primary location for delivery of the Services.
28. **"Project Budget"** means the chart of sources and uses of funds for the Project and detailed listing of estimated Project costs that will be furnished by Provider to

Multnomah County.

- 29. **"Project Commencement"** means the date the Project commences.
- 30. **"Project Completion"** shall have the meaning set forth in Section 3.5.
- 31. **"Release"** means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, disposing or dumping.
- 32. **"Seller's Documents"** shall have the meaning set forth in Section 1.6.1 (b)(x).
- 33. **"Services"** means those services described in Exhibit D.
- 34. **"Termination Date"** shall have the meaning set forth in Section 1.6.2 (a).
- 35. **"Title Report"** shall have the meaning set forth in Section 1.4.1.
- 36. **"Unavoidable Delay"** shall have the meaning set forth in Section 7.9.1.

1. **GENERAL TERMS OF CONVEYANCE**

1.1 **Conveyance by Deed.**

1.1.1 **Deed.** Subject to the terms, covenants and conditions of this Agreement, at Closing Multnomah County will convey the Property by the Deed to Provider.

1.1.2 **Closing.** The conveyance of the Property to Provider shall occur in an escrow closing at the office of the Escrow Agent June 2, 2008 (the "Closing Date"), subject to extension to not later than the Final Termination Date as provided in Section 1.6.3. or such earlier date as the parties may agree to in writing. At Closing, Provider shall accept such conveyance from Multnomah County.

1.2 **Conveyance of Property.** Upon satisfaction of the Conditions Precedent to Conveyance provided in Section 1.6 hereof, Multnomah County will convey the Property to Provider by Deed.

1.3 **Consideration for Conveyance of the Property.** The sole consideration for the Property is Provider's preparation of the Property and performance of the Services and Provider's other covenants contained in this Agreement.

1.4 **Title Review.**

1.4.1 Within ten (10) days after the Effective Date, Multnomah County will deliver to Provider a preliminary title report and copies of all exception documents (the "Title Report"). Provider will have twenty (20) days after receiving the Title Report to notify Multnomah County in writing if Provider objects to any item in the Title Report. Those items to which Provider does not object are the "Permitted Exceptions". If Provider objects to any item, then Multnomah County shall have twenty (20) days after receiving Provider's written objection to notify Provider in writing of its intention to remove or not remove the objected to exceptions to title prior to Closing. If Multnomah County does not give its response to Provider's objections within the twenty (20) day time period or if Multnomah County refuses to remove any

such objected to exceptions, Provider shall have twenty (20) days to terminate this Agreement by written notice to Multnomah County. If Provider does not terminate the Agreement, the exceptions that Provider originally objected to and that Multnomah County refused to remove or failed to respond to will be deemed additional Permitted Exceptions.

1.4.2 From and after the Effective Date, Multnomah County will not suffer or permit any liens, encumbrances or other exceptions to title to the Property without Provider's prior written consent, which consent shall not be unreasonably withheld. Provider may obtain an update to the Title Report at any time prior to the Closing. Provider shall promptly give to Multnomah County a copy of any updated Title Report. Provider may object to Multnomah County in writing to any exceptions (which are not Permitted Exceptions or which have not been approved by Provider as provided in this Section 1.4.2) to title that appear on the updated Title Report as a result of Multnomah County's actions or inactions. Within ten (10) days of Provider's written notice to Multnomah County described in the preceding sentence, Multnomah County shall remove the objected to exceptions to title prior to Closing. If Multnomah County fails to remove any such objected to exceptions, Provider may terminate this Agreement with ten (10) days written notice to Multnomah County or seek extension of the Closing Date pending removal of those exceptions that are capable of removal. The Permitted Exceptions identified and established pursuant to Section 1.4.1 above together with any exceptions that Provider approves pursuant to this Section 1.4.2 are the "Final Permitted Exceptions".

1.5 Title Insurance, Survey, Property Taxes and Closing Costs.

1.5.1 Multnomah County shall have no obligation to obtain title insurance coverage for the conveyance of the Property. Provider can elect at its sole cost and expense to obtain title insurance coverage at closing on the Property. Multnomah County agrees to execute any affidavits or other documents required by the Escrow Agent to enable Provider to obtain such coverage.

1.5.2 The costs for recording a Memorandum of this Agreement, the Deed and any other documents required by Provider to be recorded will be paid by Provider. Each Party shall pay one-half (1/2) of any escrow fees charged by Escrow Agent. All other Closing costs, if any, shall be allocated in accordance with the customary practice in Multnomah County. Provider's obligation to pay property taxes on the Property will be limited to the taxes after the Closing Date. Provider shall be responsible for the Property's pro-rated share of special assessments, or any payments on special assessments, due after the Closing Date.

1.6 Conditions Precedent to Conveyance.

1.6.1 **Conditions.** Provider and Multnomah County are not obligated to Close the Conveyance unless the following conditions are satisfied to the reasonable satisfaction of the benefited Party. The Party benefited by a particular condition shall not unreasonably withhold, condition or delay acknowledgment that the condition has been satisfied.

(a) To the satisfaction of both Multnomah County and Provider, there shall be no litigation pending that prevents Multnomah County or Provider from performing their respective obligations under this Agreement.

(b) To Provider's reasonable satisfaction:

(i) Any required building permits shall have been issued by the City of Portland.

(ii) Provider shall have determined that Multnomah County has title to the Property subject only to the Final Permitted Exceptions.

(iii) Provider's lenders shall have agreed to the final form of the Deed and any documents necessary to close the private financing.

(iv) Escrow Agent shall have issued to Provider a binding commitment (a) to issue to Provider an Owner's Extended Title Insurance Policy covering the Property in an amount not less than the total cost of performing the Project in form and substance satisfactory to the Provider, subject only to the Final Permitted Exceptions; and (b) to issue a Lender's Extended Title Insurance Policy covering the fee interest in the Property in the amount of the loans to be provided to Provider in form and substance satisfactory to any lender identified by Provider.

(v) Multnomah County's representations and warranties stated in Section 1.7 herein are true and correct as of the Closing Date.

(vi) Provider shall have obtained financing for the Project reasonably satisfactory to Provider.

(vii) Multnomah County shall not be in default under any material term or condition of this Agreement. As of Closing, if requested by Provider, Multnomah County shall represent to Provider that there are no material defaults by Multnomah County under this Agreement or events which with the passage of time would constitute a material default by Multnomah County under this Agreement.

(viii) Provider shall have secured all land use approvals for the Project required by the City of Portland and no appeal of any required approval or permit shall have been filed, and the time for any such appeal shall have expired. If an appeal has been filed, it shall have been finally resolved.

(ix) Provider shall have reviewed and approved the results of its due diligence investigation of Project feasibility including, without limitation, survey, title, geotechnical, environmental, land use, parking and financing.

(x) Multnomah County has made available to Provider a copy of all surveys, studies, reports and other documents or information in Multnomah County's possession or reasonably available to Multnomah County regarding the Property ("Seller's Documents") and shall, upon request by Provider, assist Provider with obtaining updates or reliance letters from the providers thereof, at Provider's expense.

(c) To Multnomah County's reasonable satisfaction:

(i) Provider shall have provided to Multnomah County certified copies of its articles of incorporation and bylaws and a certificate of existence from the

Secretary of State of the State of Oregon, dated no earlier than 30 days prior to the Closing Date.

(ii) Provider shall have provided to Multnomah County a certified copy of the resolution adopted by its board of directors, authorizing execution of this Agreement and performance of the transactions contemplated hereby.

(iii) Provider shall not be in default under any material term or condition of this Agreement. As of Closing, Provider shall represent to Multnomah County that there are no material defaults by Provider under this Agreement or events which with the passage of time would constitute a material default by Provider under this Agreement.

(iv) Provider's representations and warranties stated in Section 1.8 herein are true and correct as of the Closing Date.

(v) Provider shall have demonstrated financial feasibility for the Project by closing adequate financing to fund the Project or by providing to Multnomah County copies of binding commitment letters for financing from lenders, subject to standard conditions to closing, and consistent with the Project Budget.

(vi) Provider shall have obtained the approvals and agreements described in Section 1.6.1 (b) (i), (iii), (vi) and (viii).

(vii) The plans approved for building permit describe facilities that are adequate to provide the Services described in Exhibit D, with the number and configuration of units described in Exhibit C.

1.6.2 Elections upon Non-Occurrence of Conditions. Except as provided below, if any condition in Section 1.6.1 is not fulfilled to the reasonable satisfaction of the benefited Party or Parties on the Closing Date, subject to any extension that may be granted pursuant to this Section 1.6, then such benefited Party may elect to:

(a) Terminate this Agreement by written notice to the other Party, which termination shall become effective sixty (60) days after the notice of termination is given ("Termination Date") unless, before the sixty (60) day period ends, the other Party fulfills such condition or conditions to the reasonable satisfaction of the benefited Party or Parties; or

(b) Waive in writing the benefit of that condition precedent to its obligation to perform under this Agreement, and proceed in accordance with the terms hereof; or

(c) Extend the Termination Date by which the other Party must satisfy the applicable condition, if the other Party can satisfy the condition and if the other Party agrees in writing to the extension.

1.6.3 Final Termination Date. If all of the conditions precedent under Section 1.6.1 have not been satisfied, waived or otherwise resolved pursuant to this Agreement by the date sixty (60) days after the Closing Date, then this Agreement shall automatically terminate 60 days after the Closing Date ("Final Termination Date") unless the Final Termination Date is extended by agreement of the Parties prior to Final Termination Date, or unless the failure of satisfaction of the conditions precedent is the result of Unavoidable Delay as defined in Section 7.9.1. The maximum extension of the Final Termination Date shall be 90 days from the Closing

Date. If the Agreement is terminated for failure of satisfaction of any of the conditions precedent, and such failure is not the result of a breach of this Agreement by either Party, then the obligations of the Parties to each other under this Agreement shall terminate, with neither obligations nor remedies accruing to either Party.

1.7 Multnomah County Representations and Warranties. Multnomah County represents that, except as disclosed in Seller's Documents:

1.7.1 Except as has been disclosed to Provider in the Environmental Report and to Multnomah County's knowledge, there has been no generation, manufacture, refinement, transportation, treatment, storage, handling, disposal, transfer, Release or production of Hazardous Substances, or other dangerous or toxic substances or solid wastes on the Property, or underground storage tanks existing on the Property, except in compliance with Environmental Laws currently in effect, and Multnomah County has not received notice of the Release of any Hazardous Substances on the Property.

1.7.2 Multnomah County has full power and authority to enter into and perform this Agreement in accordance with its terms, and all requisite action has been taken by Multnomah County in connection with the execution of this Agreement and the transactions contemplated hereby.

1.7.3 Multnomah County is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

1.7.4 To Multnomah County's knowledge there is no litigation, action, suit, or any condemnation, environmental, zoning, or other government proceeding pending or threatened, which may affect the Property, Multnomah County's ability to perform its obligations under this Agreement or Provider's ability to perform the Project except that Provider is advised that the City of Portland Fire Marshall has determined that additional fire safety improvements are required to be installed at the Property.

1.7.5 To Multnomah County's knowledge, and except as disclosed in writing to Provider, the Property is in compliance with all applicable laws, rules, regulations, ordinances and other governmental requirements ("Laws").

1.7.6 To Multnomah County's knowledge, Multnomah County has not received or given any notice stating that the Property is in violation of any Laws; provided, however that Multnomah County makes no representation as to the availability or suitability of utility connections to the Property. Provider acknowledges, in particular, that the electrical service to the building is not adequate for the Project.

1.7.7 No representation, warranty or statement of Multnomah County in this Agreement or any of the exhibits attached contains any untrue statement of a material fact or omits a material fact necessary to make the statements of facts contained herein not misleading.

1.7.8 To Multnomah County's knowledge, as of the date hereof, there are no defaults by Multnomah County under this Agreement or events that with the passage of time would constitute a default of Multnomah County under this Agreement.

1.7.9 As used in this section, "**Multnomah County's knowledge**" shall mean the actual knowledge of the managerial and supervisory personnel of Multnomah County having direct responsibility for the supervision of the Property, without any duty of inquiry or investigation.

1.8 Provider Representations and Warranties. Provider represents that:

1.8.1 Provider has full power and authority to enter into and perform this Agreement in accordance with its terms, and Provider has taken all requisite action in connection with the execution of this Agreement and the transactions contemplated hereby.

1.8.2 No representation, warranty or statement of Provider in this Agreement or any of the exhibits attached contains any untrue statement of a material fact or omits a material fact necessary to make the statements of facts contained herein not misleading.

1.8.3 As of the date hereof there are no defaults by Provider under this Agreement or events that with the passage of time would constitute a default of Provider under this Agreement.

1.8.4 Provider enters into this Agreement without reliance upon any verbal representation of any kind by Multnomah County, its employees, agents or consultants regarding any aspect of the Property, the Project, its feasibility, financing or compliance with any governmental regulation.

2. PREPARATION OF THE PROPERTY

2.1 **Permits.** Provider, at its own cost, will design, perform, fund and obtain permits for the Project.

2.1 Termination of Leases; Relocation of Tenants

2.1.1 Multnomah County, without any expense to Provider, will terminate all leases on the Property and relocate or evict all tenants no later than the Closing Date. Multnomah County agrees that it will not lease any portion of the Property to any tenant after the Effective Date.

2.1.2 Multnomah County will be responsible for compliance with all Uniform Relocation Act requirements. Provider shall not be responsible for relocation expenses of any tenants on the Property.

2.2 **Utility Service.** Multnomah County makes no representation as to the availability or suitability of utility connections to the Property. Provider shall pay any and all costs of removal, installation, connection, or upgrade of new or existing utilities to serve the Project.

2.3 **Subsurface and Surface Conditions.** The Property shall be conveyed from Multnomah County to Provider in "AS IS" condition. Except as otherwise specifically provided in this Agreement, Multnomah County makes no warranties or representations as to the suitability of the soil conditions or any other conditions of the Property for any improvements to be performed by the Provider, and, except for representations and warranties otherwise provided

by Multnomah County in this Agreement, Provider warrants that it has not relied on any representations or warranties made by Multnomah County as to the environmental condition, the suitability of the soil conditions or any of the conditions of the Property for any improvements to be performed by the Provider. Except for breach of any of Multnomah County's representations and warranties expressly set forth in this Agreement, Provider agrees that Multnomah County will not be liable for any loss, cost or damage that may be caused or incurred by Provider by reason of any such soil or physical conditions on the Property. Multnomah County shall allow Provider free access to Multnomah County's records with respect to such conditions.

2.4 Plan Review and Approval. Provider shall submit plans to Multnomah County for review and approval prior to the Closing Date. Multnomah County's approval shall be limited to a determination whether the plans describe facilities that are adequate to provide the Services described in Exhibit D, with the number and configuration of units described in Exhibit C..

3. COMPLETION OF PROJECT

3.1 Project Financing. Provider will be responsible for obtaining all financing and equity funds necessary to acquire the Property and complete the Project.

3.2 Diligent Completion. Subject to the terms and conditions of this Agreement, Provider covenants to diligently pursue and complete the Project within sixteen (16) months after the Closing Date, subject to Unavoidable Delays as provided in Section 7.9.1.

3.3 Inspection and Property Access. Subject to the terms of any existing leases, before conveying the Property to Provider, and pursuant to a written permit of entry, Multnomah County shall allow Provider and Provider's employees, agents and consultants to enter upon the Property, at all reasonable times whenever and to the extent necessary to carry out the purposes of this Agreement. The Parties acknowledge that prior to the Effective Date Provider has had access to the Property pursuant to a Permit of Entry executed by the Parties

3.4 Use of the Property. Subject to any reduction of funding by any governmental entity of any of the programs or sources described in Exhibit D and the other provisions of Section 7.9.1, Provider covenants and agrees for itself, its successors, its assigns and every successor-in-interest to the Property or any part thereof, that upon completion of the Project, Provider and such successors and assignees will devote the Property to use as Affordable Housing, Permanent Supportive Housing and performance of the Services consistent with the provisions of Exhibits C and D, which use will continue for at least the Extended Use Period. This Section 3.4 shall run with the land and survive the issuance of any Certificate of Initial Compliance.

3.5 Project Completion. The project shall be deemed complete ("Project Completion") when the work described in the building permits issued by the City of Portland has been finally approved by City of Portland and Provider has commenced providing the Services.

3.6 Staffing and Operation of Project. Provider covenants and agrees that from and after the Effective Date, the President of Cascadia Housing, Inc. will be the full-time representative with authority to act on behalf of the Provider, or will notify Multnomah County in writing if another person has been given such authority. Provider's project manager for

construction will be Winkler Development Company. Provider will own, operate and maintain the Project at its sole cost and expense.

3.7 Certificate of Initial Compliance.

3.7.1 When Provider is Entitled to Certificate of Initial Compliance. Upon Provider's request after Project Completion, Multnomah County will furnish Provider with a Certificate of Initial Compliance for the Project substantially in the form attached hereto as Exhibit E.

3.7.2 Meaning and Effect of the Certificate of Initial Compliance. The Certificate of Initial Compliance shall provide for termination of obligations under this Agreement and limitation of remedies of Multnomah County as expressly provided for therein.

3.7.3 Form of Certificate of Initial Compliance; Procedure Where Multnomah County Refuses to Issue. A Certificate of Initial Compliance shall be in the form attached as Exhibit E. If Multnomah County refuses or fails to provide a Certificate of Initial Compliance in accordance with this section, then Multnomah County, within fifteen (15) days after Provider provides a written request together with reasonably satisfactory proof of Project Completion, shall provide Provider with a written statement indicating in detail in what respects Provider has failed to provide such proof of Project Completion and what measures or acts Provider must take or perform to obtain such Certificate of Initial Compliance. Multnomah County's failure to furnish Provider with such detailed written statement within such fifteen (15) day period shall be deemed Multnomah County's approval of Provider's request for the Certificate of Initial Compliance.

4. ENVIRONMENTAL MATTERS

4.1 Indemnification. Provider shall be responsible for compliance with all Environmental Laws with respect to its business and the operation of the Project from and after the Closing Date, except for matters caused in whole or in part by the act or failure to act of Multnomah County, its employees, agents, contractors, or invitees. Provider shall defend, indemnify and hold harmless Multnomah County, its successors and assigns, against any and all damages, claims, losses, liabilities and expenses, including, without limitation, reasonable legal, accounting, consulting, engineering and other expenses which may be imposed on or incurred by Multnomah County, its successors or assigns, or asserted against Multnomah County, its successors or assigns, by any other party or parties, including, without limitation, a governmental entity, arising out of or in connection with any violation of Environmental Laws by Provider, except to the extent caused by the negligence or intentional misconduct of Multnomah County or the falsity of any representation or warranty of Multnomah County set forth in this Agreement. Except for matters caused in whole or in part by the act or failure to act of Provider, its employees, agents, contractors, or invitees, Multnomah County, subject to the conditions and limitations of Article XI, Section 10 of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, shall defend, indemnify and hold harmless Provider, its successors and assigns, against any and all damages, claims, losses, liabilities and expenses, including, without limitation, reasonable legal, accounting, consulting, engineering and other expenses which may be imposed on or incurred by Provider, its successors or assigns, or asserted against Provider, its successors or assigns, by any other party or parties, including, without limitation, a governmental entity, arising out of or in connection with any

violation of Environmental Laws by Multnomah County. The indemnities set forth in this Section 4.1 shall survive the termination of this Agreement and the issuance of any Certificate of Initial Compliance.

4.2 **Contribution.** The foregoing indemnity does not limit any rights of contribution that the Parties may have against others under applicable law or agreement. The indemnity is intended only as an allocation of responsibility between the Parties to this Agreement.

5. ASSIGNMENT PROVISIONS

5.1 **Transfers Before Certificate Issuance.** Because it is a municipal entity, Multnomah County is uniquely benefited by the Project. Provider is uniquely qualified to perform the Project. Except as provided in Section 5.2, Provider shall not, prior to the issuance of the Certificate of Initial Compliance, partially or wholly dispose of or agree to dispose of Provider's interest in this Agreement without the prior written approval of Multnomah County.

5.1.1 Multnomah County may require as conditions to such approval that:

- (a) The transfer is not in violation of other provisions of this Agreement; and
- (b) Any proposed transferee shall have qualifications and financial responsibility acceptable to Multnomah County in its sole discretion; and
- (c) The transfer will not cause a material delay in the completion of the Project.

5.1.2 This prohibition will not apply to any sale of the Property at foreclosure (or a conveyance of the Property in lieu of foreclosure) pursuant to foreclosure thereof by a lender.

5.1.3 The provisions of this Agreement (including, without limitation, this Section) will not prevent, prior to the issuance of the Certificate of Initial Compliance, the granting of easements, licenses or permits to facilitate the Project provided that all such easements, licenses or permits shall be subject to the prior approval of Multnomah County, which approval shall not be unreasonably delayed or withheld.

5.2 **Approved Transfers.** Notwithstanding Section 5.1 above, and provided that Provider provides Multnomah County with copies of all agreements related to the transfer at least fifteen (15) days prior to the effective date of the proposed transfer, and any other information reasonably necessary for Multnomah County to determine whether such transfer complies with the requirements of this Agreement, Multnomah County hereby consents to:

5.2.1 Any Mortgage(s) which Provider may cause to attach to the Property provided that Multnomah County has approved the terms of the Mortgage, which approval shall not be unreasonably withheld;

5.2.2 Any transfer of all or a part of the Project or other rights in the Project to any Affiliate of Provider, provided that no provisions of the transfer are in violation of the terms

of this Agreement; and

5.2.3 **Transfer to a partnership, limited liability company or limited partnership, or joint venture with Provider or any Affiliate of Provider as the managing member or general partner of such entity and retaining principal operational control over the entity.** In the event of such transfer, Provider shall remain fully responsible to Multnomah County for the performance of this Agreement through Multnomah County's issuance of the final Certificate of Initial Compliance for the Project, and through the Extended Use Period with respect to the Services.

5.3 **Transfers After Certificate Issuance.** After Multnomah County's issuance of a Certificate of Initial Compliance for the Project, Provider may transfer its interest, or portions of its interest in the Project or this Agreement, without restriction, consent or approval by Multnomah County, provided such transfer is subject to the requirements of Section 3.4.

6. PERMITTED MORTGAGES

6.1. **Effect of Revesting on Mortgages.** Any reversion and revesting of the Property or any portion thereof in Multnomah County and all other post-conveyance rights and remedies of Multnomah County pursuant to this Agreement shall always be subordinate and subject to and limited by, and shall not defeat, render invalid, or limit in any way any lien, Mortgage, or security interest approved by Multnomah County and authorized by this Agreement.

6.2. **Mortgagee Not Obligated To Complete.** Notwithstanding any of the provisions of the Agreement, a Mortgagee or its designee for purposes of acquiring title at foreclosure shall in no way be obligated by the provisions of this Agreement to complete the Project or to guarantee such completion.

6.3. **Copy of Notice of Default to Mortgagee.** If Multnomah County delivers any notice or demand to Provider with respect to any breach of or default by Provider in its obligations or covenants under this Agreement, Multnomah County shall at the same time send a copy of such notice or demand to Investor at its address set forth in Section 8.2, and to each Mortgagee approved by Multnomah County at the last address of such holder shown in the records of Multnomah County.

6.4. **Mortgagee's Options to Cure Defaults.** After any default in or breach of this Agreement by Provider where Provider fails to cure or remedy said default or breach, each Mortgagee and Investor in the Project may, at its option, cure or remedy such breach or default within thirty (30) days after passage of the latest date for Provider's cure of the default, or such longer period as may be required to cure the default with diligence, and if permitted by the Mortgagee's loan documents, to add the cost thereof to the Mortgage debt and the lien of its Mortgage. If the breach or default is with respect to completion of the Project, nothing contained in this Agreement shall be deemed to prohibit the Investor or a Mortgagee, either before or after foreclosure or action in lieu thereof, from completing the Project, provided that the Investor or Mortgagee notifies Multnomah County in writing of its intention to complete the Project in accordance with this Agreement. The Investor or any Mortgagee who properly completes the Project and is substantially providing the Services shall be entitled to issuance of a Certificate of Initial Compliance, upon written request made to Multnomah County following the procedures set forth in Section 3.7 above.

6.5. Amendments or Subordination Agreements Requested by Mortgagee.

Multnomah County shall execute amendments to this Agreement or separate agreements to the extent reasonably requested by the Investor, or Mortgagee proposing to make a loan to Provider secured by a security interest in all or any part of the Property and/or the Project, provided that such proposed amendments or other agreements do not materially and adversely affect the rights of Multnomah County or its interest in the Property. Multnomah County agrees to execute a standard form of mortgage subordination relating to the Property presented by any proposed Mortgagee with respect to a Mortgage. Multnomah County may require that Multnomah County be made an additional beneficiary of any restrictive use or other covenants required by a proposed Mortgagee as a condition of Multnomah County's subordination.

7. DEFAULT; REMEDIES

7.1. Default and Cure.

7.1.1. Default by Provider. A default shall occur if Provider breaches any material provision of this Agreement, whether by action or inaction, and such breach continues and is not remedied within thirty (30) days after Provider receives written notice from Multnomah County specifying the breach. In the case of a breach which cannot with due diligence be cured within a period of thirty (30) days, a default shall occur if Provider does not commence the cure of the breach within thirty (30) days after Provider receives written notice from Multnomah County and thereafter diligently prosecute to completion such cure within one hundred twenty (120) days after the written notice from Multnomah County. A default also shall occur if Provider makes any assignment for the benefit of creditors, or is adjudicated a bankrupt, or has a receiver, trustee or creditor's committee appointed over it that is not removed within sixty (60) days after appointment. Default shall occur, and Multnomah County shall be irreparably harmed by such default, if Provider or its assignee does not substantially provide the Services. Provider shall not be in default hereunder for failure to pay any tax, assessment, lien or other charge if Provider in good faith is contesting the same and has furnished an appropriate bond or other undertaking to assure payment in the event Provider's contest is unsuccessful.

7.1.2. Default by Multnomah County. A default shall occur if Multnomah County breaches any material provision of this Agreement including, without limitation, Multnomah County's failure to perform any obligation which is the responsibility of Multnomah County when such performance is due, whether by action or inaction, and such breach continues and is not remedied within thirty (30) days after Multnomah County receives written notice from Provider specifying the breach or, in the case of a breach which cannot with due diligence be cured within a period of thirty (30) days, if Multnomah County shall not within such thirty (30) day period commence the cure of the breach and thereafter diligently prosecute to completion such cure within one hundred twenty (120) days after written notice from Provider.

7.2. Multnomah County's Pre-Conveyance Remedies. If Provider defaults in any material term of this Agreement before the Property is conveyed to Provider, Multnomah County may, at its option: (i) terminate this Agreement by written notice to Provider, without waiving any cause of action Multnomah County may have against Provider; or (ii) seek monetary damages against Provider. If Multnomah County terminates this Agreement as provided in this Section 7.2 then Provider shall deliver to Multnomah County within thirty (30) days after such termination, copies of all documents related to the Project, including but not limited to Property market research, design documents, engineering documents, proformas and financial projections

prepared by Provider or prepared for Provider by unrelated third parties, and which Provider is authorized to release. Provider shall further execute such documents as may be necessary to assign Provider's rights in and to any permits, contracts or other agreements which Multnomah County requests be assigned. Project contracts may be used by Multnomah County in any manner that Multnomah County deems appropriate with the consent of any party (other than Provider) having approval rights thereunder.

7.3. Restoration. If, prior to Project Commencement (including the period prior to Closing), Provider modifies the Property and Provider fails to acquire the Property, Provider agrees to restore the Property to substantially the condition that existed prior to the time that Provider performed any activities thereon, or to such condition as Multnomah County shall reasonably approve. This provision shall apply to modifications to the Property prior to the Effective Date under a Permit of Entry granted to Provider by Multnomah County.

7.4. Multnomah County's Post-Conveyance Remedies. If Provider fails to use the Property as required under Section 3.4 hereof at any time after the completion date in Section 3.2, then Multnomah County may demand in writing that Provider cure such default within sixty (60) days. If Provider does not cure the default within the sixty (60) day period (or in the case that such default is not curable within said sixty (60) day period, if Provider shall have not commenced and be diligently pursuing such cure to completion), then such action or inaction shall create in Multnomah County the following remedies:

7.4.1. Right to Cure. Multnomah County has the right to cure the Provider's default under this Agreement so long as default is not related to the Provider's failure to commence preparations for the Project. In the event Multnomah County cures such default, Multnomah County may make demand upon the Provider for reimbursement of all reasonable costs associated with such cure within thirty (30) days of demand. Interest on any such costs shall run at the legal rate in Oregon from the date or dates such costs were incurred.

7.4.2. Right of Legal Action. Multnomah County may, by mandamus or other suit, action or proceeding at law or in equity, require Provider to perform its obligations and covenants under this Agreement or enjoin any acts or things that may be unlawful or in violation of the rights of Multnomah County under this Agreement.

7.4.3. Right of Inspection. Multnomah County shall have access to, and may inspect, examine and make copies of, all of the books and records of Provider pertaining to the Project.

7.4.4. Right to Require Corrective Plan. Multnomah County may require Provider to deliver a plan detailing the manner in which Provider shall cure the default.

7.4.5. Right to Declare Ineligible. Multnomah County may declare Provider ineligible to receive further Multnomah County financial assistance.

7.4.6. Right to Other Remedies. Multnomah County may take such other action at law or in equity as may appear necessary or desirable to Multnomah County to enforce the obligations, covenants and agreements of Provider under this Agreement.

7.4.7. Right to Require Replacement of Provider of Services. During the

initial fifteen (15) year low-income housing tax credit compliance agreement for the Project (the "Tax Credit Period"), if Multnomah County reasonably determines, after having exercised one or more of the above remedies, that the default has not been cured, then Multnomah County may send a written demand to Investor requiring replacement of the provider of the Services with another provider of the Services, and listing not less than three (3) organizations willing and able to provide the Services acceptable to Multnomah County. Provider's limited partnership agreement shall, throughout the Tax Credit Period, require Provider and Investor to comply with Multnomah County's demand. Investor shall engage one of the providers from the list provided by Multnomah County and terminate Cascadia Behavioral Healthcare, Inc. within thirty (30) days of receipt of Multnomah County's demand.

7.4.8. Right to Re-enter. After the expiration of the Tax Credit Period, Multnomah County shall also have the right to re-enter and take possession of the Property and terminate Provider's right to perform the Project. It is the intent of this provision together with other provisions of this Agreement, that the conveyance of the Property to Provider shall be made upon, and that the Deed to the Property shall provide for, a condition subsequent to the effect that in the event of failure by Provider to remedy, end or abrogate such default, after expiration of the Tax Credit Period and in the manner stated, then Multnomah County may, upon 60 days written notice to Provider and the Escrow Agent ("Notice of Termination"), declare a termination in favor of Multnomah County of the title, and of all the rights and interest in the Property. Upon delivery of such Notice of Termination, all the title and rights and interest in the Property conveyed to Provider by Deed, or to any successors or permitted assigns of Provider, shall be reconveyed to Multnomah County by quitclaim deed and pursuant to the escrow instructions, each as set forth in Exhibit F.

7.4.9. Non-waiver. Any delay by Multnomah County in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section 7.4 shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that Multnomah County should not be constrained because of concepts of waiver, laches or estoppel so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section or otherwise to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by Multnomah County with respect to any specific default by the Provider be considered or treated as a waiver of the rights of Multnomah County with respect to any other defaults by the Provider or with respect to any particular default except to the extent specifically waived.

7.4.10. Mortgagee's Rights. Multnomah County's remedies under this Section 7.4 are subject to the rights of a Mortgagee to cure a default and to the other Mortgagee protections specified in Section 6.

7.5. Multnomah County Resale.

7.5.1. Multnomah County Completion, Resale. In the event that the title to the Property shall revert in Multnomah County in accordance with Section 7.4, Multnomah County may, at its option and subject to rights of Mortgagees, finish the Project as deemed necessary by Multnomah County, use commercially reasonable efforts to resell at a reasonable price the Property and all improvements (subject to the rights of the Mortgagees) as soon as and in such manner as Multnomah County shall find feasible to a qualified and responsible party or parties

(as determined by Multnomah County in its sole discretion) who will assume the obligation of finishing the Project, or, subject to the rights of the Mortgagees take such other action as may be in the best interests of Multnomah County.

7.5.2. Application of Proceeds from Resale. Upon such resale, and subject to the rights of any Mortgagee, the proceeds thereof shall be applied as follows:

(a) **Multnomah County.** First, to Multnomah County on its own behalf, to reimburse it for all costs and expenses reasonably incurred by it in retaking, completing and selling the Property and its improvements, including, but not limited to, salaries of personnel in connection with the recapture, management and resale of the Property; finish performing the Project which was Provider's responsibility to perform but was done by or on behalf of Multnomah County; all taxes, assessments, and water and sewer charges with respect to the Property or part thereof; any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of revesting of title thereto in Multnomah County or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Provider, its successors or transferees excluding any mortgage if the Property and/or the improvements are sold subject to such mortgage; any expenditures made or obligations incurred with respect to the performing the Project or the Services; any amounts paid to the State of Oregon or the City of Portland, Oregon as lease or license fees, legal fees and costs and any amounts otherwise owing Multnomah County by the Provider and its successor or transferee;

(b) **Provider.** Second, to reimburse the Provider for any costs or expenses paid or incurred by the Provider in performing the Project, or for which Provider remains liable, in making any of the improvements on the Project or part thereof, less any gains or income withdrawn or made as to the Project; and

(c) **Balance to Multnomah County.** Third, any balance remaining after any reimbursements described above shall be retained by Multnomah County as its property.

7.6. Provider's Pre-Conveyance Remedies. If Multnomah County fails to perform any obligation under this Agreement, Provider may, at its option: (i) terminate this Agreement by written notice to Multnomah County without waiving any cause of action Provider may have against Multnomah County; (ii) specifically enforce the obligations of Multnomah County under this Agreement; and (iii) seek monetary damages against Multnomah County.

7.7. Provider's Post-Conveyance Remedies. In the event of Multnomah County's material default after Multnomah County conveys the Property to Provider, Provider may specifically enforce the obligations of Multnomah County under this Agreement, and seek monetary damages against Multnomah County.

7.8. Nonexclusive Remedies. The rights and remedies provided by this Agreement shall not be deemed exclusive, except where otherwise indicated, and shall be in addition to any and all rights otherwise available at law or in equity. The exercise by either Party of one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or of any of its remedies for any other default by the other Party, including, without limitation, the right to compel specific performance. Any limitation of

remedies set forth herein should not limit or affect the obligations of a Party under any contractual indemnities set forth herein.

7.9. Force Majeure.

7.9.1. Neither a Party nor a Party's successor in interest shall be considered in breach of or in default with respect to any obligation created hereunder or progress in respect thereto if the delay in performance of such obligations (the "Unavoidable Delay") is due to causes that are beyond its control, and without its fault or negligence, including but not limited to (a) acts of God, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquake, explosion, mob violence, and riot, (b) inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, (c) litigation or arbitration relating to zoning or governmental action or inaction pertaining to the Project, delay in the issuance of necessary permits for the Project not caused by the fault of Provider, (d) any reduction of funding by any governmental entity of any of the programs or sources described in Exhibit D, (e) any sustained vacancy attributable to the Permanent Supportive Housing units that cannot be mitigated with PSA Risk Mitigation Pool funds available to Provider and which threatens the Property's financial stability, or (f) malicious mischief, unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar events and/or occurrences beyond the control of such Party; provided, however, that Multnomah County may not rely on the references herein to acts of the government or governmental action or inaction to excuse its own delays.

7.9.2. It is the purpose and intent of this provision that, in the event of the occurrence of any such Unavoidable Delay, the time or times for performance of the obligations of Multnomah County or Provider, as the case may be, shall be extended for the period of the Unavoidable Delay; provided, however, that the Party seeking the benefit of this Section shall, within five (5) after the Party becomes aware of the causes of any such Unavoidable Delay, notify the other Party in writing of the cause or causes of the delay and the estimated time of correction. The period(s) of Unavoidable Delay for matters listed Section 7.9.1 shall not exceed 180 days in the aggregate.

8. MISCELLANEOUS PROVISIONS

8.1. **Discrimination.** Provider, for itself and its successor and assigns, agrees that during the preparations for the Project, Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income.

8.2. **Notice.** Any notice or communication under this Agreement by either Party to the other shall be deemed given and delivered (a) forty-eight (48) hours after being dispatched by registered or certified U.S. mail, postage prepaid, return receipt requested, or (b) when received if personally delivered, and:

In the case of a notice to Provider, addressed as follows:

Cascadia Housing, Inc.
3034 NE Martin Luther King Jr. Blvd.
Portland, Oregon 97212

Mailing address:
PO Box 9275
Portland, OR 97207-9275
Attn: Jim Hlava

with a copy to:

Schwabe, Williamson & Wyatt, P.C.
1211 SW Fifth Avenue, Suites 1500-1900
Portland, Oregon 97204
Attn: Roy D. Lambert

and a copy to Investor:

Wincopin Circle LLLP
c/o Enterprise Community Investment, Inc.
520 SW Sixth Avenue, Suite 700
Portland, OR 97204

In the case of a notice or communication to Multnomah County, addressed as follows:

Director, Department of County Human Services
421 SW Oak
Portland, OR 97204

and

Director
Multnomah County Facilities and Property Management
401 North Dixon
Portland, Oregon 97227

with a copy to:

Multnomah County Attorney
501 SE Hawthorne Blvd., Suite 500
Portland, OR 97214

or addressed in such other way in respect to either Party as that Party may, from time to time, designate in writing dispatched as provided in this Section. Notice given in any other manner shall be effective upon receipt by the Party for whom the same is intended.

8.3. Participation in Special Programs. Provider must comply with all applicable provisions of Federal or state statutes concerning equal employment opportunities for persons engaged in the Project.

8.4. Merger. None of the provisions of this Agreement are intended to or shall be merged by reason of any Deed transferring title to the Property from Multnomah County to

Provider or any successor in interest, and any such Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement, but shall be deemed made pursuant to this Agreement.

8.5. **Headings.** Titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

8.6. **Waivers.** No waiver made by either Party with respect to the performance, or manner or time thereof, of any obligation of the other Party or any condition inuring to its benefit under this Agreement shall be considered a waiver of any other rights of the Party making the waiver. No waiver by Multnomah County or Provider of any provision of this Agreement or any breach thereof shall be of any force or effect unless in writing; and no such waiver shall be construed to be a continuing waiver.

8.7. **Attorneys' Fees.** If a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under the U.S. Bankruptcy Code, is instituted to interpret or enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by law. This provision shall cover costs and attorney fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

8.8. **Choice of Law.** Oregon law shall govern this Agreement.

8.9. **Construction.** In construing this Agreement, singular pronouns shall be taken to mean and include the plural and the masculine pronoun shall be taken to mean and include the feminine and the neuter, as the context may require.

8.10. **Legal Purpose.** Provider agrees that it shall use the Property solely for lawful purposes.

8.11. **Severability.** If any clause, sentence or any other portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law,

8.12. **Entire Agreement.** This Agreement and the attachments hereto are the entire agreement between the Parties. There is no other oral or written agreement between the Parties with regard to this subject matter. There are no oral or written representations made by either Party, implied or express, other than those contained in this Agreement.

8.13. **Amendments and Modifications.** Any modifications to this Agreement shall be made in writing and executed by both Parties, and approved by Multnomah County. The Parties recognize that circumstances may change and that it may be in the interest of both Parties that this Agreement be amended from time to time. For this reason, each Party will consider changes that may be proposed by the other during the term of this Agreement. The Chair, Multnomah

County Board of County Commissioners shall have the authority to approve modifications to this Agreement on behalf of Multnomah County.

8.14. Successors and Assigns. Subject to the provisions of Section 5, the benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors and assigns of the Parties.

8.15. Place of Enforcement. Any action or suit to enforce or construe any provision of this Agreement by any Party shall be brought in the Circuit Court of the State of Oregon for Multnomah County, or the United States District Court for the District of Oregon in Portland, Oregon.

8.16. No Partnership. Nothing contained in this Agreement or any acts of the Parties hereby shall be deemed or construed by the Parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or any association between any of the Parties.

8.17. Non-waiver of Government Rights. Subject to the terms and conditions of this Agreement, by making this Agreement and delivery of the Deed, Multnomah County is specifically not obligating itself or any other agency with respect to any discretionary action relating to preparations for or operation of the Project, including, but not limited to funding of Services, or rezoning, variances, environmental clearances or any other governmental approvals which are or may be required, except as expressly set forth herein.

8.18. Approvals. Where approvals of Multnomah County are required, Multnomah County will approve or disapprove within fifteen (15) business days after receipt of the material to be approved, except where a longer or shorter time period is specifically provided to the contrary. Failure by Multnomah County to approve or disapprove within said period of time shall be deemed a disapproval, except as otherwise expressly provided herein. If Multnomah County fails to approve within the 15-day period, the Provider may resubmit the material to be approved in its discretion. If Multnomah County fails to approve or disapprove within the second 15-day period, such Multnomah County failure shall be deemed an approval. Any disapproval shall state in writing the reasons for such disapproval. Approvals will not be unreasonably withheld, except where rights of approval are expressly reserved to Multnomah County's sole discretion in this Agreement. Provider, upon receipt of such disapproval, shall revise such disapproved portions in a manner responsive to the stated reasons for disapproval and resubmit the same to Multnomah County within forty-five (45) days after receipt of the notice of disapproval.

8.19. Approval by Multnomah County. Unless specified to the contrary elsewhere in this Agreement as to a particular consent or approval, whenever consent or approval by Multnomah County is required under the terms of this Agreement, all such consents or approvals shall be given in writing from the Chair, Board of County Commissioners or from such other Multnomah County staff as the Chair has designated to give approvals.

8.20. Recording of Memorandum of Agreement. So long as Provider is not in default herein Provider may at any time record a Memorandum of this Agreement. The form of the Memorandum of Agreement is attached as Exhibit G to this Agreement. When Multnomah County issues to Provider a Certificate of Initial Compliance or if the Agreement is terminated,

the Parties shall cooperate to promptly execute and record an appropriate Amended Memorandum of Agreement or Termination of Agreement to reflect the issuance of the Certificate of Initial Compliance or the termination of this Agreement as the case may be.

8.21. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day which is not a Saturday, Sunday or legal holiday. All periods of time shall be deemed calendar days unless specifically designated as Business Days. Business Days shall mean Monday through Friday excluding state or federal legal holidays.

8.22. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.23. Good Faith and Reasonableness. The Parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of a Party being given "sole discretion" or "sole judgment."

8.24. Dispute Resolution. Except as provided below, all disputes arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings. The Parties shall endeavor to resolve any disputes initially by mediation. The mediator shall be an individual mutually acceptable to the Parties. A request for mediation shall be filed in writing with the other Party. The Parties shall share the mediator's fee and any filing fees, equally. The mediation shall be held in Portland, Oregon at a location mutually acceptable to the Parties. The mediation hearing shall occur within thirty (30) days of the request for mediation. Notwithstanding the foregoing, the Parties shall not be required to submit to mediation any claims in equity, such as claims for injunctive relief.

8.25. Time is of the Essence of this Agreement.

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

OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING
PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 and 195.305 to 195.336 and
SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

Executed in multiple counterparts as of the day and year first above written.

Multnomah County

By: _____

Ted Wheeler
Chair

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me on _____, 2008, by Ted Wheeler, Chair of the Multnomah County Board of County Commissioners.

Notary Public for Oregon
My Commission expires: _____

Reviewed
AGNES SOWLE, COUNTY ATTORNEY FOR
MULTNOMAH COUNTY

John S. Thomas
Deputy County Attorney

PROVIDER:

Cascadia Housing, Inc.
an Oregon nonprofit corporation

By: _____
Neal Beroz
Its: President

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me on _____, 8, by Neal Beroz as
President of Cascadia Housing, Inc. an Oregon nonprofit corporation.

Notary Public for Oregon
My Commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

Lots 1, 2, 3 and the North 10 feet of Lot 4, Block 262, CITY OF PORTLAND, in the City of Portland, County of Multnomah and State of Oregon.

EXHIBIT B

DEED FORM

After recording return to, and until a change is requested, all tax statements shall be sent to the the following address:

Cascadia Housing, Inc.
P.O. Box 9275
Portland, Oregon 97207-9275

BARGAIN AND SALE DEED
(Statutory Form)

Multnomah County, a political subdivision of the state of Oregon, Grantor, conveys to Cascadia Housing, Inc., an Oregon nonprofit corporation, Grantee, the following described real property:

See Attached Exhibit 1

The true consideration for this conveyance is \$ 0. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

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

Dated this ____ day of _____, 2008.

Multnomah County, a political subdivision of
the state of Oregon

By: _____

Name: _____

Title: _____

STATE OF OREGON

)

) SS

COUNTY OF _____

)

This instrument was acknowledged before me this ____ day of _____,
____, by _____, as _____ of Multnomah
County.

Notary Public for Oregon

My commission expires: _____

Exhibit 1

Legal Description

Lots 1, 2, 3 and the North 10 feet of Lot 4, Block 262, CITY OF PORTLAND, in the City of Portland, County of Multnomah and State of Oregon.

EXHIBIT C

PREPARATION OF THE PROPERTY

The Project consists of preparation of the Property for delivery of the Services as follows:

1. The Project facility shall consist of an 80-unit housing complex consisting of 50 studio and 30 one-bedroom apartments designated as follows:
 - 28 Affordable Housing units
 - 25 Permanent Supportive Housing units for individuals with mental health and addictions issues,
 - 25 Permanent Supportive Housing units for chronically homeless individuals, and
 - 2 units (one-bedroom apartments) for Live-in Apartment Managers.
2. The Project includes all of the planning, design, engineering, financing and construction activities necessary to complete the Project.
3. The Project includes all of the preparation of the Property as required by governmental authorities with jurisdiction over the Property in order to provide the Services from the Property.

Upon completion of the Project, Provider shall offer the Services described in Exhibit D to the eligible populations described therein.

EXHIBIT D

SERVICES

- 1 The following services and staffing shall be provided to serve all individuals occupying units at the Property:
 - 1.1 3.0 Full Time Equivalent (FTE) Program Monitors (120 hours per week) - Program Monitors will be on site sixteen (16) hours per day for seven (7) days per week with responsibility for establishing a pro-social, creative community and to promote a safe and healthy environment at the Property. Typical staffing hours will be from mid-afternoon to the following morning. Program Monitors will actively promote a positive peer culture throughout the Property.
 - 1.2 0.4 FTE Asset Manager (16 hours per week) – The Asset Manager will be responsible to coordinate all aspects of property management at the Property.
 - 1.3 1.0 FTE Service Coordinator (40 hours per week) – The Service Coordinator will focus on linkages and referrals to community resources. The Service Coordinator will be responsible for linking tenants to services, leading education and recovery groups, and working with property management to promote lease compliance.
 - 1.4 0.5 FTE Program Supervisor (20 hours per week) - The Program Supervisor will be responsible for supervision of the program staff and coordination of services at the Property.
 - 1.5 2 Live-In Apartment Managers who will together provide 40 total hours of on-site work per week combined for both managers. The Live-in Apartment Managers will be responsible for rent collection, light duty maintenance and property management at the Property.
- 2 The following additional services shall be provided to chronically homeless individuals occupying Permanent Supportive Housing units:
 - 2.1 These services will be arranged by the Provider through sponsor organizations with qualifications the equivalent of Cascadia Behavioral HealthCare (CBH) and Central City Concern (CCC).
 - 2.2 Two (2) hours per resident per week on average focusing on intensive case management and housing retention.
 - 2.3 Services will be individualized by resident and will consist of individual and group work in addition to consultation and coordination with other on-site program staff.
 - 2.4 The services focus will be on recovery-oriented services, assistance in obtaining and/or maintaining available benefits, support with developing or retaining

familial ties, and supportive counseling.

- 2.5 A major focus of case management will be to support tenants in obtaining and utilizing the skills needed to live independently.
 - 2.6 Prospective Permanent Supportive Housing Tenants who are Chronically Homeless Individuals will come from CCC's Community Engagement Program and from CBH's CORE/ACT and Recovery Support services programs, and from Project Respond's Homeless Outreach and Jail Diversion programs as well as from other organizations and through self-referral.
- 3 The following additional services shall be provided to individuals with mental health and addictions issues who are occupying Permanent Supportive Housing units:
- 3.1 These services will be arranged by the Provider through sponsor organizations with qualifications the equivalent of CBH and CCC.
 - 3.2 One (1) hour per resident per week on average focusing on case management and housing retention.
 - 3.3 Services will be individualized by resident and will consist of individual and group work in addition to consultation and coordination with other on-site program staff.
 - 3.4 Prospective Permanent Supportive Housing Tenants who are individuals with mental health and addictions issues will come from CCC's Community Engagement Program and from CBH's CORE/ACT and Recovery Support Services programs, and from Project Respond's Homeless Outreach and Jail Diversion programs as well as from other organizations and through self-referral.
- 4 Provider will make best efforts to pursue provision of the following additional services at the Property.
- 4.1 Provider has recently submitted a proposal to the State of Oregon's Addiction and Mental Health Department for services attached to 20 Permanent Supportive Housing slots.
- 5 Provider will make reasonable efforts to pursue other resources that can further enhance services at the Property.

EXHIBIT E

CERTIFICATE OF INITIAL COMPLIANCE

MULTNOMAH COUNTY (the "County"), a political subdivision of the State of Oregon, hereby certifies that Cascadia Housing, Inc., an Oregon nonprofit corporation ("Provider") has satisfactorily completed the Project and commenced providing the Services, as such Project and Services are described in the Agreement for Disposition of Property for the Martha Washington Apartments, dated _____, 2008 (herein called the "ADP"), a memorandum of which was recorded in the Records of Multnomah County, Oregon as Document No. _____, on _____, 2008. Capitalized terms used herein without definition shall have the meaning ascribed to them in the ADP.

The County hereby certifies that as of the date of this Certificate, the Services are being performed to the County's satisfaction, except for any insubstantial items which are being addressed by Provider.

This Certificate of Initial Compliance is and shall be a conclusive determination of the satisfaction of all of the agreements, covenants, and conditions contained in the ADP with respect to the obligations of Provider, its successors and assigns, as to the completion of the Project.

Further, any party acquiring, leasing or taking a mortgage, security interest or other interest in the Project or any portion of the Project shall not (because of such purchase or lease) have any obligation under the ADP with respect to the completion of the Project, and

The County shall hereafter not have, nor be entitled to exercise, any rights or remedies or controls that it may otherwise have been entitled to exercise under the ADP with respect to the completion of the Project, or as a result of a default in or breach of any provisions of the ADP relating to completion of the Project by the Provider, or by any successors in interest or assigns of Provider. The County specifically reserves the County's right to enforce Provider's obligation to provide the Services during the Extended Use Period by injunction, order for specific performance, claim for damages, or any other remedy that may be available at law or in equity. The County confirms that, except for a failure to provide for the Services described in Exhibit D of the ADP after the Tax Credit Period, the County has no right of re-entry to the Project.

IN WITNESS WHEREOF, the County has caused this instrument to be executed this ____ day of _____, 2008.

Multnomah County, a political subdivision of
the State of Oregon

By: _____

Name: _____

Title: _____

$$\begin{pmatrix}) \\) \\) \end{pmatrix} \text{SS}$$

)

Notary Public for Oregon
My commission expires: _____

EXHIBIT F

RECONVEYANCE QUITCLAIM DEED AND ESCROW INSTRUCTIONS

After recording return to
and send tax statements to:
Multnomah County Attorney
501 SE Hawthorne, Suite 500
Portland, OR 97214

QUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged,
_____ an Oregon _____ does hereby
DEMISE, RELEASE AND QUITCLAIM to MULTNOMAH COUNTY, a political subdivision
of the State of Oregon, all right, title and interest in and to the following described real property,
with the tenements, hereditaments and appurtenances, situated in the County of Multnomah and
State of Oregon, to wit:

See Attached Exhibit 1

To Have and To Hold the same unto the said grantee and grantee's successors and assigns
forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ -0-.
However, the actual consideration consists of or includes other property or value given or
promised which is the whole consideration.

It is intended that the delivery of this Deed shall not effect a merger of the provisions of that
certain Agreement for Disposition of Property for the Martha Washington Apartments, dated
_____, 2008, a memorandum of which was recorded on _____, 2008 as Fee
No. _____, Records of Multnomah County, Oregon ("ADP"), including, without limitation,
Section 8.7 of the ADP, that are intended to continue after delivery of this Deed.

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

In Witness Whereof, grantor has executed and sealed this instrument this ____ day of
_____, ____.

_____ an Oregon _____

By: _____
Title: _____

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing document was personally acknowledged before me this __ day of _____, 2008, by _____, who being duly sworn, did say that he or she is the _____ of _____, an Oregon _____, and that the foregoing instrument was signed on behalf of said limited liability company, and acknowledged said instrument to be its voluntary act and deed.

Notary Public for Oregon
My Commission Expires: _____

ESCROW INSTRUCTIONS FOR QUITCLAIM DEED

[INSERT NAME, ADDRESS
OF TITLE COMPANY]

Attention: [INSERT TITLE OFFICER]

Re: Escrow No. ____

_____, an Oregon _____
("Provider") has entered into that certain Agreement for Disposition of Property for the Martha Washington Apartments ("ADP") with Multnomah County, a political subdivision of the State of Oregon ("County") dated as of _____, 2008, a memorandum of which was recorded _____, 2008 as Fee No. _____, Records of Multnomah County, Oregon, whereby the County will convey to the Provider or its assignees certain real property (the "Property") in Portland, Oregon. The Property is the subject of this escrow and is described in the accompanying quitclaim deed ("Quitclaim Deed").

Section 7.4.1 of the ADP provides that, under certain circumstances, the County is entitled to reconveyance of the Property pursuant to the Quitclaim Deed and Escrow Instructions. This document constitutes those escrow instructions and is for the purpose of irrevocably instructing you as to the disposition of the accompanying Quitclaim Deed.

In the event that you receive from the County a notice signed by the County's Chair certifying that a copy of said notice has been delivered concurrently to Provider and certifying that the ADP has been terminated according to its terms and the rights to the Property described in the Quitclaim Deed have reverted in the County pursuant to the ADP ("Notice of Termination"), you shall at the end of sixty (60) days after receipt of said instructions record the Quitclaim Deed unless you are within said sixty (60) day period, notified by the County that the County has withdrawn the Notice of Termination, or unless you are prohibited from recording the Quitclaim Deed by temporary restraining order, preliminary injunction, or other court order.

In the event that there still remains in your possession an undisposed Quitclaim Deed by [insert date sixty (60) years after ADP scheduled date for completion of improvements], you will forthwith return the Quitclaim Deed to Provider.

These instructions may not be withdrawn or in any way amended, modified or waived without the prior written consent of both of the parties hereto.

Please indicate your acceptance of and agreement to carry out these instructions as indicated below.

Very truly yours,

an Oregon limited liability company

By: _____

Name: _____

Its: _____

Very truly yours,

MULTNOMAH COUNTY, a political subdivision of the State of Oregon

By: _____

Name: _____

Its: _____

Accepted and agreed to this
____ day of _____, 200__

By _____ (TITLE COMPANY)

EXHIBIT G

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Multnomah County

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Memorandum") is made as of this ____ day of _____, 2008, by and between **Multnomah County**, a political subdivision of the State of Oregon ("County"), and **Cascadia Housing, Inc.**, an Oregon nonprofit corporation ("Provider").

RECITALS

A. County is the owner of that certain real property located in the County of Multnomah, State of Oregon, more particularly described on Exhibit 1 (the "Property").

B. County and Provider entered into an Agreement for Disposition of Property, dated _____, 2008 (the "Agreement"), whereby County agreed to sell, and Provider agreed to purchase, the Property.

C. The Agreement imposes certain obligations on Provider with respect to preparations for and provision of certain services at the Property (the "Services"). If Provider fails to meet its obligation with respect to the Services, County has the right to cause Provider to reconvey the Property to County.

D. County and Provider now desire to provide constructive notice of the Agreement.

AGREEMENT

1. County has agreed to sell, and Provider has agreed to purchase, the Property in accordance with the terms and conditions set forth in the Agreement.

2. After conveyance of the Property by County to Provider, the parties have continuing obligations to each other with respect to the Services as described in the Agreement.

3. This Memorandum may be modified or terminated by an Amended Memorandum of Agreement as provided in the Agreement.

4. This Memorandum has been executed, acknowledged, and recorded solely for the purpose of providing constructive notice of the Agreement. If any inconsistency or conflict arises between the provisions of the Memorandum and the Agreement itself, the terms, conditions, and covenants of the Agreement are to control. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Agreement. This Memorandum may

be executed in one or more counterparts, which when taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum on the day and year first above written.

"COUNTY"

"PROVIDER"

Multnomah County, a political subdivision of the State of Oregon

Cascadia Housing, Inc., an Oregon nonprofit corporation

By: _____
Name: _____
Title: _____

By: _____
Neal Beroz, President

State of Oregon)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the _____ of Multnomah County, a political subdivision of the State of Oregon to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2008.

Notary Public for Oregon
My commission expires: _____

State of Oregon)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that Neal Beroz is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Cascadia Housing, Inc., an Oregon nonprofit corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2008.

Notary Public for Oregon
My commission expires: _____

Exhibit 1

Lots 1, 2, 3 and the North 10 feet of Lot 4, Block 262, CITY OF PORTLAND, in the City of Portland, County of Multnomah and State of Oregon.

**MARTHA WASHINGTON APARTMENTS
AGREEMENT FOR DISPOSITION OF PROPERTY**

between

MULTNOMAH COUNTY

and

CASCADIA HOUSING

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EXHIBITS:

A	Legal Description
B	Deed Form
C	Preparation of the Property
D	Services
E	Certificate of Initial Compliance
F	Reconveyance Quitclaim Deed and Escrow Instructions
G	Memorandum of Agreement

MARTHA WASHINGTON APARTMENTS
AGREEMENT FOR DISPOSITION OF PROPERTY

THIS AGREEMENT FOR DISPOSITION OF PROPERTY (this "Agreement") is made as of _____, 2008, by **MULTNOMAH COUNTY** ("Multnomah County"), a political subdivision of the State of Oregon and **CASCADIA HOUSING, INC.**, an Oregon nonprofit corporation ("Provider"). Multnomah County and Provider are referred to jointly in this Agreement as "Parties" and individually as a "Party".

RECITALS

1. Multnomah County owns the Martha Washington Apartments located at 1115 SW 11th Avenue, in Portland, Multnomah County, Oregon, the legal description of which is set forth on Exhibit A ("Property").
2. The Parties desire to enter into this Agreement setting forth the terms and conditions under which Multnomah County will convey the Property to Provider in exchange for Provider's agreement to provide services to targeted populations pursuant to the terms and conditions of this Agreement.
3. Multnomah County finds that Provider's provision of services to targeted populations, pursuant to this Agreement, will help achieve Multnomah County's goals. Multnomah County also finds that the fulfillment generally of this Agreement, and the intentions set forth herein, are in the vital and best interests of Multnomah County and the health, safety, and welfare of its residents.

AGREEMENT

The Parties, in consideration of the premises and the agreements set forth herein and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, covenant and agree as follows:

DEFINITIONS

The following terms have the designated meanings in this Agreement:

1. "**Affiliate**" means any entity that controls, is controlled by or is under common control with Provider or Cascadia Behavioral Healthcare, Inc., an Oregon nonprofit corporation.
2. "**Affordable Housing**" means residential rental property that is occupied by individuals whose income is, at the time of their initial lease, 60% or less of area median gross income, and in which Gross Rent, determined in accordance with Section 42(g)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), for each residential unit, offset by amounts paid pursuant to Section 8, does not exceed 35 percent of the imputed income limitation adjusted for family size applicable to such unit, as determined in accordance with Section 42(g) of the Code.

3. **"Agreement"** means this Agreement for Disposition of Property and all attached Exhibits.
4. **"Certificate of Initial Compliance"** means a certificate to be issued by Multnomah County to Provider pursuant to Section 3.5 of this Agreement.
5. **"Close"** or **"Closing"** means the conveyance to Provider by Multnomah County of the Property by the Deed.
6. **"Closing Date"** means the date set forth in Section 1.1.2.
7. **"Conveyance"** means the transfer by Multnomah County to Provider of fee simple title to the Property, by means of the Deed and subject to reversion as provided herein.
8. **"Deed"** means the form of Bargain and Sale Deed conveying fee simple title to the Property to Provider, substantially in the form attached to this Agreement as Exhibit B.
9. **"Effective Date"** means the date that both Parties have executed this Agreement.
10. **"Environmental Abatement"** means the testing for and lawful disposition of all Hazardous Substances on the Property (including asbestos, lead paint, and PCBs, if any) as required prior to commencement of the Project in compliance with Environmental Laws.
11. **"Environmental Laws"** means all federal, state and local laws, ordinances, rules and regulations pertaining to the protection or regulation of the environment that apply to the Property, including without limitation, ORS chapter 466, OAR Chapter 341, RCRA (defined herein), CERCLA (defined herein), the Safe Drinking Water Act, the Clean Air Act, the Clean Water Act, and the Toxic Substances Control Act.
12. **"Environmental Report"** means: a "Phase I Environmental Site Assessment dated August 23, 2005 prepared by Ash Creek Associates for the Portland Development Commission.
13. **"Escrow Agent"** means First American Title Insurance Company, 200 Market Street, Portland, Oregon (Attn: Trevor Cheyne).
14. **"Extended Use Period"** means a period of sixty (60) years commencing with the date of issuance of the Certificate of Initial Compliance.
15. **"Final Permitted Exceptions"** shall have the meaning set forth in Section 1.4.2.
16. **"Final Termination Date"** shall have the meaning set forth in Section 1.6.3.
17. **"Hazardous Substances"** means any pollutant, dangerous substance, toxic substance, asbestos, petroleum, petroleum product, hazardous waste, hazardous materials or hazardous substances as defined in or regulated by Chapter 466 of the Oregon Revised Statutes, the Resource Conservation Recovery Act, as amended, 42 USC Section 6901, et seq ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC Section 9601, et seq, ("CERCLA"), or any other

Environmental Law.

18. **"Investor"** means Wincopin Circle LLLP, its successors and assigns.
19. **"Laws"** shall have the meaning set forth in Section 1.7.5.
20. **"Mortgage"** means a mortgage or deed of trust against the Property, or any portion thereof, approved by Multnomah County and recorded in the real property records of Multnomah County, Oregon.
21. **"Mortgagee"** means the holder of any Mortgage, approved by Multnomah County, affecting or encumbering the Property or any portion thereof, together with any successor or assignee of such holder. The term "Mortgagee" shall include any Mortgagee as owner of the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, or any insurer or guarantor of any obligation or condition secured by a Mortgage but shall not include (a) any other party who thereafter obtains title to the Property or such part from or through a Mortgagee or (b) any other purchaser at foreclosure sale other than a Mortgagee.
22. **"Notice of Termination"** shall have the meaning set forth in Section 7.4.1.
23. **"Permanent Housing"** means housing with no limit on length of stay and no requirement that tenants move out so long as the tenant(s) is in compliance with their lease and the terms of the restrictive covenants applicable to the unit.
24. **"Permanent Supportive Housing"** means a unit of Permanent Housing that is: (a) subject to restrictive covenants requiring that the unit be affordable to single individual households with incomes equal to or less than 30% of area median gross income, or multiple individual households with incomes equal to or less than 50% of area median gross income, as defined by the U.S. Department of Housing and Urban Development and the restrictive covenants applicable to the unit; (b) occupied by a person who has access to Services; and (c) occupied by a person or household who is, or was at the time of initial occupancy of the unit, a PSH Tenant.
25. **"Permitted Exceptions"** shall have the meaning set forth in Section 1.4.1.
26. **"PSH Tenant"** means an individual or family: (a) earning up to 30% of area median gross income (for individuals) or 50% of area median gross income (for families); and (b) homeless or at risk of homelessness, including those who may be leaving other systems of care (corrections, hospitalization, etc.) without a place to live; (c) with chronic health conditions that are at least episodically disabling (e.g. mental illness, HIV/AIDS, and substance use issues) or other substantial barriers to housing stability; (d) who would not be able to retain stable housing without tightly linked supportive services; and (e) who is a member of a specific target population.
27. **"Project"** means preparing the existing structure on the Property as the primary location for delivery of the Services.
28. **"Project Budget"** means the chart of sources and uses of funds for the Project and detailed listing of estimated Project costs that will be furnished by Provider to

Multnomah County.

- 29. **"Project Commencement"** means the date the Project commences.
- 30. **"Project Completion"** shall have the meaning set forth in Section 3.5.
- 31. **"Release"** means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, disposing or dumping.
- 32. **"Seller's Documents"** shall have the meaning set forth in Section 1.6.1 (b)(x).
- 33. **"Services"** means those services described in Exhibit D.
- 34. **"Termination Date"** shall have the meaning set forth in Section 1.6.2 (a).
- 35. **"Title Report"** shall have the meaning set forth in Section 1.4.1.
- 36. **"Unavoidable Delay"** shall have the meaning set forth in Section 7.9.1.

1. GENERAL TERMS OF CONVEYANCE

1.1 Conveyance by Deed.

1.1.1 **Deed.** Subject to the terms, covenants and conditions of this Agreement, at Closing Multnomah County will convey the Property by the Deed to Provider.

1.1.2 **Closing.** The conveyance of the Property to Provider shall occur in an escrow closing at the office of the Escrow Agent June 2, 2008 (the "Closing Date"), subject to extension to not later than the Final Termination Date as provided in Section 1.6.3. or such earlier date as the parties may agree to in writing. At Closing, Provider shall accept such conveyance from Multnomah County.

1.2 **Conveyance of Property.** Upon satisfaction of the Conditions Precedent to Conveyance provided in Section 1.6 hereof, Multnomah County will convey the Property to Provider by Deed.

1.3 **Consideration for Conveyance of the Property.** The sole consideration for the Property is Provider's preparation of the Property and performance of the Services and Provider's other covenants contained in this Agreement.

1.4 Title Review.

1.4.1 Within ten (10) days after the Effective Date, Multnomah County will deliver to Provider a preliminary title report and copies of all exception documents (the "Title Report"). Provider will have twenty (20) days after receiving the Title Report to notify Multnomah County in writing if Provider objects to any item in the Title Report. Those items to which Provider does not object are the "Permitted Exceptions". If Provider objects to any item, then Multnomah County shall have twenty (20) days after receiving Provider's written objection to notify Provider in writing of its intention to remove or not remove the objected to exceptions to title prior to Closing. If Multnomah County does not give its response to Provider's objections within the twenty (20) day time period or if Multnomah County refuses to remove any

such objected to exceptions, Provider shall have twenty (20) days to terminate this Agreement by written notice to Multnomah County. If Provider does not terminate the Agreement, the exceptions that Provider originally objected to and that Multnomah County refused to remove or failed to respond to will be deemed additional Permitted Exceptions.

1.4.2 From and after the Effective Date, Multnomah County will not suffer or permit any liens, encumbrances or other exceptions to title to the Property without Provider's prior written consent, which consent shall not be unreasonably withheld. Provider may obtain an update to the Title Report at any time prior to the Closing. Provider shall promptly give to Multnomah County a copy of any updated Title Report. Provider may object to Multnomah County in writing to any exceptions (which are not Permitted Exceptions or which have not been approved by Provider as provided in this Section 1.4.2) to title that appear on the updated Title Report as a result of Multnomah County's actions or inactions. Within ten (10) days of Provider's written notice to Multnomah County described in the preceding sentence, Multnomah County shall remove the objected to exceptions to title prior to Closing. If Multnomah County fails to remove any such objected to exceptions, Provider may terminate this Agreement with ten (10) days written notice to Multnomah County or seek extension of the Closing Date pending removal of those exceptions that are capable of removal. The Permitted Exceptions identified and established pursuant to Section 1.4.1 above together with any exceptions that Provider approves pursuant to this Section 1.4.2 are the "Final Permitted Exceptions".

1.5 Title Insurance, Survey, Property Taxes and Closing Costs.

1.5.1 Multnomah County shall have no obligation to obtain title insurance coverage for the conveyance of the Property. Provider can elect at its sole cost and expense to obtain title insurance coverage at closing on the Property. Multnomah County agrees to execute any affidavits or other documents required by the Escrow Agent to enable Provider to obtain such coverage.

1.5.2 The costs for recording a Memorandum of this Agreement, the Deed and any other documents required by Provider to be recorded will be paid by Provider. Each Party shall pay one-half (1/2) of any escrow fees charged by Escrow Agent. All other Closing costs, if any, shall be allocated in accordance with the customary practice in Multnomah County. Provider's obligation to pay property taxes on the Property will be limited to the taxes after the Closing Date. Provider shall be responsible for the Property's pro-rated share of special assessments, or any payments on special assessments, due after the Closing Date.

1.6 Conditions Precedent to Conveyance.

1.6.1 **Conditions.** Provider and Multnomah County are not obligated to Close the Conveyance unless the following conditions are satisfied to the reasonable satisfaction of the benefited Party. The Party benefited by a particular condition shall not unreasonably withhold, condition or delay acknowledgment that the condition has been satisfied.

(a) To the satisfaction of both Multnomah County and Provider, there shall be no litigation pending that prevents Multnomah County or Provider from performing their respective obligations under this Agreement.

(b) To Provider's reasonable satisfaction:

(i) Any required building permits shall have been issued by the City of Portland.

(ii) Provider shall have determined that Multnomah County has title to the Property subject only to the Final Permitted Exceptions.

(iii) Provider's lenders shall have agreed to the final form of the Deed and any documents necessary to close the private financing.

(iv) Escrow Agent shall have issued to Provider a binding commitment (a) to issue to Provider an Owner's Extended Title Insurance Policy covering the Property in an amount not less than the total cost of performing the Project in form and substance satisfactory to the Provider, subject only to the Final Permitted Exceptions; and (b) to issue a Lender's Extended Title Insurance Policy covering the fee interest in the Property in the amount of the loans to be provided to Provider in form and substance satisfactory to any lender identified by Provider.

(v) Multnomah County's representations and warranties stated in Section 1.7 herein are true and correct as of the Closing Date.

(vi) Provider shall have obtained financing for the Project reasonably satisfactory to Provider.

(vii) Multnomah County shall not be in default under any material term or condition of this Agreement. As of Closing, if requested by Provider, Multnomah County shall represent to Provider that there are no material defaults by Multnomah County under this Agreement or events which with the passage of time would constitute a material default by Multnomah County under this Agreement.

(viii) Provider shall have secured all land use approvals for the Project required by the City of Portland and no appeal of any required approval or permit shall have been filed, and the time for any such appeal shall have expired. If an appeal has been filed, it shall have been finally resolved.

(ix) Provider shall have reviewed and approved the results of its due diligence investigation of Project feasibility including, without limitation, survey, title, geotechnical, environmental, land use, parking and financing.

(x) Multnomah County has made available to Provider a copy of all surveys, studies, reports and other documents or information in Multnomah County's possession or reasonably available to Multnomah County regarding the Property ("Seller's Documents") and shall, upon request by Provider, assist Provider with obtaining updates or reliance letters from the providers thereof, at Provider's expense.

(c) To Multnomah County's reasonable satisfaction:

(i) Provider shall have provided to Multnomah County certified copies of its articles of incorporation and bylaws and a certificate of existence from the

Secretary of State of the State of Oregon, dated no earlier than 30 days prior to the Closing Date.

(ii) Provider shall have provided to Multnomah County a certified copy of the resolution adopted by its board of directors, authorizing execution of this Agreement and performance of the transactions contemplated hereby.

(iii) Provider shall not be in default under any material term or condition of this Agreement. As of Closing, Provider shall represent to Multnomah County that there are no material defaults by Provider under this Agreement or events which with the passage of time would constitute a material default by Provider under this Agreement.

(iv) Provider's representations and warranties stated in Section 1.8 herein are true and correct as of the Closing Date.

(v) Provider shall have demonstrated financial feasibility for the Project by closing adequate financing to fund the Project or by providing to Multnomah County copies of binding commitment letters for financing from lenders, subject to standard conditions to closing, and consistent with the Project Budget.

(vi) Provider shall have obtained the approvals and agreements described in Section 1.6.1 (b) (i), (iii), (vi) and (viii).

(vii) The plans approved for building permit describe facilities that are adequate to provide the Services described in Exhibit D, with the number and configuration of units described in Exhibit C.

1.6.2 Elections upon Non-Occurrence of Conditions. Except as provided below, if any condition in Section 1.6.1 is not fulfilled to the reasonable satisfaction of the benefited Party or Parties on the Closing Date, subject to any extension that may be granted pursuant to this Section 1.6, then such benefited Party may elect to:

(a) Terminate this Agreement by written notice to the other Party, which termination shall become effective sixty (60) days after the notice of termination is given ("Termination Date") unless, before the sixty (60) day period ends, the other Party fulfills such condition or conditions to the reasonable satisfaction of the benefited Party or Parties; or

(b) Waive in writing the benefit of that condition precedent to its obligation to perform under this Agreement, and proceed in accordance with the terms hereof; or

(c) Extend the Termination Date by which the other Party must satisfy the applicable condition, if the other Party can satisfy the condition and if the other Party agrees in writing to the extension.

1.6.3 Final Termination Date. If all of the conditions precedent under Section 1.6.1 have not been satisfied, waived or otherwise resolved pursuant to this Agreement by the date sixty (60) days after the Closing Date, then this Agreement shall automatically terminate 60 days after the Closing Date ("Final Termination Date") unless the Final Termination Date is extended by agreement of the Parties prior to Final Termination Date, or unless the failure of satisfaction of the conditions precedent is the result of Unavoidable Delay as defined in Section 7.9.1. The maximum extension of the Final Termination Date shall be 90 days from the Closing

Date. If the Agreement is terminated for failure of satisfaction of any of the conditions precedent, and such failure is not the result of a breach of this Agreement by either Party, then the obligations of the Parties to each other under this Agreement shall terminate, with neither obligations nor remedies accruing to either Party.

1.7 Multnomah County Representations and Warranties. Multnomah County represents that, except as disclosed in Seller's Documents:

1.7.1 Except as has been disclosed to Provider in the Environmental Report and to Multnomah County's knowledge, there has been no generation, manufacture, refinement, transportation, treatment, storage, handling, disposal, transfer, Release or production of Hazardous Substances, or other dangerous or toxic substances or solid wastes on the Property, or underground storage tanks existing on the Property, except in compliance with Environmental Laws currently in effect, and Multnomah County has not received notice of the Release of any Hazardous Substances on the Property.

1.7.2 Multnomah County has full power and authority to enter into and perform this Agreement in accordance with its terms, and all requisite action has been taken by Multnomah County in connection with the execution of this Agreement and the transactions contemplated hereby.

1.7.3 Multnomah County is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

1.7.4 To Multnomah County's knowledge there is no litigation, action, suit, or any condemnation, environmental, zoning, or other government proceeding pending or threatened, which may affect the Property, Multnomah County's ability to perform its obligations under this Agreement or Provider's ability to perform the Project except that Provider is advised that the City of Portland Fire Marshall has determined that additional fire safety improvements are required to be installed at the Property.

1.7.5 To Multnomah County's knowledge, and except as disclosed in writing to Provider, the Property is in compliance with all applicable laws, rules, regulations, ordinances and other governmental requirements ("Laws").

1.7.6 To Multnomah County's knowledge, Multnomah County has not received or given any notice stating that the Property is in violation of any Laws; provided, however that Multnomah County makes no representation as to the availability or suitability of utility connections to the Property. Provider acknowledges, in particular, that the electrical service to the building is not adequate for the Project.

1.7.7 No representation, warranty or statement of Multnomah County in this Agreement or any of the exhibits attached contains any untrue statement of a material fact or omits a material fact necessary to make the statements of facts contained herein not misleading.

1.7.8 To Multnomah County's knowledge, as of the date hereof, there are no defaults by Multnomah County under this Agreement or events that with the passage of time would constitute a default of Multnomah County under this Agreement.

1.7.9 As used in this section, "**Multnomah County's knowledge**" shall mean the actual knowledge of the managerial and supervisory personnel of Multnomah County having direct responsibility for the supervision of the Property, without any duty of inquiry or investigation.

1.8 Provider Representations and Warranties. Provider represents that:

1.8.1 Provider has full power and authority to enter into and perform this Agreement in accordance with its terms, and Provider has taken all requisite action in connection with the execution of this Agreement and the transactions contemplated hereby.

1.8.2 No representation, warranty or statement of Provider in this Agreement or any of the exhibits attached contains any untrue statement of a material fact or omits a material fact necessary to make the statements of facts contained herein not misleading.

1.8.3 As of the date hereof there are no defaults by Provider under this Agreement or events that with the passage of time would constitute a default of Provider under this Agreement.

1.8.4 Provider enters into this Agreement without reliance upon any verbal representation of any kind by Multnomah County, its employees, agents or consultants regarding any aspect of the Property, the Project, its feasibility, financing or compliance with any governmental regulation.

2. PREPARATION OF THE PROPERTY

2.1 **Permits.** Provider, at its own cost, will design, perform, fund and obtain permits for the Project.

2.1 Termination of Leases; Relocation of Tenants

2.1.1 Multnomah County, without any expense to Provider, will terminate all leases on the Property and relocate or evict all tenants no later than the Closing Date. Multnomah County agrees that it will not lease any portion of the Property to any tenant after the Effective Date.

2.1.2 Multnomah County will be responsible for compliance with all Uniform Relocation Act requirements. Provider shall not be responsible for relocation expenses of any tenants on the Property.

2.2 **Utility Service.** Multnomah County makes no representation as to the availability or suitability of utility connections to the Property. Provider shall pay any and all costs of removal, installation, connection, or upgrade of new or existing utilities to serve the Project.

2.3 **Subsurface and Surface Conditions.** The Property shall be conveyed from Multnomah County to Provider in "AS IS" condition. Except as otherwise specifically provided in this Agreement, Multnomah County makes no warranties or representations as to the suitability of the soil conditions or any other conditions of the Property for any improvements to be performed by the Provider, and, except for representations and warranties otherwise provided

by Multnomah County in this Agreement, Provider warrants that it has not relied on any representations or warranties made by Multnomah County as to the environmental condition, the suitability of the soil conditions or any of the conditions of the Property for any improvements to be performed by the Provider. Except for breach of any of Multnomah County's representations and warranties expressly set forth in this Agreement, Provider agrees that Multnomah County will not be liable for any loss, cost or damage that may be caused or incurred by Provider by reason of any such soil or physical conditions on the Property. Multnomah County shall allow Provider free access to Multnomah County's records with respect to such conditions.

2.4 Plan Review and Approval. Provider shall submit plans to Multnomah County for review and approval prior to the Closing Date. Multnomah County's approval shall be limited to a determination whether the plans describe facilities that are adequate to provide the Services described in Exhibit D, with the number and configuration of units described in Exhibit C..

3. COMPLETION OF PROJECT

3.1 Project Financing. Provider will be responsible for obtaining all financing and equity funds necessary to acquire the Property and complete the Project.

3.2 Diligent Completion. Subject to the terms and conditions of this Agreement, Provider covenants to diligently pursue and complete the Project within sixteen (16) months after the Closing Date, subject to Unavoidable Delays as provided in Section 7.9.1.

3.3 Inspection and Property Access. Subject to the terms of any existing leases, before conveying the Property to Provider, and pursuant to a written permit of entry, Multnomah County shall allow Provider and Provider's employees, agents and consultants to enter upon the Property, at all reasonable times whenever and to the extent necessary to carry out the purposes of this Agreement. The Parties acknowledge that prior to the Effective Date Provider has had access to the Property pursuant to a Permit of Entry executed by the Parties.

3.4 Use of the Property. Provider covenants and agrees for itself, its successors, its assigns and every successor-in-interest to the Property or any part thereof, that upon completion of the Project, Provider and such successors and assignees will devote the Property to use as Affordable Housing, Permanent Supportive Housing and performance of the Services consistent with the provisions of Exhibits C and D, which use will continue for at least the Extended Use Period; provided, however, that Provider's covenant to provide the Services is subject to any reduction of funding by any governmental entity of any of the programs or sources described in Exhibit D and the other provisions of Section 7.9.1. This Section 3.4 shall run with the land and survive the issuance of any Certificate of Initial Compliance.

3.5 Project Completion. The project shall be deemed complete ("Project Completion") when the work described in the building permits issued by the City of Portland has been finally approved by City of Portland and Provider has commenced providing the Services.

3.6 Staffing and Operation of Project. Provider covenants and agrees that from and after the Effective Date, the President of Cascadia Housing, Inc. will be the full-time representative with authority to act on behalf of the Provider, or will notify Multnomah County in writing if another person has been given such authority. Provider's project manager for

construction will be Winkler Development Company. Provider will own, operate and maintain the Project at its sole cost and expense.

3.7 Certificate of Initial Compliance.

3.7.1 When Provider is Entitled to Certificate of Initial Compliance. Upon Provider's request after Project Completion, Multnomah County will furnish Provider with a Certificate of Initial Compliance for the Project substantially in the form attached hereto as Exhibit E.

3.7.2 Meaning and Effect of the Certificate of Initial Compliance. The Certificate of Initial Compliance shall provide for termination of obligations under this Agreement and limitation of remedies of Multnomah County as expressly provided for therein.

3.7.3 Form of Certificate of Initial Compliance; Procedure Where Multnomah County Refuses to Issue. A Certificate of Initial Compliance shall be in the form attached as Exhibit E. If Multnomah County refuses or fails to provide a Certificate of Initial Compliance in accordance with this section, then Multnomah County, within fifteen (15) days after Provider provides a written request together with reasonably satisfactory proof of Project Completion, shall provide Provider with a written statement indicating in detail in what respects Provider has failed to provide such proof of Project Completion and what measures or acts Provider must take or perform to obtain such Certificate of Initial Compliance. Multnomah County's failure to furnish Provider with such detailed written statement within such fifteen (15) day period shall be deemed Multnomah County's approval of Provider's request for the Certificate of Initial Compliance.

4. ENVIRONMENTAL MATTERS

4.1 Indemnification. Provider shall be responsible for compliance with all Environmental Laws with respect to its business and the operation of the Project from and after the Closing Date, except for matters caused in whole or in part by the act or failure to act of Multnomah County, its employees, agents, contractors, or invitees. Provider shall defend, indemnify and hold harmless Multnomah County, its successors and assigns, against any and all damages, claims, losses, liabilities and expenses, including, without limitation, reasonable legal, accounting, consulting, engineering and other expenses which may be imposed on or incurred by Multnomah County, its successors or assigns, or asserted against Multnomah County, its successors or assigns, by any other party or parties, including, without limitation, a governmental entity, arising out of or in connection with any violation of Environmental Laws by Provider, except to the extent caused by the negligence or intentional misconduct of Multnomah County or the falsity of any representation or warranty of Multnomah County set forth in this Agreement. Except for matters caused in whole or in part by the act or failure to act of Provider, its employees, agents, contractors, or invitees, Multnomah County, subject to the conditions and limitations of Article XI, Section 10 of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, shall defend, indemnify and hold harmless Provider, its successors and assigns, against any and all damages, claims, losses, liabilities and expenses, including, without limitation, reasonable legal, accounting, consulting, engineering and other expenses which may be imposed on or incurred by Provider, its successors or assigns, or asserted against Provider, its successors or assigns, by any other party or parties, including, without limitation, a governmental entity, arising out of or in connection with any

violation of Environmental Laws by Multnomah County. The indemnities set forth in this Section 4.1 shall survive the termination of this Agreement and the issuance of any Certificate of Initial Compliance.

4.2 **Contribution.** The foregoing indemnity does not limit any rights of contribution that the Parties may have against others under applicable law or agreement. The indemnity is intended only as an allocation of responsibility between the Parties to this Agreement.

5. ASSIGNMENT PROVISIONS

5.1 **Transfers Before Certificate Issuance.** Because it is a municipal entity, Multnomah County is uniquely benefited by the Project. Provider is uniquely qualified to perform the Project. Except as provided in Section 5.2, Provider shall not, prior to the issuance of the Certificate of Initial Compliance, partially or wholly dispose of or agree to dispose of Provider's interest in this Agreement without the prior written approval of Multnomah County.

5.1.1 Multnomah County may require as conditions to such approval that:

(a) The transfer is not in violation of other provisions of this Agreement; and

(b) Any proposed transferee shall have qualifications and financial responsibility acceptable to Multnomah County in its sole discretion; and

(c) The transfer will not cause a material delay in the completion of the Project.

5.1.2 This prohibition will not apply to any sale of the Property at foreclosure (or a conveyance of the Property in lieu of foreclosure) pursuant to foreclosure thereof by a lender.

5.1.3 The provisions of this Agreement (including, without limitation, this Section) will not prevent, prior to the issuance of the Certificate of Initial Compliance, the granting of easements, licenses or permits to facilitate the Project provided that all such easements, licenses or permits shall be subject to the prior approval of Multnomah County, which approval shall not be unreasonably delayed or withheld.

5.2 **Approved Transfers.** Notwithstanding Section 5.1 above, and provided that Provider provides Multnomah County with copies of all agreements related to the transfer at least fifteen (15) days prior to the effective date of the proposed transfer, and any other information reasonably necessary for Multnomah County to determine whether such transfer complies with the requirements of this Agreement, Multnomah County hereby consents to:

5.2.1 Any Mortgage(s) which Provider may cause to attach to the Property provided that Multnomah County has approved the terms of the Mortgage, which approval shall not be unreasonably withheld;

5.2.2 Any transfer of all or a part of the Project or other rights in the Project to any Affiliate of Provider, provided that no provisions of the transfer are in violation of the terms

of this Agreement; and

5.2.3 **Transfer to a partnership, limited liability company or limited partnership,** or joint venture with Provider or any Affiliate of Provider as the managing member or general partner of such entity and retaining principal operational control over the entity. In the event of such transfer, Provider shall remain fully responsible to Multnomah County for the performance of this Agreement through Multnomah County's issuance of the final Certificate of Initial Compliance for the Project, and through the Extended Use Period with respect to the Services.

5.3 **Transfers After Certificate Issuance.** After Multnomah County's issuance of a Certificate of Initial Compliance for the Project, Provider may transfer its interest, or portions of its interest in the Project or this Agreement, without restriction, consent or approval by Multnomah County, provided such transfer is subject to the requirements of Section 3.4.

6. PERMITTED MORTGAGES

6.1. **Effect of Revesting on Mortgages.** Any reversion and revesting of the Property or any portion thereof in Multnomah County and all other post-conveyance rights and remedies of Multnomah County pursuant to this Agreement shall always be subordinate and subject to and limited by, and shall not defeat, render invalid, or limit in any way any lien, Mortgage, or security interest approved by Multnomah County and authorized by this Agreement.

6.2. **Mortgagee Not Obligated To Complete.** Notwithstanding any of the provisions of the Agreement, a Mortgagee or its designee for purposes of acquiring title at foreclosure shall in no way be obligated by the provisions of this Agreement to complete the Project or to guarantee such completion.

6.3. **Copy of Notice of Default to Mortgagee.** If Multnomah County delivers any notice or demand to Provider with respect to any breach of or default by Provider in its obligations or covenants under this Agreement, Multnomah County shall at the same time send a copy of such notice or demand to Investor at its address set forth in Section 8.2, and to each Mortgagee approved by Multnomah County at the last address of such holder shown in the records of Multnomah County.

6.4. **Mortgagee's Options to Cure Defaults.** After any default in or breach of this Agreement by Provider where Provider fails to cure or remedy said default or breach, each Mortgagee and Investor in the Project may, at its option, cure or remedy such breach or default within thirty (30) days after passage of the latest date for Provider's cure of the default, or such longer period as may be required to cure the default with diligence, and if permitted by the Mortgagee's loan documents, to add the cost thereof to the Mortgage debt and the lien of its Mortgage. If the breach or default is with respect to completion of the Project, nothing contained in this Agreement shall be deemed to prohibit the Investor or a Mortgagee, either before or after foreclosure or action in lieu thereof, from completing the Project, provided that the Investor or Mortgagee notifies Multnomah County in writing of its intention to complete the Project in accordance with this Agreement. The Investor or any Mortgagee who properly completes the Project and is substantially providing the Services shall be entitled to issuance of a Certificate of Initial Compliance, upon written request made to Multnomah County following the procedures set forth in Section 3.7 above.

6.5. Amendments or Subordination Agreements Requested by Mortgagee.

Multnomah County shall execute amendments to this Agreement or separate agreements to the extent reasonably requested by the Investor, or Mortgagee proposing to make a loan to Provider secured by a security interest in all or any part of the Property and/or the Project, provided that such proposed amendments or other agreements do not materially and adversely affect the rights of Multnomah County or its interest in the Property. Multnomah County agrees to execute a standard form of mortgage subordination relating to the Property presented by any proposed Mortgagee with respect to a Mortgage. Multnomah County may require that Multnomah County be made an additional beneficiary of any restrictive use or other covenants required by a proposed Mortgagee as a condition of Multnomah County's subordination.

7. DEFAULT; REMEDIES

7.1. Default and Cure.

7.1.1. Default by Provider. A default shall occur if Provider breaches any material provision of this Agreement, whether by action or inaction, and such breach continues and is not remedied within thirty (30) days after Provider receives written notice from Multnomah County specifying the breach. In the case of a breach which cannot with due diligence be cured within a period of thirty (30) days, a default shall occur if Provider does not commence the cure of the breach within thirty (30) days after Provider receives written notice from Multnomah County and thereafter diligently prosecute to completion such cure within one hundred twenty (120) days after the written notice from Multnomah County. A default also shall occur if Provider makes any assignment for the benefit of creditors, or is adjudicated a bankrupt, or has a receiver, trustee or creditor's committee appointed over it that is not removed within sixty (60) days after appointment. Default shall occur, and Multnomah County shall be irreparably harmed by such default, if Provider or its assignee does not substantially provide the Services. Provider shall not be in default hereunder for failure to pay any tax, assessment, lien or other charge if Provider in good faith is contesting the same and has furnished an appropriate bond or other undertaking to assure payment in the event Provider's contest is unsuccessful.

7.1.2. Default by Multnomah County. A default shall occur if Multnomah County breaches any material provision of this Agreement including, without limitation, Multnomah County's failure to perform any obligation which is the responsibility of Multnomah County when such performance is due, whether by action or inaction, and such breach continues and is not remedied within thirty (30) days after Multnomah County receives written notice from Provider specifying the breach or, in the case of a breach which cannot with due diligence be cured within a period of thirty (30) days, if Multnomah County shall not within such thirty (30) day period commence the cure of the breach and thereafter diligently prosecute to completion such cure within one hundred twenty (120) days after written notice from Provider.

7.2. Multnomah County's Pre-Conveyance Remedies. If Provider defaults in any material term of this Agreement before the Property is conveyed to Provider, Multnomah County may, at its option: (i) terminate this Agreement by written notice to Provider, without waiving any cause of action Multnomah County may have against Provider; or (ii) seek monetary damages against Provider. If Multnomah County terminates this Agreement as provided in this Section 7.2 then Provider shall deliver to Multnomah County within thirty (30) days after such termination, copies of all documents related to the Project, including but not limited to Property market research, design documents, engineering documents, proformas and financial projections

prepared by Provider or prepared for Provider by unrelated third parties, and which Provider is authorized to release. Provider shall further execute such documents as may be necessary to assign Provider's rights in and to any permits, contracts or other agreements which Multnomah County requests be assigned. Project contracts may be used by Multnomah County in any manner that Multnomah County deems appropriate with the consent of any party (other than Provider) having approval rights thereunder.

7.3. **Restoration.** If, prior to Project Commencement (including the period prior to Closing), Provider modifies the Property and Provider fails to acquire the Property, Provider agrees to restore the Property to substantially the condition that existed prior to the time that Provider performed any activities thereon, or to such condition as Multnomah County shall reasonably approve. This provision shall apply to modifications to the Property prior to the Effective Date under a Permit of Entry granted to Provider by Multnomah County.

7.4. **Multnomah County's Post-Conveyance Remedies.** If Provider fails to use the Property as required under Section 3.4 hereof at any time after the completion date in Section 3.2, then Multnomah County may demand in writing that Provider cure such default within sixty (60) days. If Provider does not cure the default within the sixty (60) day period (or in the case that such default is not curable within said sixty (60) day period, if Provider shall have not commenced and be diligently pursuing such cure to completion), then such action or inaction shall create in Multnomah County the following remedies:

7.4.1. **Right to Cure.** Multnomah County has the right to cure the Provider's default under this Agreement so long as default is not related to the Provider's failure to commence preparations for the Project. In the event Multnomah County cures such default, Multnomah County may make demand upon the Provider for reimbursement of all reasonable costs associated with such cure within thirty (30) days of demand. Interest on any such costs shall run at the legal rate in Oregon from the date or dates such costs were incurred.

7.4.2. **Right of Legal Action.** Multnomah County may, by mandamus or other suit, action or proceeding at law or in equity, require Provider to perform its obligations and covenants under this Agreement or enjoin any acts or things that may be unlawful or in violation of the rights of Multnomah County under this Agreement.

7.4.3. **Right of Inspection.** Multnomah County shall have access to, and may inspect, examine and make copies of, all of the books and records of Provider pertaining to the Project.

7.4.4. **Right to Require Corrective Plan.** Multnomah County may require Provider to deliver a plan detailing the manner in which Provider shall cure the default.

7.4.5. **Right to Declare Ineligible.** Multnomah County may declare Provider ineligible to receive further Multnomah County financial assistance.

7.4.6. **Right to Other Remedies.** Multnomah County may take such other action at law or in equity as may appear necessary or desirable to Multnomah County to enforce the obligations, covenants and agreements of Provider under this Agreement.

7.4.7. **Right to Require Replacement of Provider of Services.** During the

initial fifteen (15) year low-income housing tax credit compliance agreement for the Project (the "Tax Credit Period"), if Multnomah County reasonably determines, after having exercised one or more of the above remedies, that the default has not been cured, then Multnomah County may send a written demand to Investor requiring replacement of the provider of the Services with another provider of the Services, and listing not less than three (3) organizations willing and able to provide the Services acceptable to Multnomah County. Provider's limited partnership agreement shall, throughout the Tax Credit Period, require Provider and Investor to comply with Multnomah County's demand. Investor shall engage one of the providers from the list provided by Multnomah County and terminate Cascadia Behavioral Healthcare, Inc. within thirty (30) days of receipt of Multnomah County's demand.

7.4.8. Right to Re-enter. After the expiration of the Tax Credit Period, Multnomah County shall also have the right to re-enter and take possession of the Property and terminate Provider's right to perform the Project. It is the intent of this provision together with other provisions of this Agreement, that the conveyance of the Property to Provider shall be made upon, and that the Deed to the Property shall provide for, a condition subsequent to the effect that in the event of failure by Provider to remedy, end or abrogate such default, after expiration of the Tax Credit Period and in the manner stated, then Multnomah County may, upon 60 days written notice to Provider and the Escrow Agent ("Notice of Termination"), declare a termination in favor of Multnomah County of the title, and of all the rights and interest in the Property. Upon delivery of such Notice of Termination, all the title and rights and interest in the Property conveyed to Provider by Deed, or to any successors or permitted assigns of Provider, shall be reconveyed to Multnomah County by quitclaim deed and pursuant to the escrow instructions, each as set forth in Exhibit F.

7.4.9. Non-waiver. Any delay by Multnomah County in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section 7.4 shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that Multnomah County should not be constrained because of concepts of waiver, laches or estoppel so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section or otherwise to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by Multnomah County with respect to any specific default by the Provider be considered or treated as a waiver of the rights of Multnomah County with respect to any other defaults by the Provider or with respect to any particular default except to the extent specifically waived.

7.4.10. Mortgagee's Rights. Multnomah County's remedies under this Section 7.4 are subject to the rights of a Mortgagee to cure a default and to the other Mortgagee protections specified in Section 6.

7.5. Multnomah County Resale.

7.5.1. Multnomah County Completion, Resale. In the event that the title to the Property shall revert in Multnomah County in accordance with Section 7.4, Multnomah County may, at its option and subject to rights of Mortgagees, finish the Project as deemed necessary by Multnomah County, use commercially reasonable efforts to resell at a reasonable price the Property and all improvements (subject to the rights of the Mortgagees) as soon as and in such manner as Multnomah County shall find feasible to a qualified and responsible party or parties

(as determined by Multnomah County in its sole discretion) who will assume the obligation of finishing the Project, or, subject to the rights of the Mortgagees take such other action as may be in the best interests of Multnomah County.

7.5.2. Application of Proceeds from Resale. Upon such resale, and subject to the rights of any Mortgagee, the proceeds thereof shall be applied as follows:

(a) **Multnomah County.** First, to Multnomah County on its own behalf, to reimburse it for all costs and expenses reasonably incurred by it in retaking, completing and selling the Property and its improvements, including, but not limited to, salaries of personnel in connection with the recapture, management and resale of the Property; finish performing the Project which was Provider's responsibility to perform but was done by or on behalf of Multnomah County; all taxes, assessments, and water and sewer charges with respect to the Property or part thereof; any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of reversion of title thereto in Multnomah County or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Provider, its successors or transferees excluding any mortgage if the Property and/or the improvements are sold subject to such mortgage; any expenditures made or obligations incurred with respect to the performing the Project or the Services; any amounts paid to the State of Oregon or the City of Portland, Oregon as lease or license fees, legal fees and costs and any amounts otherwise owing Multnomah County by the Provider and its successor or transferee;

(b) **Provider.** Second, to reimburse the Provider for any costs or expenses paid or incurred by the Provider in performing the Project, or for which Provider remains liable, in making any of the improvements on the Project or part thereof, less any gains or income withdrawn or made as to the Project; and

(c) **Balance to Multnomah County.** Third, any balance remaining after any reimbursements described above shall be retained by Multnomah County as its property.

7.6. Provider's Pre-Conveyance Remedies. If Multnomah County fails to perform any obligation under this Agreement, Provider may, at its option: (i) terminate this Agreement by written notice to Multnomah County without waiving any cause of action Provider may have against Multnomah County; (ii) specifically enforce the obligations of Multnomah County under this Agreement; and (iii) seek monetary damages against Multnomah County.

7.7. Provider's Post-Conveyance Remedies. In the event of Multnomah County's material default after Multnomah County conveys the Property to Provider, Provider may specifically enforce the obligations of Multnomah County under this Agreement, and seek monetary damages against Multnomah County.

7.8. Nonexclusive Remedies. The rights and remedies provided by this Agreement shall not be deemed exclusive, except where otherwise indicated, and shall be in addition to any and all rights otherwise available at law or in equity. The exercise by either Party of one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or of any of its remedies for any other default by the other Party, including, without limitation, the right to compel specific performance. Any limitation of

remedies set forth herein should not limit or affect the obligations of a Party under any contractual indemnities set forth herein.

7.9. Force Majeure.

7.9.1. Neither a Party nor a Party's successor in interest shall be considered in breach of or in default with respect to any obligation created hereunder or progress in respect thereto if the delay in performance of such obligations (the "Unavoidable Delay") is due to causes that are beyond its control, and without its fault or negligence, including but not limited to (a) acts of God, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquake, explosion, mob violence, and riot, (b) inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, (c) litigation or arbitration relating to zoning or governmental action or inaction pertaining to the Project, delay in the issuance of necessary permits for the Project not caused by the fault of Provider, (d) any reduction of funding by any governmental entity of any of the programs or sources described in Exhibit D, (e) any sustained vacancy attributable to the Permanent Supportive Housing units that cannot be mitigated with PSA Risk Mitigation Pool funds available to Provider and which threatens the Property's financial stability, or (f) malicious mischief, unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar events and/or occurrences beyond the control of such Party; provided, however, that Multnomah County may not rely on the references herein to acts of the government or governmental action or inaction to excuse its own delays.

7.9.2. It is the purpose and intent of this provision that, in the event of the occurrence of any such Unavoidable Delay, the time or times for performance of the obligations of Multnomah County or Provider, as the case may be, shall be extended for the period of the Unavoidable Delay; provided, however, that the Party seeking the benefit of this Section shall, within five (5) after the Party becomes aware of the causes of any such Unavoidable Delay, notify the other Party in writing of the cause or causes of the delay and the estimated time of correction. The period(s) of Unavoidable Delay for matters listed Section 7.9.1 shall not exceed 180 days in the aggregate.

8. MISCELLANEOUS PROVISIONS

8.1. **Discrimination.** Provider, for itself and its successor and assigns, agrees that during the preparations for the Project, Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income.

8.2. **Notice.** Any notice or communication under this Agreement by either Party to the other shall be deemed given and delivered (a) forty-eight (48) hours after being dispatched by registered or certified U.S. mail, postage prepaid, return receipt requested, or (b) when received if personally delivered, and:

In the case of a notice to Provider, addressed as follows:

Cascadia Housing, Inc.
3034 NE Martin Luther King Jr. Blvd.
Portland, Oregon 97212

Mailing address:
PO Box 9275
Portland, OR 97207-9275
Attn: Jim Hlava

with a copy to:

Schwabe, Williamson & Wyatt, P.C.
1211 SW Fifth Avenue, Suites 1500-1900
Portland, Oregon 97204
Attn: Roy D. Lambert

and a copy to Investor:

Wincopin Circle LLLP
c/o Enterprise Community Investment, Inc.
520 SW Sixth Avenue, Suite 700
Portland, OR 97204

In the case of a notice or communication to Multnomah County, addressed as follows:

Director, Department of County Human Services
421 SW Oak
Portland, OR 97204

and

Director
Multnomah County Facilities and Property Management
401 North Dixon
Portland, Oregon 97227

with a copy to:

Multnomah County Attorney
501 SE Hawthorne Blvd., Suite 500
Portland, OR 97214

or addressed in such other way in respect to either Party as that Party may, from time to time, designate in writing dispatched as provided in this Section. Notice given in any other manner shall be effective upon receipt by the Party for whom the same is intended.

8.3. **Participation in Special Programs.** Provider must comply with all applicable provisions of Federal or state statutes concerning equal employment opportunities for persons engaged in the Project.

8.4. **Merger.** None of the provisions of this Agreement are intended to or shall be merged by reason of any Deed transferring title to the Property from Multnomah County to

Provider or any successor in interest, and any such Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement, but shall be deemed made pursuant to this Agreement.

8.5. **Headings.** Titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

8.6. **Waivers.** No waiver made by either Party with respect to the performance, or manner or time thereof, of any obligation of the other Party or any condition inuring to its benefit under this Agreement shall be considered a waiver of any other rights of the Party making the waiver. No waiver by Multnomah County or Provider of any provision of this Agreement or any breach thereof shall be of any force or effect unless in writing; and no such waiver shall be construed to be a continuing waiver.

8.7. **Attorneys' Fees.** If a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under the U.S. Bankruptcy Code, is instituted to interpret or enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by law. This provision shall cover costs and attorney fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

8.8. **Choice of Law.** Oregon law shall govern this Agreement.

8.9. **Construction.** In construing this Agreement, singular pronouns shall be taken to mean and include the plural and the masculine pronoun shall be taken to mean and include the feminine and the neuter, as the context may require.

8.10. **Legal Purpose.** Provider agrees that it shall use the Property solely for lawful purposes.

8.11. **Severability.** If any clause, sentence or any other portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law,

8.12. **Entire Agreement.** This Agreement and the attachments hereto are the entire agreement between the Parties. There is no other oral or written agreement between the Parties with regard to this subject matter. There are no oral or written representations made by either Party, implied or express, other than those contained in this Agreement.

8.13. **Amendments and Modifications.** Any modifications to this Agreement shall be made in writing and executed by both Parties, and approved by Multnomah County. The Parties recognize that circumstances may change and that it may be in the interest of both Parties that this Agreement be amended from time to time. For this reason, each Party will consider changes that may be proposed by the other during the term of this Agreement. The Chair, Multnomah

County Board of County Commissioners shall have the authority to approve modifications to this Agreement on behalf of Multnomah County.

8.14. **Successors and Assigns.** Subject to the provisions of Section 5, the benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors and assigns of the Parties.

8.15. **Place of Enforcement.** Any action or suit to enforce or construe any provision of this Agreement by any Party shall be brought in the Circuit Court of the State of Oregon for Multnomah County, or the United States District Court for the District of Oregon in Portland, Oregon.

8.16. **No Partnership.** Nothing contained in this Agreement or any acts of the Parties hereby shall be deemed or construed by the Parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or any association between any of the Parties.

8.17. **Non-waiver of Government Rights.** Subject to the terms and conditions of this Agreement, by making this Agreement and delivery of the Deed, Multnomah County is specifically not obligating itself or any other agency with respect to any discretionary action relating to preparations for or operation of the Project, including, but not limited to funding of Services, or rezoning, variances, environmental clearances or any other governmental approvals which are or may be required, except as expressly set forth herein.

8.18. **Approvals.** Where approvals of Multnomah County are required, Multnomah County will approve or disapprove within fifteen (15) business days after receipt of the material to be approved, except where a longer or shorter time period is specifically provided to the contrary. Failure by Multnomah County to approve or disapprove within said period of time shall be deemed a disapproval, except as otherwise expressly provided herein. If Multnomah County fails to approve within the 15-day period, the Provider may resubmit the material to be approved in its discretion. If Multnomah County fails to approve or disapprove within the second 15-day period, such Multnomah County failure shall be deemed an approval. Any disapproval shall state in writing the reasons for such disapproval. Approvals will not be unreasonably withheld, except where rights of approval are expressly reserved to Multnomah County's sole discretion in this Agreement. Provider, upon receipt of such disapproval, shall revise such disapproved portions in a manner responsive to the stated reasons for disapproval and resubmit the same to Multnomah County within forty-five (45) days after receipt of the notice of disapproval.

8.19. **Approval by Multnomah County.** Unless specified to the contrary elsewhere in this Agreement as to a particular consent or approval, whenever consent or approval by Multnomah County is required under the terms of this Agreement, all such consents or approvals shall be given in writing from the Chair, Board of County Commissioners or from such other Multnomah County staff as the Chair has designated to give approvals.

8.20. **Recording of Memorandum of Agreement.** So long as Provider is not in default herein Provider may at any time record a Memorandum of this Agreement. The form of the Memorandum of Agreement is attached as Exhibit G to this Agreement. When Multnomah County issues to Provider a Certificate of Initial Compliance or if the Agreement is terminated,

the Parties shall cooperate to promptly execute and record an appropriate Amended Memorandum of Agreement or Termination of Agreement to reflect the issuance of the Certificate of Initial Compliance or the termination of this Agreement as the case may be.

8.21. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day which is not a Saturday, Sunday or legal holiday. All periods of time shall be deemed calendar days unless specifically designated as Business Days. Business Days shall mean Monday through Friday excluding state or federal legal holidays.

8.22. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.23. Good Faith and Reasonableness. The Parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of a Party being given "sole discretion" or "sole judgment."

8.24. Dispute Resolution. Except as provided below, all disputes arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings. The Parties shall endeavor to resolve any disputes initially by mediation. The mediator shall be an individual mutually acceptable to the Parties. A request for mediation shall be filed in writing with the other Party. The Parties shall share the mediator's fee and any filing fees, equally. The mediation shall be held in Portland, Oregon at a location mutually acceptable to the Parties. The mediation hearing shall occur within thirty (30) days of the request for mediation. Notwithstanding the foregoing, the Parties shall not be required to submit to mediation any claims in equity, such as claims for injunctive relief.

8.25. Time is of the Essence of this Agreement.

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

OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING
PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 and 195.305 to 195.336 and
SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

Executed in multiple counterparts as of the day and year first above written.

Multnomah County

By: _____
Ted Wheeler
Chair

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me on _____, 2008, by Ted Wheeler, Chair of the Multnomah County Board of County Commissioners.

Notary Public for Oregon
My Commission expires: _____

Reviewed
AGNES SOWLE, COUNTY ATTORNEY FOR
MULTNOMAH COUNTY

John S. Thomas
Deputy County Attorney

PROVIDER:

Cascadia Housing, Inc.
an Oregon nonprofit corporation

By: _____
 Neal Beroz
Its: President

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me on _____, 8, by Neal Beroz as
President of Cascadia Housing, Inc. an Oregon nonprofit corporation.

Notary Public for Oregon
My Commission expires: _____

EXHIBIT A
LEGAL DESCRIPTION

Lots 1, 2, 3 and the North 10 feet of Lot 4, Block 262, CITY OF PORTLAND, in the City of Portland, County of Multnomah and State of Oregon.

EXHIBIT B

DEED FORM

After recording return to, and until a change is requested, all tax statements shall be sent to the following address:

Cascadia Housing, Inc.
P.O. Box 9275
Portland, Oregon 97207-9275

BARGAIN AND SALE DEED
(Statutory Form)

Multnomah County, a political subdivision of the state of Oregon, Grantor, conveys to Cascadia Housing, Inc., an Oregon nonprofit corporation, Grantee, the following described real property:

See Attached Exhibit 1

The true consideration for this conveyance is \$ 0. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

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

Dated this ____ day of _____, 2008.

Multnomah County, a political subdivision of
the state of Oregon

By: _____

Name: _____

Title: _____

STATE OF OREGON)
) SS
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____,
_____, by _____, as _____ of Multnomah
County.

Notary Public for Oregon
My commission expires: _____

Exhibit 1

Legal Description

Lots 1, 2, 3 and the North 10 feet of Lot 4, Block 262, CITY OF PORTLAND, in the City of Portland, County of Multnomah and State of Oregon.

EXHIBIT C

PREPARATION OF THE PROPERTY

The Project consists of preparation of the Property for delivery of the Services as follows:

1. The Project facility shall consist of an 80-unit housing complex consisting of 50 studio and 30 one-bedroom apartments designated as follows:
 - 28 Affordable Housing units
 - 25 Permanent Supportive Housing units for individuals with mental health and addictions issues,
 - 25 Permanent Supportive Housing units for chronically homeless individuals, and
 - 2 units (one-bedroom apartments) for Live-in Apartment Managers.
2. The Project includes all of the planning, design, engineering, financing and construction activities necessary to complete the Project.
3. The Project includes all of the preparation of the Property as required by governmental authorities with jurisdiction over the Property in order to provide the Services from the Property.

Upon completion of the Project, Provider shall offer the Services described in Exhibit D to the eligible populations described therein.

EXHIBIT D

SERVICES

- 1 The following services and staffing shall be provided to serve all individuals occupying units at the Property:
 - 1.1 3.0 Full Time Equivalent (FTE) Program Monitors (120 hours per week) - Program Monitors will be on site sixteen (16) hours per day for seven (7) days per week with responsibility for establishing a pro-social, creative community and to promote a safe and healthy environment at the Property. Typical staffing hours will be from mid-afternoon to the following morning. Program Monitors will actively promote a positive peer culture throughout the Property.
 - 1.2 0.4 FTE Asset Manager (16 hours per week) - The Asset Manager will be responsible to coordinate all aspects of property management at the Property.
 - 1.3 1.0 FTE Service Coordinator (40 hours per week) - The Service Coordinator will focus on linkages and referrals to community resources. The Service Coordinator will be responsible for linking tenants to services, leading education and recovery groups, and working with property management to promote lease compliance.
 - 1.4 0.5 FTE Program Supervisor (20 hours per week) - The Program Supervisor will be responsible for supervision of the program staff and coordination of services at the Property.
 - 1.5 2 Live-In Apartment Managers who will together provide 40 total hours of on-site work per week combined for both managers. The Live-in Apartment Managers will be responsible for rent collection, light duty maintenance and property management at the Property.
- 2 The following additional services shall be provided to chronically homeless individuals occupying Permanent Supportive Housing units:
 - 2.1 These services will be arranged by the Provider through sponsor organizations with qualifications the equivalent of Cascadia Behavioral HealthCare (CBH) and Central City Concern (CCC).
 - 2.2 Two (2) hours per resident per week on average focusing on intensive case management and housing retention.
 - 2.3 Services will be individualized by resident and will consist of individual and group work in addition to consultation and coordination with other on-site program staff.
 - 2.4 The services focus will be on recovery-oriented services, assistance in obtaining and/or maintaining available benefits, support with developing or retaining

familial ties, and supportive counseling.

- 2.5 A major focus of case management will be to support tenants in obtaining and utilizing the skills needed to live independently.
 - 2.6 Prospective Permanent Supportive Housing Tenants who are Chronically Homeless Individuals will come from CCC's Community Engagement Program and from CBH's CORE/ACT and Recovery Support services programs, and from Project Respond's Homeless Outreach and Jail Diversion programs as well as from other organizations and through self-referral.
- 3 The following additional services shall be provided to individuals with mental health and addictions issues who are occupying Permanent Supportive Housing units:
- 3.1 These services will be arranged by the Provider through sponsor organizations with qualifications the equivalent of CBH and CCC.
 - 3.2 One (1) hour per resident per week on average focusing on case management and housing retention.
 - 3.3 Services will be individualized by resident and will consist of individual and group work in addition to consultation and coordination with other on-site program staff.
 - 3.4 Prospective Permanent Supportive Housing Tenants who are individuals with mental health and addictions issues will come from CCC's Community Engagement Program and from CBH's CORE/ACT and Recovery Support Services programs, and from Project Respond's Homeless Outreach and Jail Diversion programs as well as from other organizations and through self-referral.
- 4 Provider will make best efforts to pursue provision of the following additional services at the Property.
- 4.1 Provider has recently submitted a proposal to the State of Oregon's Addiction and Mental Health Department for services attached to 20 Permanent Supportive Housing slots.
- 5 Provider will make reasonable efforts to pursue other resources that can further enhance services at the Property.

EXHIBIT E

CERTIFICATE OF INITIAL COMPLIANCE

MULTNOMAH COUNTY (the "County"), a political subdivision of the State of Oregon, hereby certifies that Cascadia Housing, Inc., an Oregon nonprofit corporation ("Provider") has satisfactorily completed the Project and commenced providing the Services, as such Project and Services are described in the Agreement for Disposition of Property for the Martha Washington Apartments, dated _____, 2008 (herein called the "ADP"), a memorandum of which was recorded in the Records of Multnomah County, Oregon as Document No. _____, on _____, 2008. Capitalized terms used herein without definition shall have the meaning ascribed to them in the ADP.

The County hereby certifies that as of the date of this Certificate, the Services are being performed to the County's satisfaction, except for any insubstantial items which are being addressed by Provider.

This Certificate of Initial Compliance is and shall be a conclusive determination of the satisfaction of all of the agreements, covenants, and conditions contained in the ADP with respect to the obligations of Provider, its successors and assigns, as to the completion of the Project.

Further, any party acquiring, leasing or taking a mortgage, security interest or other interest in the Project or any portion of the Project shall not (because of such purchase or lease) have any obligation under the ADP with respect to the completion of the Project, and

The County shall hereafter not have, nor be entitled to exercise, any rights or remedies or controls that it may otherwise have been entitled to exercise under the ADP with respect to the completion of the Project, or as a result of a default in or breach of any provisions of the ADP relating to completion of the Project by the Provider, or by any successors in interest or assigns of Provider. The County specifically reserves the County's right to enforce Provider's obligation to provide the Services during the Extended Use Period by injunction, order for specific performance, claim for damages, or any other remedy that may be available at law or in equity. The County confirms that, except for a failure to provide for the Services described in Exhibit D of the ADP after the Tax Credit Period, the County has no right of re-entry to the Project.

IN WITNESS WHEREOF, the County has caused this instrument to be executed this ____ day of _____, 2008.

Multnomah County, a political subdivision of the State of Oregon

By: _____

Name: _____

Title: _____

STATE OF OREGON)
) SS
COUNTY OF _____)

 This instrument was acknowledged before me this ____ day of _____,
____, by _____, as _____ of Multnomah
County.

Notary Public for Oregon
My commission expires: _____

EXHIBIT F

RECONVEYANCE QUITCLAIM DEED AND ESCROW INSTRUCTIONS

After recording return to
and send tax statements to:
Multnomah County Attorney
501 SE Hawthorne, Suite 500
Portland, OR 97214

QUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged,
_____ an Oregon _____ does hereby
DEMISE, RELEASE AND QUITCLAIM to MULTNOMAH COUNTY, a political subdivision
of the State of Oregon, all right, title and interest in and to the following described real property,
with the tenements, hereditaments and appurtenances, situated in the County of Multnomah and
State of Oregon, to wit:

See Attached Exhibit 1

To Have and To Hold the same unto the said grantee and grantee's successors and assigns
forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ -0-.
However, the actual consideration consists of or includes other property or value given or
promised which is the whole consideration.

It is intended that the delivery of this Deed shall not effect a merger of the provisions of that
certain Agreement for Disposition of Property for the Martha Washington Apartments, dated
_____, 2008, a memorandum of which was recorded on _____, 2008 as Fee
No. _____, Records of Multnomah County, Oregon ("ADP"), including, without limitation,
Section 8.7 of the ADP, that are intended to continue after delivery of this Deed.

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

In Witness Whereof, grantor has executed and sealed this instrument this ____ day of
_____, ____.

an Oregon _____

By: _____
Title: _____

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing document was personally acknowledged before me this ____ day of _____, 2008, by _____, who being duly sworn, did say that he or she is the _____ of _____, an Oregon _____, and that the foregoing instrument was signed on behalf of said limited liability company, and acknowledged said instrument to be its voluntary act and deed.

Notary Public for Oregon
My Commission Expires: _____

ESCROW INSTRUCTIONS FOR QUITCLAIM DEED

[INSERT NAME, ADDRESS
OF TITLE COMPANY]

Attention: [INSERT TITLE OFFICER]

Re: Escrow No. __

_____, an Oregon _____
("Provider") has entered into that certain Agreement for Disposition of Property for the Martha Washington Apartments ("ADP") with Multnomah County, a political subdivision of the State of Oregon ("County") dated as of _____, 2008, a memorandum of which was recorded _____, 2008 as Fee No. _____, Records of Multnomah County, Oregon, whereby the County will convey to the Provider or its assignees certain real property (the "Property") in Portland, Oregon. The Property is the subject of this escrow and is described in the accompanying quitclaim deed ("Quitclaim Deed").

Section 7.4.1 of the ADP provides that, under certain circumstances, the County is entitled to reconveyance of the Property pursuant to the Quitclaim Deed and Escrow Instructions. This document constitutes those escrow instructions and is for the purpose of irrevocably instructing you as to the disposition of the accompanying Quitclaim Deed.

In the event that you receive from the County a notice signed by the County's Chair certifying that a copy of said notice has been delivered concurrently to Provider and certifying that the ADP has been terminated according to its terms and the rights to the Property described in the Quitclaim Deed have reverted in the County pursuant to the ADP ("Notice of Termination"), you shall at the end of sixty (60) days after receipt of said instructions record the Quitclaim Deed unless you are within said sixty (60) day period, notified by the County that the County has withdrawn the Notice of Termination, or unless you are prohibited from recording the Quitclaim Deed by temporary restraining order, preliminary injunction, or other court order.

In the event that there still remains in your possession an undisposed Quitclaim Deed by [insert date sixty (60) years after ADP scheduled date for completion of improvements], you will forthwith return the Quitclaim Deed to Provider.

These instructions may not be withdrawn or in any way amended, modified or waived without the prior written consent of both of the parties hereto.

Please indicate your acceptance of and agreement to carry out these instructions as indicated below.

Very truly yours,

an Oregon limited liability company

By: _____

Name: _____

Its: _____

Very truly yours,

MULTNOMAH COUNTY, a political subdivision of the State of Oregon

By: _____

Name: _____

Its: _____

Accepted and agreed to this
____ day of _____, 200__

By _____ (TITLE COMPANY)

EXHIBIT G

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Multnomah County

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Memorandum") is made as of this ____ day of _____, 2008, by and between **Multnomah County**, a political subdivision of the State of Oregon ("County"), and **Cascadia Housing, Inc.**, an Oregon nonprofit corporation ("Provider").

RECITALS

A. County is the owner of that certain real property located in the County of Multnomah, State of Oregon, more particularly described on Exhibit 1 (the "Property").

B. County and Provider entered into an Agreement for Disposition of Property, dated _____, 2008 (the "Agreement"), whereby County agreed to sell, and Provider agreed to purchase, the Property.

C. The Agreement imposes certain obligations on Provider with respect to preparations for and provision of certain services at the Property (the "Services"). If Provider fails to meet its obligation with respect to the Services, County has the right to cause Provider to reconvey the Property to County.

D. County and Provider now desire to provide constructive notice of the Agreement.

AGREEMENT

1. County has agreed to sell, and Provider has agreed to purchase, the Property in accordance with the terms and conditions set forth in the Agreement.

2. After conveyance of the Property by County to Provider, the parties have continuing obligations to each other with respect to the Services as described in the Agreement.

3. This Memorandum may be modified or terminated by an Amended Memorandum of Agreement as provided in the Agreement.

4. This Memorandum has been executed, acknowledged, and recorded solely for the purpose of providing constructive notice of the Agreement. If any inconsistency or conflict arises between the provisions of the Memorandum and the Agreement itself, the terms, conditions, and covenants of the Agreement are to control. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Agreement. This Memorandum may

be executed in one or more counterparts, which when taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum on the day and year first above written.

"COUNTY"

"PROVIDER"

Multnomah County, a political subdivision of the State of Oregon

Cascadia Housing, Inc., an Oregon nonprofit corporation

By: _____
Name: _____
Title: _____

By: _____
Neal Beroz, President

State of Oregon)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the _____ of Multnomah County, a political subdivision of the State of Oregon to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2008.

State of Oregon)
) ss.
County of _____)

Notary Public for Oregon
My commission expires: _____

I certify that I know or have satisfactory evidence that Neal Beroz is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Cascadia Housing, Inc., an Oregon nonprofit corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2008.

Notary Public for Oregon
My commission expires: _____

Exhibit 1

Lots 1, 2, 3 and the North 10 feet of Lot 4, Block 262, CITY OF PORTLAND, in the City of Portland, County of Multnomah and State of Oregon.