



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

REVISED 09/30/08

BOARD OF COMMISSIONERS

Ted Wheeler, Chair

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

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OCTOBER 2, 2008 BOARD MEETING

FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:30 a.m. Thursday Opportunity for Public Comment on Non-Agenda Matters
Pg 2	9:30 a.m. Thursday Proclaiming October 2008 Oregon Archives Month
Pg 3	9:35 a.m. Thursday Proclaiming October 5-11, 2008 Mental Health Awareness Week
Pg 3	10:00 a.m. Thursday Resolution Approving Third Amendment to Lease with Columbia Watumull, LLC, for Office Space at Columbia Pacific Plaza
Pg 3	10:05 a.m. Thursday Domestic Violence Briefing and Proclaiming October 2008 Domestic Violence Awareness Month
	The Thursday October 9, 2008 Board Meeting is CANCELLED

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Thursday, October 2, 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 SERVICES

- C-1 RESOLUTION Authorizing the Execution of a Contract between Multnomah County, Seller, and Richard G. and Gaye M. Herrera, Purchaser of a Tax Foreclosed Property Sold at Public Auction and Deed to Purchaser at Contract Completion
- C-2 RESOLUTION Setting a Public Hearing Date of October 16, 2008 for the Proposed Transfer of a Tax Foreclosed Property to a Non Profit, Oregon Sustainable Agriculture Land Trust (OSALT) for Perpetual Public Use and Directing Publication of the Public Notice
- C-3 Amendment No. 1 to the 2002 OTIA and Jurisdictional Transfer Revenue Agreement 0405167 - Sandy Boulevard (US 30 Bypass) Preservation Project, NE Sandy Boulevard and NE 207th Avenue, NE Portland Highway, State Hwy. No. 123, Multnomah County

DEPARTMENT OF COUNTY HUMAN SERVICES

- C-4 Budget Modification DCHS-07 Reclassifying One Program Development Specialist Position to a Program Development Specialist Senior Position in the Mental Health and Addiction Services Division, as Determined by Class/Comp Unit of Central Human Resources

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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.

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- R-3 Budget Modification DCHS-06 Adding a Mental Health Consultant Position in the Mental Health and Addiction Services Division, and Reallocating \$311,944 from Personnel Services to Professional Services in the Early Psychosis Intervention Program
- R-4 Budget Modification DCHS-10 Increasing a .50 FTE Program Development Technician Position to Full-time in the Mental Health and Addiction Services Division
- R-5 Budget Modification DCHS-08 Increasing the Department of County Human Services Fiscal Year 2009 Federal/State Appropriation by \$48,293 in State of Oregon Housing and Community Services Grant Funding

DEPARTMENT OF COUNTY MANAGEMENT – 10:00 AM

- R-6 RESOLUTION Approving Third Amendment to Lease with Columbia Watumull, LLC, for Office Space at Columbia Pacific Plaza, 2205 NE Columbia Blvd., Portland, Oregon, and Authorizing County Chair to Execute Lease Amendments and Renewals

DEPARTMENT OF COMMUNITY JUSTICE – 10:05 AM

- R-8 BUDGET MODIFICATION DCJ-07 Requesting a General Fund Contingency Transfer of \$205,000 to the Department of Community Justice for a Property Lease Renewal and Expansion at the Columbia Pacific Plaza

NON-DEPARTMENTAL – 10:05 AM

- R-7 Briefing on Domestic Violence and PROCLAMATION Proclaiming the Month of October 2008 Domestic Violence Awareness Month in Multnomah County, Oregon. Presented by Commissioner Lisa Naito, Domestic Violence Coordinator Chiquita Rollins, Judge Maureen McKnight, Invited Others. 45 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.

BOGSTAD Deborah L

From: BOGSTAD Deborah L
Sent: Tuesday, September 30, 2008 4:59 PM
To: MADRIGAL Marissa D; BOWEN-BIGGS Tara C; KARNES Ana
Cc: FISH Warren
Subject: RE: Sequence for Thursday Board meeting

Just one thing, the Chair has to convene the meeting before team is introduced.

Deb Bogstad, Board Clerk
Multnomah County Commissioners
501 SE Hawthorne Boulevard, Suite 600
Portland, Oregon 97214-3587
(503) 988-3277 phone
(503) 988-3013 fax
deborah.l.bogstad@co.multnomah.or.us
<http://www.co.multnomah.or.us/cc/index.shtml>

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

From: MADRIGAL Marissa D
Sent: Tuesday, September 30, 2008 4:48 PM
To: BOWEN-BIGGS Tara C; BOGSTAD Deborah L; KARNES Ana
Cc: FISH Warren
Subject: FW: Sequence for Thursday Board meeting

Hello All,

This is the plan for the intro of the IRCO/Asian Family Center Youth Gang Prevention Services Basketball Tournament Champions at our BCC meeting Thurs.

I'll be out of town tomorrow through Friday, so please contact Warren if you have any questions.

Thanks!

Marissa

p.s. The times I've listed are an estimate, I would hope it could go very quickly as soon as all the commissioners are there.

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

From: MADRIGAL Marissa D
Sent: Tuesday, September 30, 2008 2:50 PM
To: 'makaranoy@mail.irco.org'
Cc: FISH Warren
Subject: Sequence for Thursday Board meeting

Hi Mak! Here's the schedule for Thursday.

Our address is 501 SE Hawthorne Blvd.

9:00-9:15 Team members, the tournament coordinator Mac Wim, Polo, and Colleen from IRCO will meet Warren Fish upstairs in our office (6th Floor, District 2). Once gathered, Warren will take you down to the meeting.

9:25 Seat the team in the front row of the Board room. The idea is to get this done as soon as all the commissioners are seated.

9:30 Once Commissioners are seated, Jeff will introduce the team:
He'll call each of them up by name and we'll have a round of applause when they're all standing.

9:32 Polo, Mak, Colleen or a designated team player could make any comments they'd like to make. (1 minute or so)

The team can then present the Commissioners with the signed basketball.

(Picture Taking)

Start BCC meeting.

Warren's contact info is warren.fish@co.multnomah.or.us and 503-988-5219

Have a great time!!!!

Marissa Madrigal

Chief of Staff

Multnomah County Commissioner Jeff Cogen

District 2

501 SE Hawthorne Street

Portland, Oregon 97214

503.988.5239



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST short form

Board Clerk Use Only

Meeting Date: 10/02/08
Agenda Item #: C-1
Est. Start Time: 9:30 AM
Date Submitted: 09/15/08

Agenda Title: **RESOLUTION Authorizing the Execution of a Contract between Multnomah County, Seller, and Richard G. and Gaye M. Herrera, Purchaser of a Tax Foreclosed Property Sold at Public Auction and Deed to Purchaser at Contract Completion**

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

Date Requested: October 2, 2008
Department: Community Services
Contact(s): Gary Thomas
Phone: 503-988-3590 Ext. 22591
Presenter(s): Gary Thomas
Time Requested: Consent Item
Division: Tax Title
I/O Address: 503/4/TT

General Information

1. What action are you requesting from the Board?

The Tax Title Section is requesting the Board to approve the sale of a tax foreclosed property purchased at public auction held August 6, 2008 on contract to the highest bidder Richard G. and Gaye M. Herrera.

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

The subject property is a vacant lot located adjacent to 10017 NE 13th off of NE Marine Drive (see exhibit A). The property came into county ownership through the foreclosure of delinquent tax liens on September 25, 2006. It has dimensions of more or less 101' along NE 13th, 115' along the south line, 103' along the north line and 86.3' along the east line. The lot contains approximately 10,050 square feet of area. The City of Portland records show the current zoning to be R10h and R10hx. The overlay zoning designations are for Aircraft Landing Zone and Portland International Airport Noise Impact Zone.

Richard G. and Gaye M. Herrera were the highest bidders at the Public Auction with a bid of \$80,000 for this parcel. The County acknowledges receipt of the sum of \$16,000 as deposit paid by the Buyer on the day of the auction. At the contract signing the buyer has agreed to carry the

remaining balance of \$64,000 on a 15 year contract at 7% annual interest.

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

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

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

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

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

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

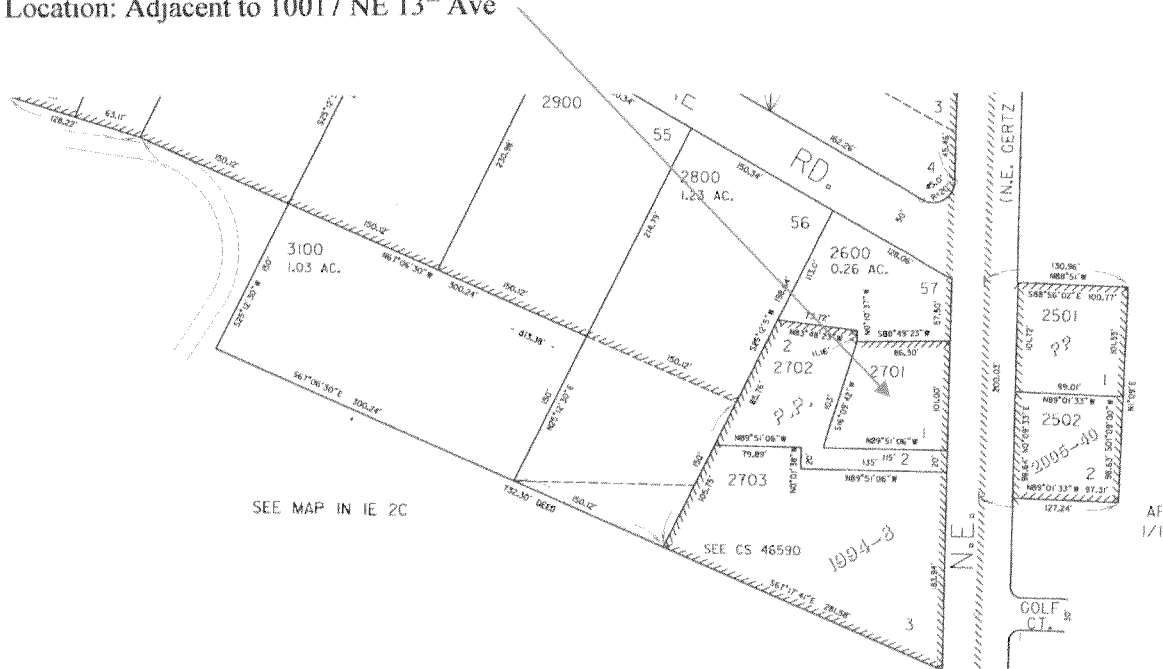
Multnomah County will pay the City of Portland Auditor for the outstanding liens on this property when the sale by contract is authorized.

EXHIBIT A

Property No.: 3

Tax Account Number R238142

Location: Adjacent to 10017 NE 13th Ave



Subject Property is located in front of the residence at 10017 NE 13th Ave.



Required Signature

**Department/
Agency Director:**

M. Cecilia Johnson

Date: 09/12/08

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing the Execution of a Contract between Multnomah County, Seller, and Richard G. and Gaye M. Herrera, Purchaser of a Tax Foreclosed Property Sold at Public Auction and Deed to Purchaser at Contract Completion

The Multnomah County Board of Commissioners Finds:

- a. On August 6, 2008 Multnomah County conducted a public auction and sale of tax-foreclosed real property, including the property described below (the Property).
- b. The public sale was conducted consistent with the requirements of ORS 275.110 to 275.250 and MCC Chapter 7.
- c. Richard G. and Gaye M. Herrera were the highest bidders with a bid of \$80,000 for the Property.
- d. The Sheriff delivered to the purchaser a Certificate of Sale as required under ORS 275.150 containing the legal description of the Property, the whole purchase price, the amount paid in cash, and the dates upon which future payments will become due.

The Multnomah County Board of Commissioners Resolves:

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

LOT 1 PARTITION PLAT 1994-8

ADOPTED this 2nd day of October, 2008.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Attorney

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

Exhibit A (Resolution)

CONTRACT OF SALE

Opening Clause:

DATED: _____, 2008.

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

AND: Richard G. & Gaye M. Herrera ("Purchaser")
607 NE Russell ST
Portland OR 97212

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

LOT 1 PARTITION PLAT 1994-8

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

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

Richard G. & Gaye M. Herrera
607 NE Russell ST
Portland OR 97212

Section 1. Purchase Price and Payment

1.1 Total Purchase Price. Purchaser promises to pay Seller as the total purchase price for the Property the sum of \$80,000 (US).

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

1.2.1 Down Payment. On or before the Closing Date, as defined in Section 3.1, Purchaser will pay the sum of \$16,000 in immediately available funds as a down payment of 20% on the purchase price, which sum will include any amount previously paid to Seller; to be applied to the purchase price at closing.

1.2.2 Interest Rate and Scheduled Payment Dates. Interest on the remaining balance of \$64,000 will accrue at the rate of 7% per annum from the Closing Date.

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

1.2.3 Maturity Date. All unpaid principal and all accrued but unpaid interest must be paid in full on _____, 2023 the 15th anniversary of the Closing Date.

1.3 Prepayments. Purchaser may on any installment due date prepay without penalty all or any portion of the unpaid principal. All prepayments will be applied first to accrued but

unpaid interest to date, then to amounts due Seller under this Contract other than principal or interest, then to the last installment of principal scheduled under this Contract, and will not excuse Purchaser from making the regular monthly payments when due under this Contract until the remaining balance has been paid in full. This paragraph applies to any payments due under this Contract that are accelerated because of Purchaser's default under any of the provisions of this Contract.

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

WARNING

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

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

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

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

Section 2. Taxes and Liens

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

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

Section 3. Closing

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

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

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

Section 4. Possession

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

Section 5. Maintenance and Alterations

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

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

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

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

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

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

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

Section 6. Insurance

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

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

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

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

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

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

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

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

Section 8. Deed

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

Section 9. Default

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

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

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

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

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

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

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

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

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

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

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

(a) Use, operate, manage, control, and conduct business on the Property and make necessary expenditures for all maintenance and improvements that in its judgments are proper;
(b) Collect all rents, revenues, income, issues, and profits (the "Income") from the Property and apply those sums to the necessary expenses of use, operation, and management;
(c) At Seller's option, complete any construction in progress on the Property and, in that connection, pay all bills, borrow funds, employ contractors, and make any changes in plans and specifications as Seller deems appropriate.

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

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

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

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

Section 10. Annual Reports

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

Section 11. Waiver

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

Section 12. Assignment and Successor Interests

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

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

Section 13. Prior Agreements

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

Section 14. Notice

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

14.1 Notice for the Seller shall be sent to:

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

14.2 Notice for the Purchaser shall be sent to: Richard G. & Gaye M. Herrera

607 NE Russell ST
Portland OR 97212

Section 15. Applicable Law

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

Section 16. Costs and Attorney Fees

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

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

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

Section 17. Number, Gender, and Captions

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

Section 18. Survival of Covenants

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

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

Section 19. Condition of Property

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

Section 20. Memorandum of Contract

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

Section 21. Statutory Disclaimer

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

Closing Clause:

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

For Seller:

For Purchasers:

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

/s/ _____
Print Name: _____

Print Name: _____

STATE OF OREGON)
) ss:
County of Multnomah)

This instrument was acknowledged before me on _____, 2008,
by _____.

/s/ _____
Title: _____
My commission expires: _____

STATE OF OREGON)
) ss:
County of Multnomah)

This instrument was acknowledged before me on _____, 2008,
by _____.

/s/ _____
Title: _____
My commission expires: _____

STATE OF OREGON)
) ss:
County of Multnomah)

This instrument was acknowledged before me on _____, 2008,
by _____.

/s/ _____
Title: _____
My commission expires: _____

Recorded at the request of:

Tax Title

503/4

After recording return to:

Tax Title

503/4

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

Richard G. & Gaye M. Herrera

607 NE Russell St

Portland OR 97212

MEMORANDUM OF CONTRACT OF SALE

DATED: _____, 2008.

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

AND: Richard G. & Gaye M. Herrera ("Purchaser")
607 NE Russell St
Portland OR 97212

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

LOT 1 PARTITION PLAT 1994-8

If not earlier paid, all amounts owed under the Contract of Sale will be due and payable on _____, 2023. The true and actual consideration for this conveyance is \$80,000 (US)

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

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

Property Tax Account No. R238142

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

For Seller:

For Purchaser:

Ted Wheeler, Chair of the Multnomah
County Board of Commissioners

Print Name: _____

Print Name: _____

STATE OF OREGON)
) ss:
County of Multnomah)

This instrument was acknowledged before me on _____, 2008, by

/s/ _____

Title: _____

My commission expires: _____

STATE OF OREGON)
) ss:
County of Multnomah)

This instrument was acknowledged before me on _____, 2008, by

/s/ _____

Title: _____

My commission expires: _____

STATE OF OREGON)
) ss:
County of Multnomah)

This instrument was acknowledged before me on _____, 2008, by

/s/ _____

Title: _____

My commission expires: _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 08-132

Authorizing the Execution of a Contract between Multnomah County, Seller, and Richard G. and Gaye M. Herrera, Purchaser of a Tax Foreclosed Property Sold at Public Auction and Deed to Purchaser at Contract Completion

The Multnomah County Board of Commissioners Finds:

- a. On August 6, 2008 Multnomah County conducted a public auction and sale of tax-foreclosed real property, including the property described below (the Property).
- b. The public sale was conducted consistent with the requirements of ORS 275.110 to 275.250 and MCC Chapter 7.
- c. Richard G. and Gaye M. Herrera were the highest bidders with a bid of \$80,000 for the Property.
- d. The Sheriff delivered to the purchaser a Certificate of Sale as required under ORS 275.150 containing the legal description of the Property, the whole purchase price, the amount paid in cash, and the dates upon which future payments will become due.

The Multnomah County Board of Commissioners Resolves:

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

LOT 1 PARTITION PLAT 1994-8

ADOPTED this 2nd day of October, 2008.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

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

Exhibit A (Resolution)

CONTRACT OF SALE

Opening Clause:

DATED: _____, 2008.

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

AND: Richard G. & Gaye M. Herrera ("Purchaser")
607 NE Russell ST
Portland OR 97212

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

LOT 1 PARTITION PLAT 1994-8

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

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

Richard G. & Gaye M. Herrera
607 NE Russell ST
Portland OR 97212

Section 1. Purchase Price and Payment

1.1 Total Purchase Price. Purchaser promises to pay Seller as the total purchase price for the Property the sum of \$80,000 (US).

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

1.2.1 Down Payment. On or before the Closing Date, as defined in Section 3.1, Purchaser will pay the sum of \$16,000 in immediately available funds as a down payment of 20% on the purchase price, which sum will include any amount previously paid to Seller; to be applied to the purchase price at closing.

1.2.2 Interest Rate and Scheduled Payment Dates. Interest on the remaining balance of \$64,000 will accrue at the rate of 7% per annum from the Closing Date.

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

1.2.3 Maturity Date. All unpaid principal and all accrued but unpaid interest must be paid in full on _____, 2023 the 15th anniversary of the Closing Date.

1.3 Prepayments. Purchaser may on any installment due date prepay without penalty all or any portion of the unpaid principal. All prepayments will be applied first to accrued but

unpaid interest to date, then to amounts due Seller under this Contract other than principal or interest, then to the last installment of principal scheduled under this Contract, and will not excuse Purchaser from making the regular monthly payments when due under this Contract until the remaining balance has been paid in full. This paragraph applies to any payments due under this Contract that are accelerated because of Purchaser's default under any of the provisions of this Contract.

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

WARNING

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

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

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

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

Section 2. Taxes and Liens

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

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

Section 3. Closing

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

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

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

Section 4. Possession

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

Section 5. Maintenance and Alterations

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

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

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

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

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

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

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

Section 6. Insurance

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

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

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

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

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

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

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

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

Section 8. Deed

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

Section 9. Default

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. Annual Reports

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

Section 11. Waiver

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

Section 12. Assignment and Successor Interests

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

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

Section 13. Prior Agreements

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

Section 14. Notice

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

14.1 Notice for the Seller shall be sent to:

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

14.2 Notice for the Purchaser shall be sent to: Richard G. & Gaye M. Herrera
607 NE Russell ST
Portland OR 97212

Section 15. Applicable Law

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

Section 16. Costs and Attorney Fees

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

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

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

Section 17. Number, Gender, and Captions

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

Section 18. Survival of Covenants

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

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

Section 19. Condition of Property

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

Section 20. Memorandum of Contract

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

Section 21. Statutory Disclaimer

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

Closing Clause:

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

For Seller:

For Purchasers:

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

/s/ _____
Print Name: _____

Print Name: _____

STATE OF OREGON)
) ss:
County of Multnomah)

This instrument was acknowledged before me on _____, 2008,
by _____.

/s/ _____

Title: _____

My commission expires: _____

STATE OF OREGON)
) ss:
County of Multnomah)

This instrument was acknowledged before me on _____, 2008,
by _____.

/s/ _____

Title: _____

My commission expires: _____

STATE OF OREGON)
) ss:
County of Multnomah)

This instrument was acknowledged before me on _____, 2008,
by _____.

/s/ _____

Title: _____

My commission expires: _____

Recorded at the request of:

Tax Title

503/4

After recording return to:

Tax Title

503/4

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

Richard G. & Gaye M. Herrera

607 NE Russell St

Portland OR 97212

MEMORANDUM OF CONTRACT OF SALE

DATED: _____, 2008.

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

AND: Richard G. & Gaye M. Herrera ("Purchaser")
607 NE Russell St
Portland OR 97212

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

LOT 1 PARTITION PLAT 1994-8

If not earlier paid, all amounts owed under the Contract of Sale will be due and payable on _____, 2023. The true and actual consideration for this conveyance is \$80,000 (US)

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

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

Property Tax Account No. R238142

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

For Seller:

For Purchaser:

Ted Wheeler, Chair of the Multnomah
County Board of Commissioners

Print Name: _____

Print Name: _____

STATE OF OREGON)
) ss:
County of Multnomah)

This instrument was acknowledged before me on _____, 2008, by

/s/ _____

Title: _____

My commission expires: _____

STATE OF OREGON)
) ss:
County of Multnomah)

This instrument was acknowledged before me on _____, 2008, by

/s/ _____

Title: _____

My commission expires: _____

STATE OF OREGON)
) ss:
County of Multnomah)

This instrument was acknowledged before me on _____, 2008, by

/s/ _____

Title: _____

My commission expires: _____

CONTRACT OF SALE

Opening Clause:

DATED: _____, 2008.

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

AND: Richard G. & Gaye M. Herrera ("Purchaser")
607 NE Russell ST
Portland OR 97212

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

LOT 1 PARTITION PLAT 1994-8

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

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

Richard G. & Gaye M. Herrera
607 NE Russell ST
Portland OR 97212

Section 1. Purchase Price and Payment

1.1 Total Purchase Price. Purchaser promises to pay Seller as the total purchase price for the Property the sum of \$80,000 (US).

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

1.2.1 Down Payment. On or before the Closing Date, as defined in Section 3.1, Purchaser will pay the sum of \$16,000 in immediately available funds as a down payment of 20% on the purchase price, which sum will include any amount previously paid to Seller; to be applied to the purchase price at closing.

1.2.2 Interest Rate and Scheduled Payment Dates. Interest on the remaining balance of \$64,000 will accrue at the rate of 7% per annum from the Closing Date.

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

1.2.3 Maturity Date. All unpaid principal and all accrued but unpaid interest must be paid in full on _____, 2023 the 15th anniversary of the Closing Date.

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

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

WARNING

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

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

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

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

Section 2. Taxes and Liens

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

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

Section 3. Closing

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

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

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

Section 4. Possession

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

Section 5. Maintenance and Alterations

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

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

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

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

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

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

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

Section 6. Insurance

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

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

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

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

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

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

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

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

Section 8. Deed

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

Section 9. Default

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. Annual Reports

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

Section 11. Waiver

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

Section 12. Assignment and Successor Interests

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

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

Section 13. Prior Agreements

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

Section 14. Notice

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

14.1 Notice for the Seller shall be sent to:

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

14.2 Notice for the Purchaser shall be sent to: Richard G. & Gaye M. Herrera
607 NE Russell ST
Portland OR 97212

Section 15. Applicable Law

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

Section 16. Costs and Attorney Fees

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

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

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

Section 17. Number, Gender, and Captions

As used in this Contract, the singular includes the plural, and the plural the singular. The masculine and neuter each include the masculine, feminine, and neuter, as the context requires.

All captions used in this Contract are intended solely for convenience of reference and in no way limit any of the provisions of this Contract.

Section 18. Survival of Covenants

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

Section 19. Condition of Property

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

Section 20. Memorandum of Contract

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

Section 21. Statutory Disclaimer

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

Closing Clause:

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

For Seller:

For Purchasers:

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

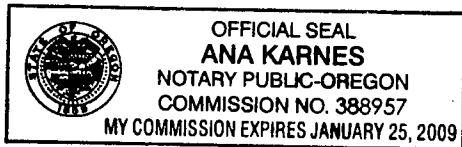
/s/ _____

Print Name: _____

Print Name: _____

STATE OF OREGON)
) ss:
County of Multnomah)

This instrument was acknowledged before me on October 2nd., 2008,
by TED WHEELER



/s/ Ana Karnes
Title: Notary Public - Oregon
My commission expires: 01-27-09

STATE OF OREGON)
) ss:
County of Multnomah)

This instrument was acknowledged before me on _____, 2008,
by _____

/s/ _____

Title: _____
My commission expires: _____

STATE OF OREGON)
) ss:
County of Multnomah)

This instrument was acknowledged before me on _____, 2008,
by _____

/s/ _____

Title: _____
My commission expires: _____

Recorded at the request of:

Tax Title

503/4

After recording return to:

Tax Title

503/4

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

Richard G. & Gaye M. Herrera

607 NE Russell St

Portland OR 97212

MEMORANDUM OF CONTRACT OF SALE

DATED: _____, 2008.

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

AND: Richard G. & Gaye M. Herrera ("Purchaser")
607 NE Russell St
Portland OR 97212

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

LOT 1 PARTITION PLAT 1994-8

If not earlier paid, all amounts owed under the Contract of Sale will be due and payable on _____, 2023. The true and actual consideration for this conveyance is \$80,000 (US)

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

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

Property Tax Account No. R238142

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

For Seller:

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

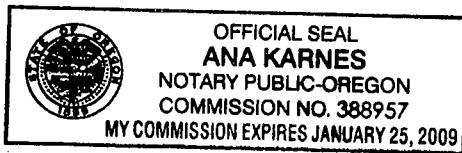
For Purchaser:

Print Name: _____

Print Name: _____

STATE OF OREGON)
) ss:
County of Multnomah)

This instrument was acknowledged before me on October 2nd, 2008, by
TED WHEELER



/s/ Ana Karnes

Title: NOTARY PUBLIC

My commission expires: 01-25-09

STATE OF OREGON)
) ss:
County of Multnomah)

This instrument was acknowledged before me on _____, 2008, by

/s/ _____

Title: _____

My commission expires: _____

STATE OF OREGON)
) ss:
County of Multnomah)

This instrument was acknowledged before me on _____, 2008, by

/s/ _____

Title: _____

My commission expires: _____



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST short form

Board Clerk Use Only

Meeting Date: 10/02/08
Agenda Item #: C-2
Est. Start Time: 9:30 AM
Date Submitted: 09/17/08

RESOLUTION Setting a Public Hearing Date of October 16, 2008 for the Proposed Transfer of a Tax Foreclosed Property to a Non Profit, Oregon
Agenda Title: Sustainable Agriculture Land Trust (OSALT) for Perpetual Public Use and Directing Publication of the Public Notice

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

Date Requested:	October 2, 2008	Time Requested:	Consent Item
Department:	Community Services	Division:	Tax Title
Contact(s):	Gary Thomas		
Phone:	503-988-3590	Ext.	22591
Presenter(s):	Gary Thomas	I/O Address:	503/4/TT

General Information

1. What action are you requesting from the Board?

The Tax Title Section is requesting the Board to set October 16, 2008 as a date to receive public testimony concerning the proposed transfer of one tax foreclosed property to Oregon Sustainable Agriculture Land Trust (OSALT), for perpetual public use. Further, the department requests the board to authorize the publication of the required notice for the proposed hearing. This request is pursuant to ORS 271.330(5).

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

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

Our office received a letter dated 11/1/2000 from Oregon Sustainable Agriculture Land Trust (OSALT) dated November 11, 2000 expressing an interest in the subject parcel. OSALT agreed to undertake remediation of the contaminated areas of the site but, instead of simply removing the soil, they proposed to clean the site by bio remediation. Considering the liability issues associated with transferring a contaminated property, a requirement was made of OSALT to obtain DEQ approval of any remediation plan.

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

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

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

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

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

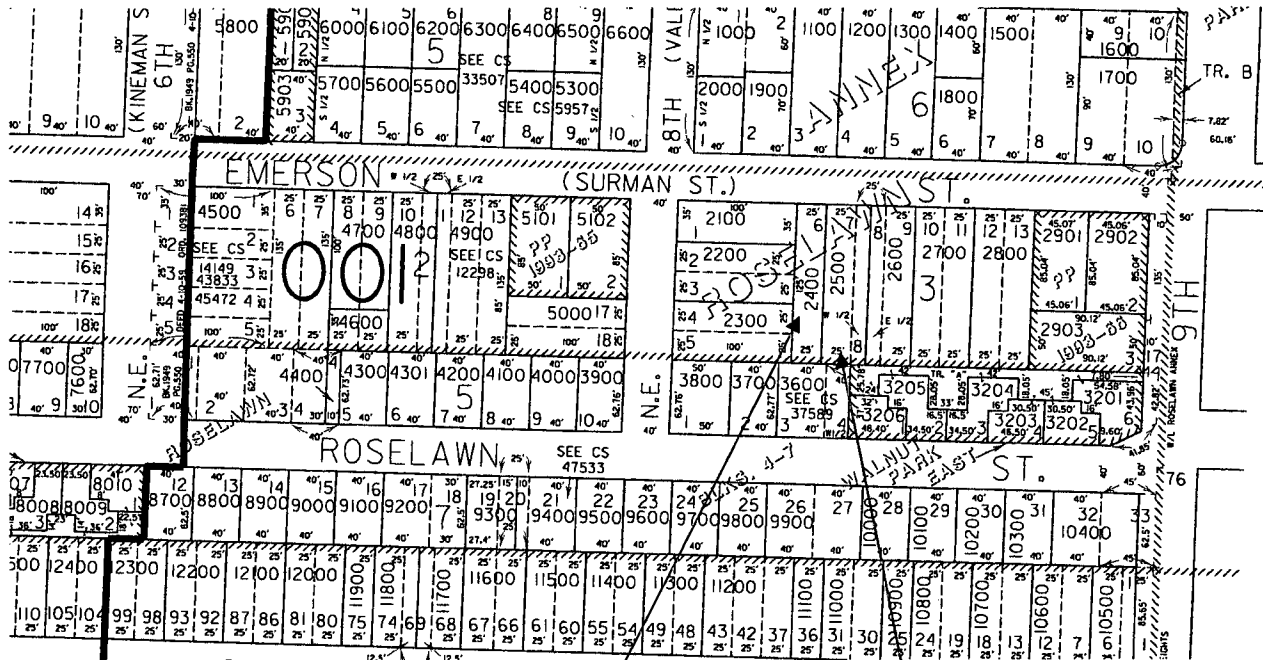
4. Explain any legal and/or policy issues involved.

No legal issues are expected.

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

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

EXHIBIT A



Subject 828 NE Emerson

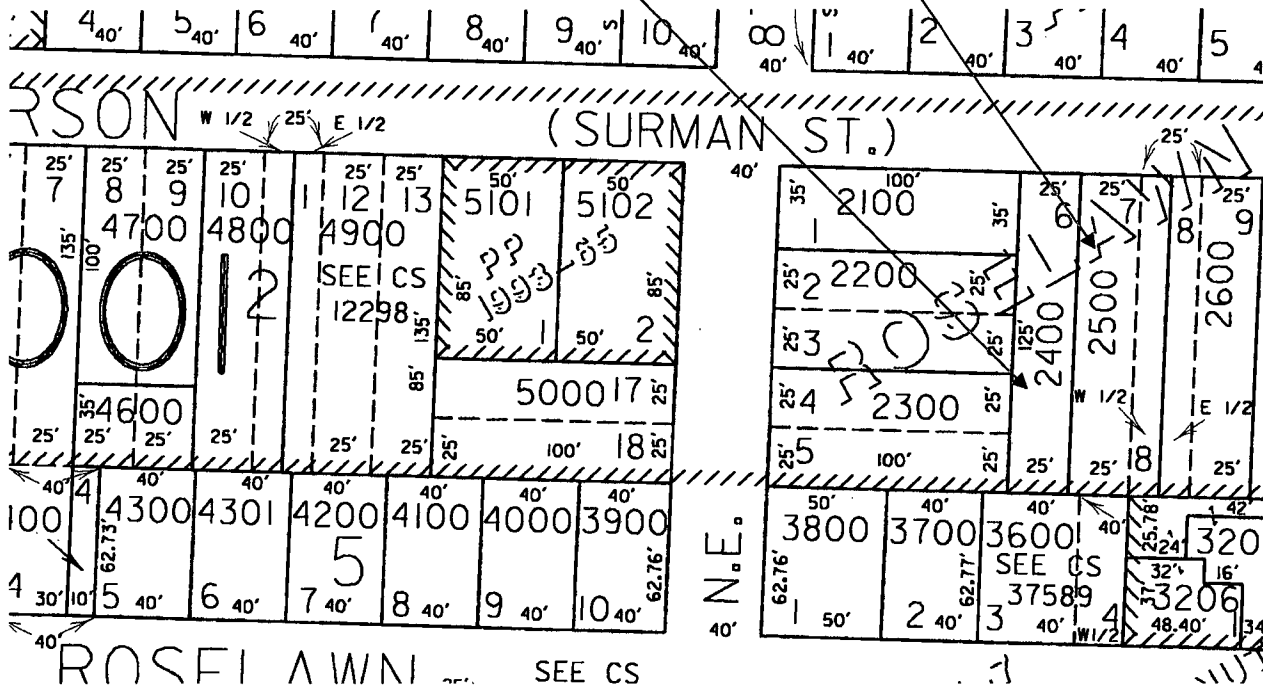


EXHIBIT B



Subject Lot 828 NE Emerson

EXHIBIT C



EXHIBIT D



Oregon

Theodore Kulongoski, Governor

Department of Environmental Quality
Northwest Region Portland Office
2020 SW 4th Avenue, Suite 40
Portland, OR 97201-498
(503) 229-526
FAX (503) 229-694
TTY (503) 229-547

February 7, 2007

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

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

Dear Mr. Thomas,

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

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

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

Sincerely,

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

Robert Williams
Project Manager

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

EXHIBIT E

OSALT ACTION PLAN

GOALS:

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

OVERVIEW:

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

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

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

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

TASK 1 - DETERMINE EXTENT AND DISTRIBUTION OF EXISTING CONTAMINANTS

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

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

TASK 2 - SOIL REMOVAL AND TREATMENT CELL CONSTRUCTION

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

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

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

TASK 3 - PHYTOREMEDIATION PLANTING AND COMPOSTING

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

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

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

TASK 4 - PERIODIC SAMPLING, TESTING AND REPORTING

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

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

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

PROJECT SCHEDULE

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

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

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

EXHIBIT F

PROPOSED PROPERTY LIST FOR NONPROFIT TRANSFER FISCAL YEAR 2009

Oregon Sustainable Agriculture Land Trust (OSALT)

LEGAL DESCRIPTION:

ROSELAWN LOT 6, BLOCK 3

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

Required Signature

**Department/
Agency Director:**

M. Cecilia Johnson

Date: 09/15/08

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Setting a Public Hearing Date of October 16, 2008 for the Proposed Transfer of a Tax Foreclosed Property to a Non Profit, Oregon Sustainable Agriculture Land Trust (OSALT) for Perpetual Public Use and Directing Publication of the Public Notice

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County acquired through the foreclosure of liens for delinquent real property taxes, the following described real property:

ROSELAWN LOT 6 BLOCK 3

- b. ORS 271.330 and Multnomah County Code Chapter 27 allow for transfer of real property to a nonprofit corporation for the creation of open space, parks or natural areas for perpetual public use. The County received a request from OSALT for transfer of the property described above for eventual conversion to a community garden. OSALT has created an action plan that will guide the site's future in a manner consistent with The Oregon Department of Environmental Quality (DEQ) requirements.

The Multnomah County Board of Commissioners Resolves:

1. Pursuant to MCC 27.406(B) the OSALT request for transfer of the tax foreclosed property listed above for the creation of open space, parks or natural areas for perpetual public use is set for hearing before this board on October 16th, 2008 at 9:30 a.m.
2. As required under MCC 27.406(B); the Multnomah County Tax Title Division is directed to publish notice of the public hearing as provided in the attached "Notice of Public Hearing" identified as Exhibit A to this resolution.

ADOPTED this 2nd day of October, 2008.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:

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

EXHIBIT A

NOTICE OF PUBLIC HEARING BEFORE THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

TIME: 9:30 a.m., Thursday, October 16, 2008

PLACE: The Multnomah Building, Room 100
501 SE Hawthorne Blvd, Portland, Oregon

SUBJECT: As authorized under ORS 271.330(3) and Multnomah County Code Chapter 27; the Multnomah County Board will consider the proposed transfer of certain real property acquired through tax foreclosure and described as:

ROSELAWN LOT 6 BLOCK 3

to the **Oregon Sustainable Agriculture Land Trust (OSALT)** a qualified nonprofit corporation; to be used by OSALT for the creation of open space, parks or natural areas for perpetual public use.

CONTACT INFORMATION: The County Board will accept objections and comments about the transfer at the date, time and place set forth above, or as soon thereafter on that date as the matter may be heard. Please contact Tax Title for any additional information or if you would like a copy of the staff report at **503-988-3590**.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 08-133

Setting a Public Hearing Date of October 16, 2008 for the Proposed Transfer of a Tax Foreclosed Property to a Non Profit, Oregon Sustainable Agriculture Land Trust (OSALT) for Perpetual Public Use and Directing Publication of the Public Notice

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County acquired through the foreclosure of liens for delinquent real property taxes, the following described real property:

ROSELAWN LOT 6 BLOCK 3

- b. ORS 271.330 and Multnomah County Code Chapter 27 allow for transfer of real property to a nonprofit corporation for the creation of open space, parks or natural areas for perpetual public use. The County received a request from OSALT for transfer of the property described above for eventual conversion to a community garden. OSALT has created an action plan that will guide the site's future in a manner consistent with The Oregon Department of Environmental Quality (DEQ) requirements.

The Multnomah County Board of Commissioners Resolves:

1. Pursuant to MCC 27.406(B) the OSALT request for transfer of the tax foreclosed property listed above for the creation of open space, parks or natural areas for perpetual public use is set for hearing before this board on October 16, 2008 at 9:30 a.m.
2. As required under MCC 27.406(B); the Multnomah County Tax Title Division is directed to publish notice of the public hearing as provided in the attached "Notice of Public Hearing" identified as Exhibit A to this resolution.

ADOPTED this 2nd day of October, 2008.

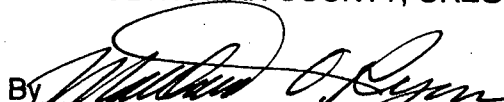


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:

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

EXHIBIT A

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TIME: 9:30 a.m., Thursday, October 16, 2008

PLACE: The Multnomah Building, Room 100
501 SE Hawthorne Blvd, Portland, Oregon

SUBJECT: As authorized under ORS 271.330(3) and Multnomah County Code Chapter 27; the Multnomah County Board will consider the proposed transfer of certain real property acquired through tax foreclosure and described as:

ROSELAWN LOT 6 BLOCK 3

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CONTACT INFORMATION: The County Board will accept objections and comments about the transfer at the date, time and place set forth above, or as soon thereafter on that date as the matter may be heard. Please contact Tax Title for any additional information or if you would like a copy of the staff report at **503-988-3590**.



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 10/02/08
Agenda Item #: C-3
Est. Start Time: 9:30 AM
Date Submitted: 09/15/08

Agenda Title: Amendment No. 1 to the 2002 OTIA and Jurisdictional Transfer Revenue Agreement 0405167 - Sandy Boulevard (US 30 Bypass) Preservation Project, NE Sandy Boulevard and NE 207th Avenue, NE Portland Highway, State Hwy. No. 123, Multnomah County

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

Requested Meeting Date:	October 2, 2008	Amount of Time Needed:	Consent Calendar
Department:	Community Services	Division:	Land Use & Transportation
Contact(s):	Harold Maxa		
Phone:	(503) 988-5050	Ext.	29627
I/O Address:	425/2nd		
Presenter(s):	N/A		

General Information

1. What action are you requesting from the Board?

The Department of Community Services-Land Use and Transportation Program recommends approval of Amendment No. 1 to the 2002 Oregon Transportation Investment Act Agreement (OTIA) concerning the extension of the Construction Completion and Project Completion Dates of the Sandy Boulevard (US 30 Bypass) Preservation 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 City of Gresham requested an extension of the Contract and Project Completion Dates of this Agreement in order to pave a section of Sandy Blvd. now under the City of Gresham's jurisdiction. (This is a County Agreement with ODOT. This section of Sandy Blvd. was transferred to the City of Gresham, and the contract is administered by the County.)

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

There will be no fiscal impact to this Agreement due to this amendment.

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

There are no legal or policy issues involved.

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

This project is included in our Capital Plan and Program as adopted by the Board of County Commissioners.

Required Signature

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



Date: 09/15/08

MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Contract #: 0405167

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

Amendment #: 1

CLASS I Based on Informal / Intermediate Procurement	CLASS II Based on Formal Procurement	CLASS III Intergovernmental Contract (IGA)
<input type="checkbox"/> Personal Services Contract <input type="checkbox"/> PCR Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input type="checkbox"/> Personal Services Contract <input type="checkbox"/> PCR Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input type="checkbox"/> Expenditure Contract <input checked="" type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement
<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> INTER-DEPARTMENTAL AGREEMENT (IDA)

Department: Community Services

Division/

Program: Land Use & Transportation Program

Date: 09/12/08

Originator: Harold Maxa

Phone: (503) 988-5050 x29627

Bldg/Room: #425/2

Contact: Greg Mullen

Phone: (503) 988-5050 x29621

Bldg/Room: #425/2

Description of Contract: Amendment No. 1 to 2002 Oregon Transportation Investment Act (OTIA) and Jurisdictional Transfer Agreement for Sandy Boulevard (US 30 Bypass) Preservation Project, NE Sandy Boulevard and NE 207th Avenue, Northeast Portland Highway, State highway No. 123, in Multnomah County (ODOT No. 736). Amends this Revenue Agreement to extend the Contract and Project Completion Dates.

RENEWAL: ☐ PREVIOUS CONTRACT #(S) _____

EEO CERTIFICATION EXPIRES _____

PROCUREMENT
EXEMPTION OR
CITATION # _____

ISSUE
DATE: _____

EFFECTIVE
DATE: _____

END
DATE: _____

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

Contractor	Oregon Dept of transportation (ODOT) -- Region 1			Remittance address (If different)	
Address	123 NW Flanders St				
City/State	Portland, OR			Payment Schedule / Terms:	
ZIP Code	97209-4037			<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	(503) 731-8278 (Contact: Penelope Lee)			<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Employer ID# or SS#	N/A			<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Contract Effective Date	09/01/2005	Term Date	09/30/2007	<input type="checkbox"/> Price Agreement (PA) or Requirements Funding Info:	
Amendment Effect Date	10/01/2008	New Term Date	11/30/2008		
Original Contract Amount	\$ 1,346,000.00			Original PA/Requirements Amount	\$ _____
Total Amt of Previous Amendments	\$ 0			Total Amt of Previous Amendments	\$ _____
Amount of Amendment	\$ 0			Amount of Amendment	\$ _____
Total Amount of Agreement \$	\$ 1,346,000.00			Total PA/Requirements Amount	\$ _____

REQUIRED SIGNATURES:

Department Manager

County Attorney

CPCA Manager

County Chair

Sheriff

Contract Administration

DATE

DATE

DATE

DATE

DATE

DATE

COMMENTS: (ROADCES0261C300)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-3 DATE 10-02-08

DEBORAH L. BOGSTAD, BOARD CLERK

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

From: RYAN Matthew O
Sent: Tuesday, July 15, 2008 4:04 PM
To: MAXA Harold C
Cc: VINCENT Brian S
Subject: FW: 736-1 Sandy Blvd East of 162nd to 207th

Harold,

I have reviewed this IGA amendment it is approved for submission to the BCC for its consideration.

The original IGA was required to go before the BCC, in the absence of a clause in the amendment allowing for the amendment to be approved by the County Chair; it needs to go before the BCC. Thanks.

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

CONFIDENTIALITY: This email transmission may contain confidential and privileged information. The information contained herein is intended for the addressee only. If you are not the addressee, please do not review, disclose, copy or distribute this transmission. If you have received this transmission in error, please contact the sender immediately.

From: MAXA Harold C
Sent: Monday, July 14, 2008 8:01 AM
To: RYAN Matthew O
Cc: VINCENT Brian S
Subject: FW: 736-1 Sandy Blvd East of 162nd to 207th

Mat,

Gresham requested ODOT and Multnomah County to extend the construction and project completion date for the Sandy Project to use up unspent funds on a final asphalt overlay. Neither agency has any objections.

Please review the attached draft Amendment No. 1 to the IGA and return to me for processing.

Thanks,

Harold

HAROLD MAXA, P.E.

Principal Engineer
Transportation Planning & Design
Department of Transportation & Public Works

AMENDMENT No. 1
2002 OREGON TRANSPORTATION INVESTMENT ACT
and JURISDICTIONAL TRANSFER AGREEMENT
Sandy Boulevard (US 30 Bypass) Preservation Project
NE Sandy Boulevard and NE 207th Avenue
Northeast Portland Highway, State Hwy. No. 123
Multnomah County

The State of Oregon, acting by and through its Department of Transportation, hereinafter referred to as "ODOT," and MULTNOMAH COUNTY, acting by and through its County Commission, hereinafter referred to as "County," entered into an Agreement on September 2, 2005. Said Agreement covers pavement improvements to NE Portland Highway/Sandy Boulevard (No. 123) also known as US 30B from 162nd Avenue to 207th Avenue; hereinafter referred to as "Project" and the Jurisdictional Transfer of NE Sandy Boulevard from 162nd to 207th and the Jurisdictional Transfer of NE 207th from Sandy Boulevard to I-84.

It has now been determined by ODOT and County that the Agreement referenced above, shall be amended to increase the Project completion milestones. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

COUNTY OBLIGATIONS, Paragraph 4a, Page 4, which reads:

4. a. County shall submit documentation to ODOT's Project Liaison that shows that County has met Project key milestones. The Project key milestones, dates, and required documentation are shown below:

Environmental: To be completed within 4 months of Agreement execution date.
Documentation: Letter from County documenting that the milestone has been met.

Right of way Acquisition/Possession: To be completed within 12 months of Agreement execution date.

Documentation: Letter from County's legal counsel certifying that either the right-of-way needed for the Project has been obtained or the right to immediate possession of the property has been secured. However, right-of-way acquisition must be completed in accordance with those certain right of way requirements contained in County Obligations, Paragraph 1, of this Agreement.

Land Use Permits: To be completed within 7 months of Agreement execution date.
Documentation: Letter from County indicating that all Land Use Permits required for final design have been obtained.

JT No. 736-1
Multnomah County

Final Plans/Biddable Engineering Documents: March 7, 2007

Documentation: A copy of completed Project plans, specifications and cost estimates.

Contract Advertisement and Award: May 3, 2007

Documentation: A copy of the Award of Contract submitted to the Bureau of Labor and Industries.

Construction Completion: September 9, 2007

Documentation: A letter from County indicating that construction is substantially complete and open to traffic.

Project Completion: September 30, 2007

Documentation: Letter from County indicating that the Project is complete, accompanied by County's final billing to ODOT.

Shall be deleted in its entirety and amended to read:

4. a. County shall submit documentation to ODOT's Project Liaison that shows that County has met Project key milestones. The Project key milestones, dates, and required documentation are shown below:

Environmental: To be completed within 4 months of Agreement execution date.
Documentation: Letter from County documenting that the milestone has been met.

Right of way Acquisition/Possession: To be completed within 12 months of Agreement execution date.

Documentation: Letter from County's legal counsel certifying that either the right-of-way needed for the Project has been obtained or the right to immediate possession of the property has been secured. However, right-of-way acquisition must be completed in accordance with those certain right of way requirements contained in County Obligations, Paragraph 1, of this Agreement.

Land Use Permits: To be completed within 7 months of Agreement execution date.
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Documentation: A copy of completed Project plans, specifications and cost estimates.

Contract Advertisement and Award: May 3, 2007

Documentation: A copy of the Award of Contract submitted to the Bureau of Labor and Industries.

JT No. 736-1
Multnomah County

Construction Completion: September 30, 2008

Documentation: A letter from County indicating that construction is substantially complete and open to traffic.

Project Completion: November 30, 2008

Documentation: Letter from County indicating that the Project is complete, accompanied by County's final billing to ODOT.

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

THE PARTIES, by execution of this Amendment, hereby acknowledge that each Party has read this Amendment, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, Highways, to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program.

The Oregon Transportation Commission approved on July 24, 2002 to eliminate a portion of Northeast Portland Highway/Sandy Boulevard (No. 123) also known as US30B between the easterly City of Portland boundary east of NE 162nd (MP 14.76) to the easterly curblineline of N.E. 207th Avenue (MP 16.83) and NE 207th from Northeast Portland Highway/Sandy Blvd (MP 14.43) to I-84 (MP 14.69) from the State Highway system and transferring all right, title, and interest to the County of Multnomah at which time the Deputy Director was also authorized to sign this Agreement.

The Oregon Transportation Commission on July 16, 2008, approved Delegation Order No. 3, which authorizes the Director and Deputy Director, Highways to approve and execute all agreements pertaining to (9) real property transactions and (10) abandoning or vacating ODOT-owned right of way and transferring ODOT's interest in such right of way, when the property is not required for future ODOT use.

JT No. 736-1
Multnomah County

On July 7, 2005, the Director and Deputy Director, Highways approved Subdelegation Order No. 4, in which the Director and Deputy Director, Highways delegates authority to the Technical Services Manager/Chief Engineer to (7) approve and execute all agreements pertaining to real property transactions and (8) abandoning or vacating ODOT-owned right of way and transferring ODOT's interest in such right of way, when the property is not required for future ODOT use.

Pursuant to a Letter of Authority dated February 22, 2002, the Technical Services Manager/Chief Engineer authorized the Right of Way Manager to approve and execute agreements abandoning State-owned right of way when the property is not required for future State use.

Signature page to follow

JT No. 736-1
Multnomah County

MULTNOMAH COUTNY, by and
through its County Commissioners

By _____
Chair

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
County Attorney

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date: _____

STATE OF OREGON, by and through
its Department of Transportation

By _____
Deputy Director, Highways

Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Manager

Date _____

By _____
Reg. 1 Maint/Op Mgr.

Date _____

By _____
Right of Way Manager

Date _____

By _____
Tech Services Mgr/Chief Engineer

Date _____

By _____
State Traffic Engineer

Date _____



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 10-02-08
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 10/02/08
Agenda Item #: C-4
Est. Start Time: 9:30 AM
Date Submitted: 09/22/08

BUDGET MODIFICATION: DCHS- 07

Budget Modification DCHS-07 Reclassifying One Program Development Specialist Position to a Program Development Specialist Senior Position in the
Agenda Mental Health and Addiction Services Division, as Determined by Class/Comp
Title: Unit of Central Human Resources

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

Requested Meeting Date: October 2, 2008 Amount of Time Needed: N/A
Department: County Human Services Division: Mental Health and Addiction Services
Contact(s): Kathy Tinkle
Phone: 503 988-3691 Ext. 26858 I/O Address: 167/620
Presenter(s): Consent Agenda

General Information

1. What action are you requesting from the Board?

The Department of County Human Services recommends approval of budget modification DCHS-07 reclassifying 0.91 FTE (1.00 on an annualized basis) in Mental Health and Addiction Services Division (MHAS) from Program Development Specialist to Program Development Specialist Senior, as determined by the Class/Comp unit of Central Human Resources.

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

This modification reflects a Class/Comp decision on a reclassification request initiated by MHAS management (Program Offer 25053-Quality Management and Protective Services).

The responsibilities of this position have gradually changed/increased over the last six months to include providing organizational, policy, procedure, and program analysis; planning and development at the department level; and coordination for interdivisional and interagency special

projects and training. This position also serves as a liaison to other agencies; designs, develops, and updates Excel database studies; and produces special surveys and reports to various government agencies. This increased level and scope of responsibilities fits best within the job class of Program Development Specialist Senior, as determined by the Class/Comp unit of Central Human Resources.

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

The reclassification request will result in an increase in personnel costs by \$2,506, because the employee qualified for an annual step increase in pay as of August 1st, 2008. The budget for supplies will be reduced to offset the increase in personnel costs. The pay scale for a Program Development Specialist Senior is (\$57,671 - \$70,992), while the pay scale for a Program Development Specialist is (\$48,358 - \$59,445). Personnel costs will increase over time, as the pay scale for the Program Development Specialist Senior is higher than a Program Development Specialist.

Service reimbursement from the Federal/State Fund to the Risk Fund increases by \$120.

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?

N/A

- What budgets are increased/decreased?

Risk fund increases by \$120.

- What do the changes accomplish?

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

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

Yes. The approval of this budget modification will result in reclassifying 0.91 FTE (1.00 on an annualized basis) in Mental Health and Addiction Services Division (MHAS) from Program Development Specialist to Program Development Specialist Senior, as determined by the Class/Comp unit of Central Human Resources.

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

N/A

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

N/A

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

N/A

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

N/A

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

ATTACHMENT B

BUDGET MODIFICATION: DCHS - 07

Required Signatures

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

Harry Link for Joanne Fuller

Date: 09/22/08

Budget Analyst:

Angela Burdine

Date: 09/22/08

Department HR:

Paula Brewster

Date: 09/22/08

Countywide HR:

Date:

Budget Modification ID: **DCHS-07****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2009

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	1000	25053	40			MA SA QM CGF	60000		2,039	2,039		Permanent
2	20-80	1000	25053	40			MA SA QM CGF	60130		591	591		Salary Related
3	20-80	1000	25053	40			MA SA QM CGF	60140		123	123		Insurance Benefits
4	20-80	1000	25053	40			MA SA QM CGF	60180	993	72	(921)		Printing
5	20-80	1000	25053	40			MA SA QM CGF	60240	1,974	142	(1,832)		Supplies
6										0			
7	72-10	3500	20			705210		50316		0	(120)		Serv Reim F/S to Risk Fund
8	72-10	3500	20			705210		60330		0	120		Claims Paid
9										0			
10										0			
11										0			
12										0			
13										0			
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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
80001	6021		MA SA QM LA	Prog Dev Spec	707909	(1.00)	(58,987)	(17,088)	(14,487)	(90,562)
80001	6088		MA SA QM LA	Prog Dev Spec Sr	707909	0.97	58,987	17,088	14,487	90,562
1000	6088		MA SA QM CGF	Prog Dev Spec Sr	707909	0.03	2,039	591	123	2,753
										0
										0
										0
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										0
										0
										0
										0
										0
TOTAL ANNUALIZED CHANGES						0.00	2,039	591	123	2,753

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
80001	6021		MA SA QM LA	Prog Dev Spec	707909	(1.00)	(58,987)	(17,088)	(14,487)	(90,562)
80001	6088		MA SA QM LA	Prog Dev Spec Sr	707909	0.97	58,987	17,088	14,487	90,562
1000	6088		MA SA QM CGF	Prog Dev Spec Sr	707909	0.03	2,039	591	123	2,753
										0
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										0
										0
TOTAL CURRENT FY CHANGES						0.00	2,039	591	123	2,753



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 10/02/08
Agenda Item #: R-1
Est. Start Time: 9:30 AM
Date Submitted: 09/07/08

Agenda Title: PROCLAMATION Proclaiming October 2008 Oregon Archives 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: October 2, 2008 Amount of Time Needed: 5 minutes
Department: Department of County Management Division: FREDS/Records
Contact(s): Terry Baxter
Phone: 503.988.3741 Ext. 83741 I/O Address: 425/Records/Terry
Presenter(s): Dwight Wallis, Terry Baxter

General Information

1. What action are you requesting from the Board?

We are requesting that the Board proclaim October Oregon Archives Month in Multnomah County. The Department recommendation is that the Board adopts this proclamation.

2. Please provide sufficient background information for the Board and the public to understand this issue.

Archives Week/Month has been celebrated since 1989 in a growing number of states. This is the 5th year it will be celebrated in Oregon. It's purpose is to increase the public's awareness of archival and historical records, educate people and organizations about preserving their own records, and encourage people to explore and use the archives in their area. Multnomah County includes significant archival resources whose use should be supported.

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

There is no fiscal impact.

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

There are no legal or policy issues involved.

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

There are a number of Oregon archival institutions involved in the planning and celebration of

Archives Month. The Oregon State Archives, Oregon State University Archives, University of Oregon, Willamette University, City of Portland Archives, Oregon Historical Society, Portland State University, Lewis and Clark University, Marion County Historical Society, Oregon Shakespeare Festival, and Multnomah County Records Program comprise the statewide planning team. Other archival programs across the state are planning information and events. State Archivist Mary Beth Herkert (503.373.0701) is the statewide contact for Oregon Archives Month.

Required Signatures

Elected Official or
Department/Agency
Director:

Carol M. Ford

Date: 09/17/08

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. _____

Proclaiming October 2008 Oregon Archives Month in Multnomah County, Oregon

The Multnomah County Board of Commissioners Finds:

- a. The records of Multnomah County, the state of Oregon, the Pacific Northwest, and the nation are crucial to our understanding of the past and in planning for our common future;
- b. Archival institutions have a responsibility to provide the public with access to their records, and it is a goal of these institutions to increase public awareness of the vital role they play in safeguarding knowledge of our intellectual, cultural, social, and governmental heritage;
- c. Archival records document activities of citizens, businesses, governments, and organizations. They provide context to our histories and evidence of our common and individual rights and obligations;
- d. During Oregon Archives Month we celebrate the value of Multnomah County's written record, publicizing the many ways archival records enrich our lives and recognizing those who maintain our communities' archival records; now therefore

The Multnomah County Board of Commissioners Proclaims:

October 2008 as Oregon Archives Month in Multnomah County, Oregon, and encourages all citizens to discover the diverse documentary resources maintained by the varied archival institutions in Multnomah County and to explore their relationship to community and cultural memory.

ADOPTED this 2nd day of October, 2008.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, County Chair

Maria Rojo de Steffey,
Commissioner District 1

Jeff Cogen,
Commissioner District 2

Lisa Naito,
Commissioner District 3

Lonnie Roberts,
Commissioner District 4

SUBMITTED BY:
Carol M. Ford, Director, Dept of County Management

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. 08-134

Proclaiming October 2008 Oregon Archives Month in Multnomah County, Oregon

The Multnomah County Board of Commissioners Finds:

- a. The records of Multnomah County, the state of Oregon, the Pacific Northwest, and the nation are crucial to our understanding of the past and in planning for our common future;
- b. Archival institutions have a responsibility to provide the public with access to their records, and it is a goal of these institutions to increase public awareness of the vital role they play in safeguarding knowledge of our intellectual, cultural, social, and governmental heritage;
- c. Archival records document activities of citizens, businesses, governments, and organizations. They provide context to our histories and evidence of our common and individual rights and obligations;
- d. During Oregon Archives Month we celebrate the value of Multnomah County's written record, publicizing the many ways archival records enrich our lives and recognizing those who maintain our communities' archival records; now therefore

The Multnomah County Board of Commissioners Proclaims:

October 2008 as Oregon Archives Month in Multnomah County, Oregon, and encourages all citizens to discover the diverse documentary resources maintained by the varied archival institutions in Multnomah County and to explore their relationship to community and cultural memory.

ADOPTED this 2nd day of October, 2008.

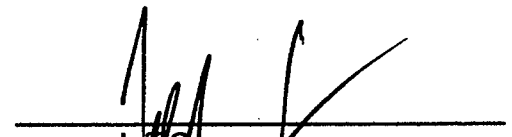
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Ted Wheeler, County Chair


Maria Rojo de Steffey,
Commissioner District 1


Lisa Naito,
Commissioner District 3




Jeff Cogen,
Commissioner District 2


Lonnie Roberts,
Commissioner District 4

SUBMITTED BY:
Carol M. Ford, Director, Dept of County Management



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 10/02/08
Agenda Item #: R-2
Est. Start Time: 9:35 AM
Date Submitted: 09/18/08

Agenda Title: PROCLAMATION Proclaiming October 5 through October 11, 2008 Mental Health Awareness Week 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: October 2, 2008 Amount of Time Needed: 15 minutes
Department: County Human Services Division: Mental Health and Addiction Services
Contact(s): Chris Murphy
Phone: 503-988-4656 Ext. 22458 I/O Address: 167/1/520
Presenter(s): Karl Brimmer

General Information

1. What action are you requesting from the Board?

Adoption of proclamation declaring October 5, 2008 through October 11, 2008 Mental Health Awareness Week.

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

Since 1990, mental health advocates across the country have joined together during the first week of October to celebrate Mental Health Awareness Week and Bipolar Disorder Awareness Day.

In 1990, the U.S. Congress established the first week of October as Mental Health Awareness Week in recognition of NAMI's efforts to raise mental illness awareness.

Stigma is a significant factor in why people do not access necessary mental health treatment. Raising community awareness about mental illness helps to remove misperceptions and eliminate stereotypes through education. The goal is to make accessing treatment for a mental illness as acceptable as seeking treatment for any other type of illness.

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

N/A

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


N/A

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

The Multnomah County chapter of the National Alliance on Mental Illness (NAMI) is planning events to commemorate the week. All residents will be invited to participate in these events.

Required Signature

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



Date: 09/18/08

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. _____

Proclaiming October 5 through 11, 2008 Mental Health Awareness Week in Multnomah County, Oregon

The Multnomah County Board of Commissioners Finds:

- a. Serious mental illnesses such as major depression, bipolar disorder, schizophrenia, obsessive-compulsive disorder, severe anxiety disorders, borderline personality disorder, and post-traumatic stress disorders affect one in every four people annually;
- b. Serious mental illnesses have been scientifically proven to be highly treatable illnesses of the brain;
- c. Scientific research is producing tremendous breakthroughs in the understanding of mental illnesses, resulting in more effective treatments that allow people to reclaim full and productive lives,
- d. Misunderstandings exist about many mental illnesses and our social culture often wrongly imposes stigma on them;
- e. There is an ongoing need for education about mental illness and how to access treatment; therefore,

The Multnomah County Board of Commissioners Proclaims:

The week of October 5 through 11, 2008 is proclaimed to be National Mental Health Awareness Week in Multnomah County, Oregon. We invite all residents of Multnomah County to observe this week by participating in programs, activities, and ceremonies supporting this year's theme, ***"Building Community, Taking Action"***.

ADOPTED this 2nd day of October, 2008.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, County Chair

Maria Rojo de Steffey,
Commissioner District 1

Jeff Cogen,
Commissioner District 2

Lisa Naito,
Commissioner District 3

Lonnie Roberts,
Commissioner District 4

SUBMITTED BY:
Joanne Fuller, Director, Dept of County Human Services

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. 08-135

Proclaiming October 5 through 11, 2008 Mental Health Awareness Week in Multnomah County, Oregon

The Multnomah County Board of Commissioners Finds:

- a. Serious mental illnesses such as major depression, bipolar disorder, schizophrenia, obsessive-compulsive disorder, severe anxiety disorders, borderline personality disorder, and post-traumatic stress disorders affect one in every four people annually;
- b. Serious mental illnesses have been scientifically proven to be highly treatable illnesses of the brain;
- c. Scientific research is producing tremendous breakthroughs in the understanding of mental illnesses, resulting in more effective treatments that allow people to reclaim full and productive lives,
- d. Misunderstandings exist about many mental illnesses and our social culture often wrongly imposes stigma on them;
- e. There is an ongoing need for education about mental illness and how to access treatment; therefore,

The Multnomah County Board of Commissioners Proclaims:

The week of October 5 through 11, 2008 is proclaimed to be National Mental Health Awareness Week in Multnomah County, Oregon. We invite all residents of Multnomah County to observe this week by participating in programs, activities, and ceremonies supporting this year's theme, ***"Building Community, Taking Action"***.

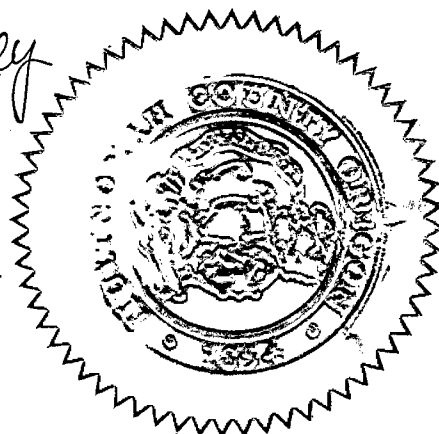
ADOPTED this 2nd day of October, 2008.

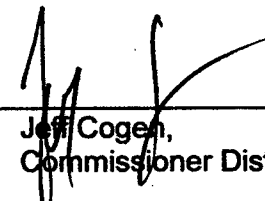
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



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Commissioner District 2

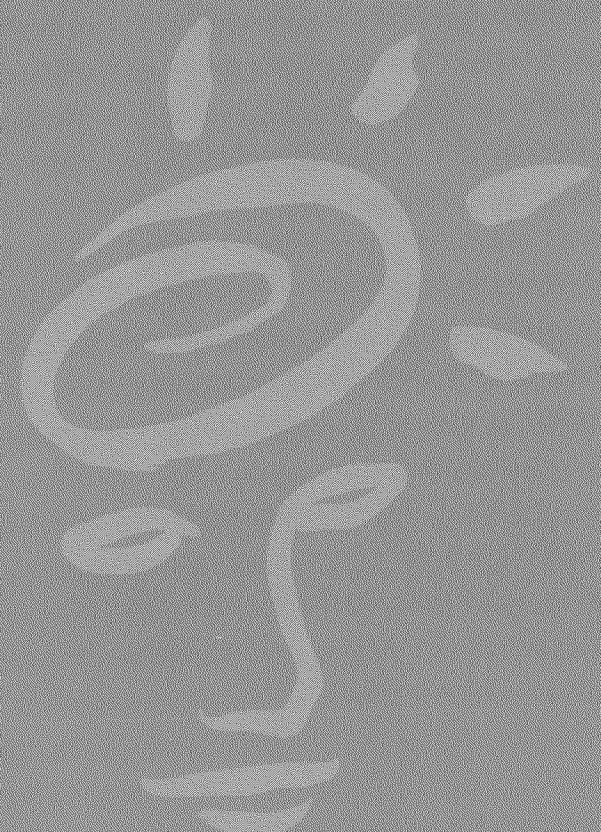

Lonnie Roberts,
Commissioner District 4

SUBMITTED BY:
Joanne Fuller, Director, Dept of County Human Services



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NAMI Multnomah

Mental Health Support, Education, Advocacy

Terri Walker

Board of Directors

524 NE 52nd Ave

Portland, OR 97213

503-890-4805 Cell

terri.pdx@gmail.com



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NORTHSTAR

NorthStar is a proposed mental health recovery program for adults living in the Portland metro area who have a mental illness. Spearheaded by NAMI Multnomah, it will follow the International Center for Clubhouse Development (ICCD) model of psychosocial rehabilitation and standards. NorthStar will provide people living with the effects of mental illness a unique approach for gaining respect, hope, stability and resiliency.

Mission Statement: NorthStar will provide a safe and welcoming environment where members can participate in a peer-supported community, promoting independence, confidence, wellbeing, and recovery.

Programs, Services and Functions

- **Community** - First and foremost Clubhouses provide a community. Much more than simply a program, or a social service, a Clubhouse is a community of people who are working together toward a common goal. It is a place to belong, to feel welcome and needed. It is a safety net in a world of stigma and instability.
- **Clubhouse Work** - Members and staff work side by side to accomplish daily goals. Broken down into departments, a clubhouse will typically have culinary, clerical, outreach, education and housing units. In-house activities support the functions of the community and are not considered part of job training. However, providing members with the opportunity to return to paid work is a core feature of the clubhouse model.
- **Employment** - Clubhouses provide a unique program of employment consisting of Transitional, Supported and Independent Employment.
- **Education** - Members and staff assist in tutoring, establishing educational goals and assistance with applications. Periodic trainings on mental health and well-being are provided for members and staff.
- **Personal Goal Development** - With a person-centered approach, peer support and meaningful relationships, members are encouraged to set short-term and life goals.
- **Advocacy** - Staff assist members in negotiating the court system, housing, education, benefit planning, employment, taxes, networking, health care and hospital intakes.
- **Outreach** - Keeping in touch with members who may be isolating themselves is important to the clubhouse community. This outreach can include simple phone calls, emails, home visits or visits to the hospital.

Did you know?

- *It has been reported that as many as 40% of those imprisoned in Oregon have a mental illness.*
- *Per inmate per year it costs \$41,975 at Multnomah County Jail and \$24,665 at Oregon State Prison.*
- *A typical 12-day psychiatric hospital stay in Multnomah County costs approximately \$12,000.*
- *Costs due to loss of life are unquantifiable. Studies show that 10% of persons with mental illness commit suicide.*
- *Costs per year per member for ICCD Clubhouses are \$3,532.*

Why the Clubhouse Model?

- **Higher Employment** - Studies show clubhouse members have higher rates of employment, longer job tenure, and higher earnings than other programs.
- **Reduced Hospitalization** - Clubhouse membership has been linked to a reduced number of hospitalizations. Hospitalizations were reduced by one-third and the average number of hospital days was reduced by 70%.
- **Reduced Incarcerations** - Involvement in the criminal justice system diminished substantially during and after clubhouse membership.
- **Improved Wellness** - Members participating in a structured ICCD exercise program were found to have significant improvements in aerobic and mental health and perceived improvements in their physical and social functioning.
- **Reduced Cost of Services** - Clubhouses cost less than other models of service delivery, one-third the cost of the Individual Placement Services (IPS) model, about half the annual cost of community mental health centers and substantially less than the Assertive Community Treatment (ACT) model.

Clubhouse Success

- Clubhouses have been around since 1948 and were started by people who had mental illnesses, making it the oldest, on-going vocational rehabilitation program in existence.
- At clubhouses, members experience themselves as valued contributors who are wanted, needed and appreciated. This is a deeply needed resource in the state of Oregon.
- Clubhouses offer those with mental illness a place and a program where the focus is on ability not disability.
- The ICCD model focuses on lifelong support recognizing that individuals with chronic mental illness may have relapses.
- Currently there are 400 ICCD certified Clubhouses in 28 countries.
- NorthStar would be the first ICCD certified clubhouse in the state of Oregon.

❖ See ICCD Website: www.iccd.org

NorthStar Support

NorthStar has already garnered significant community and financial support from the following organizations:

- Eli Lilly Corporation
- Kaiser Permanente Community Funds
- NAMI Multnomah
- NAMI Clackamas
- Folktone

NorthStar needs funding, volunteers, in-kind services and supplies and convinced political leaders to become a reality. The start-up phase requires \$120,000 and approximately \$400,000 per year thereafter to operate the services. **Your interest and support can help make the NorthStar in Oregon a reality!**

For further information or to contribute to NorthStar, contact:

Susan Matthies
NAMI Multnomah Board and NorthStar Working Group Chair
susan.a.matthies@gmail.com

Terri Walker
NAMI Multnomah Board President
terri.pdx@gmail.com
503-890-4805

NAMI Multnomah
524 NE 52nd Avenue
Portland, OR 97213
503-228-5692
www.nami.org/multnomah

NAMI Multnomah is the local affiliate of the National Alliance on Mental Illness, the nation's largest grassroots mental health organization. Our mission is to improve the quality of life for people with mental illness and their families through support, education and advocacy. We do this by providing weekly support groups, education programs, and resource information, all at no cost for family members and individuals seeking to cope with mental illness. Our volunteers contribute more than 2,000 hours a year to our classes and support groups, directly serving approximately 1,500 people per year. The multiplier effect on lives revitalized by hope and healing is far beyond that number.

NAMI Multnomah is a non-profit, 501(c)(3) charitable organization and an equal opportunity employer and provider.



National Alliance on Mental Illness

Multnomah

524 NE 52nd Avenue
Portland, Oregon 97213

503- 228-5692

nami.multnomah@qwestoffice.net

www.nami.org/multnomah

October 2, 2008

Board of Directors

Steven Bullock

Pamela Dunham

Molly Gorger

Susan Matthies, PhD

Jeff Oppenheimer, MD

Ron Sama

Terri Walker

Acting Director

Margaret Brayden

Dear Sir or Madam:

One in four adults will experience a mental illness this year—nearly 60 million Americans. It often first appears before age 25, striking our most able young people at the peak of their promise.

Since the U.S. Congress established National Mental Illness Awareness Week in 1990, science has made great strides creating effective treatment for mental illness.

NAMI Multnomah thanks the Multnomah Board of Commissioners for proclaiming October 5-11, 2008, **Mental Health Awareness Week**, as we emphasize that treatment works and that recovery is possible. 70-90% of patients with access to treatment experience relief of symptoms and improved quality of life.

Both houses of Congress have passed legislation that establishes insurance parity—treating mental illness the same as physical illness. Oregon is one of 37 states that already have laws to ensure equal insurance treatment. To its credit, the Oregon Health Plan provides treatment for brain disorders. The uninsured or unfunded fall through the cracks, with staggering costs to society. Sadly, though treatment works, two-thirds of people who live with mental illness do not receive treatment. Nationwide, the cost of untreated mental illness is more than \$100 billion each year. Some two million Americans live with schizophrenia, twice the number of those with HIV/AIDS. It's estimated that some 300,000 veterans returning from Iraq and Afghanistan will experience major depression or Post Traumatic Stress Disorder.

Despite the large numbers affected by mental illness, a longstanding silence prevails, that must be broken. We hope to educate our community and honor diversity by including those with mental illness. We invite you to attend any of our support groups, Family to Family class, or an In Our Own Voice presentation, to learn how NAMI works to support, educate and advocate for families and individuals living with mental illness.

NAMI Multnomah thanks you for this opportunity to raise awareness.

Sincerely,

Terri Walker
NAMI Multnomah
Board of Directors Chair



NAMI Multnomah

National Alliance on Mental Illness

503-228-5692

524 NE 52nd Avenue

Portland Oregon 97213

www.nami.org/multnomah

Fact Sheet

NAMI Multnomah is the local chapter, and one of 1,100 nationwide affiliates, of the National Alliance on Mental Illness, the nation's largest grassroots mental health organization.

Our mission is to improve the quality of life for people with mental illness and their families through support, education, and advocacy.

Our Volunteers teach free classes, lead weekly support groups, and provide resource **information to** family members and individuals coping with mental illness. Our main class offerings from curricula designed by NAMI National are:

- **Family-to-Family**, a 12-week course for family members whose loved one has a mental illness;
- **Peer-to-Peer**, a nine-week course in which peer mentors coach individuals with mental illness who want to establish and maintain wellness; and
- **Visions for Tomorrow**, for caregivers of school-aged children with mental illness.
- **In Our Own Voice** offers a program, suitable for service organizations and workgroups, in which presenters show a short, professionally produced video and share their own personal stories of illness and recovery.

Under a **contract with Multnomah County** we provide **system navigation services**, helping families whose youngsters are in jeopardy to find the services they need for healing and stability; this outreach is particularly focused on populations of African American and Hispanic descent.

Our volunteers contribute more than 2000 hours a year to our classes and support groups, directly serving approximately 1500 people per year. The multiplier effect on lives affected by hope and healing is far beyond that number. Our classes and support groups bring us new members and new talents to continue the work. We strive to increase access to information and treatment, and to break through stigma.

Our commitment to diversity is strong. Our by-laws require that two-thirds of Board members must be or be related to a person with mental illness. We offer Open Door memberships for \$3/year for the economically disadvantaged. Half of our small staff of four is African-American or Hispanic. Our most recent *Family-to-Family* graduating class was 45% African American—a significant break-through for us—and we continue to work with those graduates to help them in their work to increase awareness in their community that mental illness is a medical illness like any other. This year, we trained a Spanish-speaking teacher for our *Visions for Tomorrow* classes.

NAMI Volunteers in Multnomah County conduct and/or co-sponsor these weekly support groups, which serve 50-60 persons per week.

- Schizophrenia Support Group
- Anxiety Society – a peer-run social group for young adults
- Family Members Drop-In Group
- First Step – weekly groups with in-patients that focus on post-discharge resources
- Depression Support Group (with Depression & Bi-polar Support Alliance)
- *Talk It Over*, for families with youngsters and teens (with Trillium Family Services)
- Dual Diagnosis Anonymous (with Dual-Diagnosis Anonymous)



One month after my daughter graduated from high school with a scholarship and bright promises for her future, she became frightened and suspicious of everyone. She began staying in her bedroom with the lights low and the curtains drawn. Four months later, after a traumatic psychotic episode, she was diagnosed with schizophrenia. For the next

two years that diagnosis was for us a life sentence to hell; for her because she was young, vulnerable, extremely afraid, and in denial of an illness that seemed to be destroying her very foundation; for me because I was rendered helpless as I watched a young woman full of compassion and dreams become a frightened and angry stranger. All of my frantic cries went virtually unheard. Then during my daughter's fourth hospitalization, I was told about NAMI.

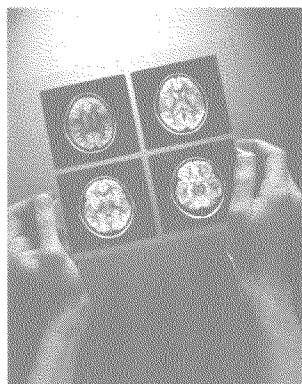
The NAMI meetings became a place where I could openly share my feelings, my fears, and the dilemma of my daughter's struggle. I gained information and support that I was never offered before. I came to realize that the stigma of mental illness causes families to suffer alone. I was thankful that I no longer had to!

Through NAMI, I was introduced to the **Family-to-Family Education Program** where I gained insight into the five major brain disorders. The course aided me in getting my daughter re-evaluated and correctly diagnosed with bipolar disorder. Without a doubt, however, the most valuable thing I gained from the course is an ability to view my daughter's illness from an enlightened perspective.

—Pat S.

The NAMI Family-to-Family Education Program

The NAMI Family-to-Family Education Program is a **12-week course** for families of individuals with severe brain disorders (mental illnesses). The course is taught by trained family members. **All course materials are furnished at no cost to you.**



The curriculum focuses on schizophrenia, bipolar disorder (manic depression), clinical depression, panic disorder, and obsessive-compulsive disorder (OCD). The course discusses the clinical treatment of these illnesses and teaches the knowledge

and skills that family members need to cope more effectively.

- Attend with other family members just like you in a confidential setting.
- Learn about what your relative is actually experiencing.
- Take a fascinating look inside some of today's current research on brain disorders.
- Learn how families become advocates against stigma.
- Learn all about the biology of the brain disorders known as mental illnesses.

The NAMI Family-to-Family Course Topics Include:

1. Learning about feelings, learning about facts.
2. Schizophrenia, major depression, and mania: diagnosis and dealing with critical periods.
3. Subtypes of depression and bipolar disorder, panic disorder and OCD; diagnosis and causes; sharing our stories.
4. The biology of the brain/new research.
5. Problem solving workshop.
6. Medication review.
7. Empathy workshop—what it's like to have a brain disorder.
8. Communication skills workshop.
9. Self-care and relative groups.
10. Rehabilitation, services available.
11. Advocacy: fighting stigma.
12. Review and certification ceremony.

The NAMI Family-to-Family Education Program is now taught in 46 states, the District of Columbia, two provinces in Canada, and in Mexico. The curriculum has been translated into Spanish.

Visit the NAMI website at nami.org or call the NAMI at 1-888-999-6264

I have so many questions ...

*How can I get a clear diagnosis
for my relative?*

What do I do if there is a crisis?

*How can my relative and
I communicate better?*

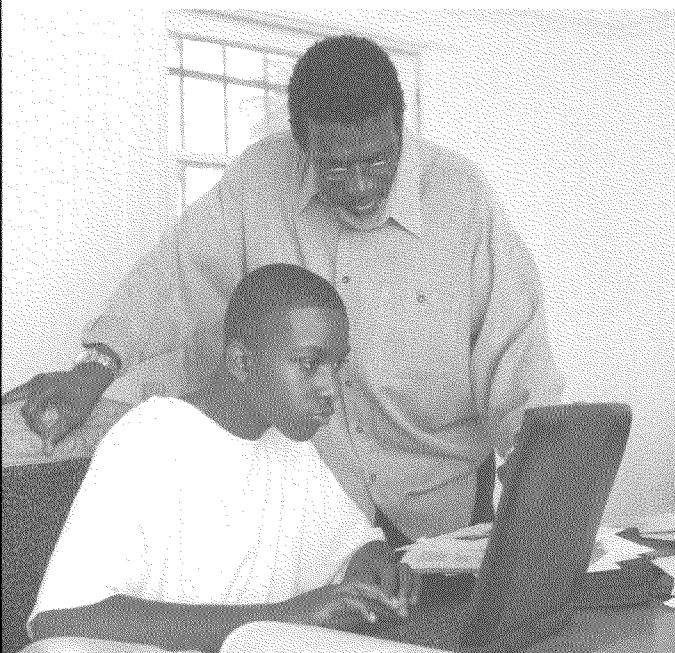
*What local services in my community
am I missing out on?*

*How do I take care of myself in
all of this?*

What are all these medications for?

*What are the best treatments now
available for my relative?*

There has got to be
somewhere to turn ...



Some Comments from Previous Attendees:

*"The course has benefited my family by giving
us more information about mental illness."*

*"This course was a life changing
experience for me."*

*"Being a Black American I want to see this
program reach out to people in the inner city who
have chosen to suffer alone for so long."*

*"My overall feeling is I wish everyone
could take it!"*

*"You come to realize that you are not alone.
Everyone needs this course to help them
understand the difficulty of living with a mental
illness. It was simply great!"*

"It helped me save my son's life!"

These classes fill up quickly,
so call NAMI to pre-register today.

The Family-to-Family Education Program is sponsored by
an unrestricted educational grant from Bristol-Myers Squibb
and Otsuka America Pharmaceutical, Inc. Coming together
in partnership with NAMI to enhance human life.



NAMI Multnomah
524 NE 52nd Avenue
Portland, OR 97213
telephone: (503) 228-5692
www.nami.org/multnomah

NAMI Information and Service Center:
1-888-999-NAMI (6264)

The NAMI

Family-to-Family Education Program

Information

Understanding

Insight

Empowerment

**Free Education and
Support for Families
Who Have Relatives
with Brain Disorders
(Mental Illnesses)**



Support

Family Members Drop-In Group

Every Monday 7 pm, NAMI office
524 NE 52nd Ave, Portland

Mission: to support family members of a loved one with mental illness.

Bipolar and Depression Group DBSA/NAMI

Every Tuesday 7 pm
Providence Hospital, 4805 NE Glisan

Contact Julie 503-977-3103

Mission: to support persons with bipolar disorder or depression.

Dual Diagnosis Group DDA/NAMI

Every Wednesday 5:30 pm, NAMI Office
524 NE 52nd Ave, Portland

Contact David 503-880-1524

Mission: to support those with mental illness who also deal with substance abuse.

"Anxiety Society" Group

Every Tuesday 7 pm

Contact Terri 503-890-4805

Mission: non-therapy group for people 18-36 with social anxiety interested in developing communication skills in a relaxing, fun environment.

"Talk it Over" Trillium Family Services /NAMI

2nd & 4th Sundays 4 to 5:30 pm
Providence Hospital Child Center

830 NE 47th Avenue

Contact Margaret 503-317-1130

Mission: a supportive, confidential place for families of children or teens with mental illness or substance abuse.

Schizophrenia Group

Every Wednesday 1 pm, NAMI office
524 NE 52nd Ave, Portland

Contact Arlene 971-409-8519

Mission: fellowship, support, and companionship to assist in achieving and maintaining good mental health.

Advocates Network

1st Wednesdays 7 pm, various locations

Contact Karen 503-232-2559

Mission: network with other families and learn about the local mental health care system.

Schedule subject to change.

For updates call or visit www.nami.org/multnomah

Education

In addition to support groups and information on mental health issues and treatment resources, NAMI and our volunteers offer **free classes** for family members and individuals coping with mental illness.

Family-to-Family, a 12-week course for family members whose loved one has a mental illness. Call 503-203-3326.

Visions for Tomorrow, for caregivers of school-age children with brain disorders.

Peer-to-Peer, a 9-week course for individuals with mental illness who seek recovery.

In Our Own Voice offers presentations focused on recovery, with a film and individuals who share their personal stories. Suitable for service clubs and professional organizations.

To register for a free class, or to schedule a presentation, call:



524 NE 52nd Avenue
Portland, OR 97213
503-228-5692

email: portland@nami.org
visit: www.nami.org/multnomah

Join Us!

Add your voice to NAMI, the nation's voice on mental illness. Join individuals, family members, and friends who are working to improve the lives of those living with mental illness.

Members receive NAMI's national magazine and newsletters on developments affecting Oregonians living with mental illness.

Name _____

Address _____

Telephone _____

Email _____

Annual Membership

- ☐ \$35 Individual or Family
- ☐ \$50 Professional or Institution
- ☐ Open Door \$3 for low-income individuals
- ☐ My tax-deductible donation of \$ _____

What Topics Interest You?

- ☐ Medication
- ☐ Support Groups
- ☐ Public Policy
- ☐ Advisory Board
- ☐ Research

Want to Volunteer?

- ☐ Education Program
- ☐ Support Group
- ☐ Community Outreach
- ☐ Office Help

Return this form to: **NAMI Multnomah**
524 NE 52nd Avenue
Portland, OR 97213

Detach and return

Mental Illness

- Mental illnesses are medical illnesses.
- Mental illness affects one in five families.
- Mental illness is an equal opportunity illness: it affects all socio-economic, ethnic and gender groups.
- Mental illness accounts for 25% of all disability in the United States, more than heart disease and cancer combined.
- Mental illness often first appears between adolescence and age 25.
- Alcohol and drug use often mask severe mental illnesses.
- Persons with mental illness are at highest risk for suicide.
- Mental illness is treatable!
And treatment works!
Success rates are often higher than for other serious illnesses.

Sources: National Alliance on Mental Illness
National Institute of Mental Health
World Health Organization

About NAMI

NAMI Multnomah is the local chapter of the National Alliance on Mental Illness, the nation's largest grassroots mental health organization.

Our mission is to improve the quality of life for people with mental illness and their families through support, education and advocacy.

NAMI works to advance education, support research, break down stigma, increase access to treatment, and promote the knowledge that recovery from serious mental illness is possible.

At NAMI You'll Find

- A circle of friends who care and understand.
- Education that confronts stigma.
- Ideas to help you care for yourself and your family.
- Classes to help you cope.
- Information about brain disorders, treatment and services.
- A chance to share your experience and learn from others.
- A place to advocate for change with people who share your concerns.

Help • Hope • Healing

National Alliance on Mental Illness

*Help and hope for persons
with mental illness,
their families and friends*

- Education
- Support
- Advocacy



524 NE 52nd Avenue
Portland, OR 97213
503-228-5692

email: portland@nami.org
visit: www.nami.org/multnomah

■ **Non-antidepressant adjunctive agents:** Often, psychiatrists will combine the antidepressants mentioned above with each other (we call this a “combination”) or with agents which are not antidepressants themselves (we call this “augmentation”). These latter agents can include the atypical antipsychotic agents [aripiprazole (Abilify), olanzapine (Zyprexa), quetiapine (Seroquel), ziprasidone (Geodon), risperidone (Risperdal)], bupropion (Wellbutrin), thyroid hormone (levothyroxine, or “T3”), the stimulants [methylphenidate (Ritalin), dextroamphetamine (Adderall)], dopamine receptor agonists [pramipexole (Mirapex), ropinirole (Requip)], lithium, lamotrigine (Lamictal), S-adenosyl-methionine (SAMe), pindolol, and steroid hormones (testosterone, estrogen, DHEA).

Of note: Although antidepressants generally reduce suicidal thoughts, along with other symptoms of depression, in the vast majority of children who benefit from them, children starting an antidepressant medication should be monitored frequently for the emergence or worsening of suicidal thoughts due to the association, in some studies, of increased suicidality in a small minority of patients on antidepressant medication. (The FDA Public Health Advisory on this issue is available at: www.fda.gov/cder/drug/antidepressants/SSRIPHA200410.htm.)

Medications often effectively control the symptoms of depression, but people with this disorder must learn to recognize their individual patterns of illness and learn ways to cope with them. Taking medication prescribed by a doctor is just one way to manage major depression. Psychotherapy is another way to help manage depression, and research demonstrates that a combination of medication and psychotherapy is often the most effective treatment. Education, peer, and mutual support endeavors are also useful in supporting recovery.

Psychotherapy

There are several types of psychotherapy that have been shown to be effective for depression, including cognitive behavioral therapy (CBT) and interpersonal therapy (IPT). In general, these two types of therapies are short-term; treatments usually last only 10 to 20 weeks. Research has shown that mild to moderate depression can often be treated successfully with either medication or psychotherapy alone. However, severe depression appears more likely to respond to a combination of these two treatments.

■ Cognitive-behavioral therapy (CBT) helps to change the negative thinking and behavior associated with depression while teaching people how to unlearn the behavioral patterns that contribute to their illness. The goal of this therapy is to

Research demonstrates that a combination of medication and psychotherapy is often the most effective treatment.

recognize negative thoughts or mindsets (e.g., “I can’t do anything right”) and replace them with positive thoughts (e.g., “I can do this correctly”), which leads to more effective, beneficial behavior. It is also noted that simply changing one’s behavior can lead to an improvement in thoughts and mood. This might be as simple as leaving the house and taking a 15-minute walk every day.

■ Interpersonal therapy (IPT) focuses on improving personal relationships that may contribute to a person’s depression. The therapist teaches people to evaluate their interactions with others and to become aware of self-isolation and difficulties getting along with, relating to, or understanding others.

■ Psychodynamic psychotherapy is often more available than CBT and IPT in many communities, but researchers in depression recommend it less often, due to a relative lack of data indicating that it works for this condition. This type of therapy is based on discovering one’s unconscious desires and greater self-awareness.

Other forms of psychosocial treatments may help people and their families manage major depression more effectively. These treatments include psychoeducation, family psychoeducation, and self-help and support groups.

■ Psychoeducation involves teaching a person about his or her illness, how to treat it, and how to recognize signs of relapse so that he or she can get necessary treatment before the illness worsens or occurs again.

■ Family psychoeducation helps to reduce distress, confusion, and anxieties within the family, which may help the person recover.

■ Self-help and support groups for people and families dealing with mental illnesses are becoming more widely available. In this venue, people rely on their lived experience to share frustrations and successes, referrals to qualified specialists and community resources, and information about what works best when trying to recover. They also share friendship and hope for themselves, their loved ones, and others in the group.

Electroconvulsive therapy (ECT)

ECT is a highly effective treatment for severe depression episodes. When medication, psychotherapy, or a combination of the two is not effective, or if treatments are too slow to relieve severe symptoms such as psychosis or thoughts of suicide, or if a person cannot take antidepressants, ECT may be considered.

■ How Successful Are Treatments for a Person with Major Depression?

How well treatment works depends on the type of depression, its severity, how long it has been going on, and the medical and psychological interventions offered. A new multicenter trial funded by the National Institute of Mental Health (NIMH) called *STAR*D* is currently offering new information on treatment outcomes in real-world settings. This is a study to watch, going forward, and is referenced in the *Resources* section at the end of this brochure.

The development over the past 25 years of antidepressants and mood-stabilizing drugs has revolutionized the treatment of clinical depression, particularly for those with more serious or recurrent forms of the disorder. Biological treatments are effective overall, and most people with biological depression get significant relief from medications—whether the depression is mild or severe, recent or long-term. Left untreated, however, depression can become more serious or go on indefinitely. Treatment is important because it works, and continued treatment after getting well can prevent recurrences. More than half of those who experience a first episode of depression will have at least one other episode in their lives. After two episodes, the chances of having a third episode are even greater.

The *STAR*D* study noted above has already shown that it can take up to six to eight weeks to get a good response to treatment, and that people should keep trying different strategies. For instance, one-third of people who did not get better with a first treatment got all symptoms reduced (into remission) with the addition of a second medicine. Another one-quarter improved to remission after switching to another antidepressant. This study helps to support the idea that staying with the battle against depression is essential.

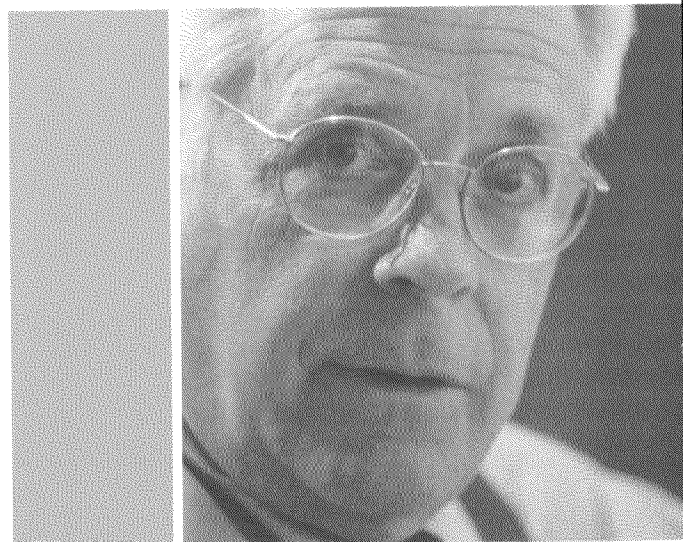
Although most people who live with depression can be treated successfully as outpatients, severe episodes and episodes accompanied by suicidal thinking may require

reuptake inhibitor (NDRI). It acts by blocking the reuptake of dopamine and norepinephrine.

■ Mirtazapine (Remeron) works differently from the compounds discussed above. Mirtazapine targets specific serotonin and norepinephrine receptors in the brain, thus indirectly increasing the activity of several brain circuits.

■ Tricyclic antidepressants (TCAs) are older agents seldom used now as first-line treatment. They work similarly to the SNRIs, but have other neurochemical properties which result in very high rates of side effects, as compared to almost all other antidepressants. They are sometimes used in cases where other antidepressants have not worked. TCAs include amitriptyline (Elavil, Limbitrol), desipramine (Norpramin), doxepin (Sinequan), imipramine (Norpramin, Tofranil), nortriptyline (Pamelor, Aventyl), and protriptyline (Vivactil).

■ Monoamine oxidase inhibitors (MAOIs) are also seldom used now. They work by inactivating enzymes in the brain which catabolize (chew up) serotonin, norepinephrine, and dopamine from the synapse, thus increasing the levels of these chemicals in the brain. They can sometimes be effective for people who do not respond to other medications or who have “atypical” depression with marked anxiety, excessive sleeping, irritability, hypochondria, or phobic characteristics. However, they are the least safe antidepressants to use, as they have important medication interactions and require adherence to a particular diet. MAOIs include phenelzine (Nardil), isocarboxazid (Marplan), and tranylcypromine sulfate (Parnate).



□ How Is Major Depression Treated?

Of all the mental illnesses, major depression is among the most responsive to treatment. Although major depression can be a devastating illness, it is highly treatable. Most people suffering from serious depression can be effectively treated and can return to their routine daily activities and experience relief from their feelings of depression. Many types of treatment are available, and the type chosen depends on the individual and the severity and patterns of the illness. There are three well-established types of treatment for depression: medications, psychotherapy, and electroconvulsive therapy (ECT). For some people who have a seasonal component to their depression, light therapy may be useful. These treatments may be used alone or in combination.

Medications

It often takes two to four weeks for antidepressants to start having an effect, and six to 12 weeks for antidepressants to have their full effect. In some cases, patients may have to try various doses and different antidepressants before finding the one or the combination that is most effective. Friends and relatives will usually notice an improvement on medication before the depressed person him- or herself will notice any changes. Antidepressant medications are not habit-forming. Below is a list of some of the options:

- Selective serotonin reuptake inhibitors (SSRIs) act specifically on the neurotransmitter serotonin. They are the most common agents prescribed for depression worldwide. These agents block the reuptake of serotonin from the synapse to the nerve, thus artificially increasing the serotonin that is available in the synapse (this is functional serotonin, since it can become involved in signal transmission, the cardinal function of neurotransmitters). SSRIs include fluoxetine (Prozac), sertraline (Zoloft), paroxetine (Paxil), citalopram (Celexa), escitalopram (Lexapro), and fluvoxamine (Luvox).
- Serotonin and norepinephrine reuptake inhibitors (SNRIs) are the second-most popular antidepressants worldwide. These agents block the reuptake of both serotonin and norepinephrine from the synapse into the nerve (thus increasing the amounts of these chemicals that can participate in signal transmission). SNRIs include venlafaxine (Effexor) and duloxetine (Cymbalta).
- Bupropion (Wellbutrin) is a very popular antidepressant medication classified as a norepinephrine-dopamine

brief hospitalization for careful evaluation, protection, and initiation of treatment. In combined treatments, medications are used to treat the symptoms of depression, while psychotherapy is used to help alleviate the problems depression causes in daily living. Psychotherapy is particularly important to undertake for anyone experiencing suicidal thoughts or profound psychosocial impairment.

□ What Are the Possible Side Effects of Drugs Used to Treat Major Depression?

Different medications produce different side effects, and people differ in the type and severity of side effects they experience. About 50 percent of people who take antidepressant medications experience some side effects, particularly during the first weeks of treatment. Side effects that are particularly bothersome can often be treated by changing the dose of the medication, switching to a different medication, or treating the side effects directly with additional medications. Rarely, serious side effects such as fainting, heart problems, or seizure may occur, but they are almost always treatable.

- SSRIs and SNRIs, the most commonly prescribed treatments for depression, have similar side effect profiles. Common side effects with SSRIs and SNRIs include nausea, dry mouth, headaches, nervousness, insomnia, daytime sleepiness, diarrhea, constipation, rash, agitation, mild to modest weight gain, or sexual side effects, such as problems with arousal or satisfaction. SSRIs and SNRIs should never be combined with MAOIs; combination of the two can result in serious health problems and may even be fatal. Effexor and Cymbalta should be used with some caution in those with high blood pressure or cardiovascular disorder. Effexor and Cymbalta are generally not recommended for young children.
- Bupropion (Wellbutrin) generally causes fewer side effects than most other antidepressants (particularly nausea, sexual side effects, weight gain, and fatigue or sleepiness). Its side effects include restlessness, insomnia, headache or a worsening of pre-existing migraine tendencies, tremor, dry mouth, agitation, rapid heartbeat, dizziness, nausea, constipation, menstrual complaints, and rash. For some people, Wellbutrin causes significant anxiety symptoms, and for others it is a very effective treatment for anxiety. However, Wellbutrin has been shown to increase the likelihood of having a seizure in those prone to this

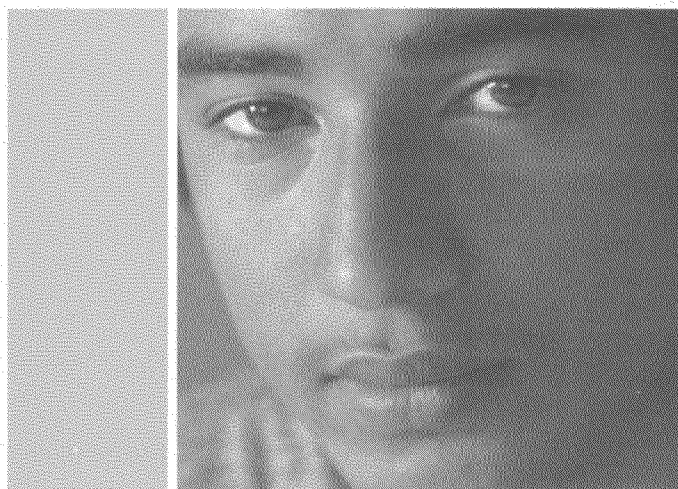
occurrence at doses above 450mg per day, and should never be taken at doses above the recommended maximum of 450mg per day. Wellbutrin is contra-indicated in patients with a history of an eating disorder, head injury, or seizure disorder.

■ Mirtazapine (Remeron) is used less often than other, newer antidepressants (SSRIs, SNRIs, bupropion), because it is associated with more weight gain and sedation and sleepiness. However, it appears to be less likely to result in insomnia, sexual side effects, and nausea than the SSRIs and SNRIs. Other side effects include headaches, dry mouth, and constipation. Remeron is not recommended for those with hepatic or renal dysfunction, a history of mania, or seizure disorder.

■ Tricyclic antidepressants (TCAs) generally have more side effects than all other antidepressants, including headaches, sleepiness and drowsiness, significant weight gain, nervousness, dry mouth, constipation, bladder problems, sexual problems, blurred vision, dizziness, drowsiness, skin rash, heart conduction changes, and weight gain.

■ Monoamine oxidase inhibitors (MAOIs) are also seldom used. While their side effect profile is not as burdensome as the TCAs', the MAOIs are generally less safe than other antidepressants. People taking MAOIs may have to be careful about eating certain fermented foods like alcohol or cheese, as they contain high amounts of tyramine, which can cause severe high blood pressure in combination with a MAOI. Other, less serious side effects may also occur with MAOIs, including weight gain, constipation, dry mouth, dizziness, headache, drowsiness, insomnia, and sexual side effects, such as problems with arousal or satisfaction. MAOIs should generally not be combined with other antidepressant medications, and due to multiple other medication interactions, every treating physician should be notified that a consumer is taking this medication.

Specific body chemistry, age, the type and dosage of medication taken, other medications being taken (including non-prescription medications and supplements), and other medical conditions can all contribute to the side effects an individual may experience. Therefore, it is important always to discuss medications, medical conditions, and side effects with your health care provider.



as to which causes the other. For instance, though depression is more common in people who are homeless, it may be that the depression strongly influences why any given person becomes homeless. We also know that long-lasting stressors like unemployment or a difficult marriage play a more significant role in developing depression than sudden stressors like an argument or receiving bad news.

Traumatic experiences may not only contribute to one's general state of stress, but also seem to alter how the brain functions for years to come. Early-life traumatic experiences have been shown to cause long-term changes in how the brain responds to future fears and stresses. It is felt that this may be what accounts for the greater lifetime incidence of major depression in people who have a history of significant childhood trauma.

Other proposed biologic pathways in the development of depression include changes observed in regional brain functioning. For instance, imaging studies have shown consistently that the left, front portion of the brain becomes less active during depression. Also, brain patterns during sleep change in a characteristic way during depression. Depression is also associated with changes in how the pituitary gland and hypothalamus respond to hormone stimulation.

Other factors that have been linked to depression include abnormalities in neurotransmitter levels or function (particularly of serotonin, norepinephrine, and dopamine), a history of sleep disturbances, medical illness, chronic pain, anxiety, attention-deficit hyperactivity disorder, alcoholism, or drug abuse. Our current understanding is that major depression can have many causes and can develop from a variety of biologic pathways.

Adults age 65 and over: An estimated 10 percent of American adults age 65 and older have a diagnosable depressive disorder, including major depression, dysthymia (a mild form of depression), and adjustment disorder with depressed mood. Experts believe that depression is under-treated in older adults because it can be difficult to recognize. Certain problems associated with aging, such as backaches, headaches, joint pain, or stomach problems, are often not recognized as signs of depression. Medical illnesses common in the elderly, such as Parkinson's disease, dementia, and heart disease, often bring with them symptoms that overlap with those of a depression syndrome, and physicians and families may not recognize the concurrent presence of major depression. Contrary to popular belief, depression is not a normal part of aging. It can be successfully treated when recognized and diagnosed by a physician. Treatment is especially important in this population, due to a higher risk of associated suicide (80 percent of suicide completions in the elderly had major depression, compared to 30 percent of younger victims).

■ What Causes Major Depression?

The general scientific understanding is that depression does not have a single cause; it arises from multiple factors that may need to occur simultaneously. A person's life experience, genetic inheritance, age, sex, brain chemistry imbalance, hormone changes, substance use, and other illnesses all play significant roles in the development of a depression. It also may occur that there is no observable trigger leading to the illness; depression may occur spontaneously and be unassociated with any life crisis, physical illness, or other currently known risks.

Mood disorders and suicides tend to run in families. In the case of complete biologic inheritance, such as with identical twins, it appears that only about 30 percent of the time when one twin develops depression will the other twin ever do so as well. We know that a biologically inherited tendency to develop depression is associated with a younger age of depression onset, and that new onset depression occurring after age 60 is less likely to be due to a genetic predisposition. Life factors and events seem to influence whether an inherited, biologic (genetic) tendency to develop depression will ever lead to an episode of major depression.

Social variables like marital status, financial standing, and place of residence have some relationship to the likelihood of developing depression, but conclusions are not easily reached



■ What Type of Help Does a Person with Major Depression Need?

Above all, people with major depression need accurate diagnosis and early treatment. Family, friends, and coworkers should encourage a depressed person to seek expert evaluation. Those who are ill also need understanding, compassion, patience, and respect.

Insurance plans often make primary care physicians a required entry point for a consumer to receive psychiatric treatment, and different primary care physicians vary in their comfort levels with managing major depression. Some primary care physicians will feel comfortable initiating medications, for instance, while others prefer always to refer to a specialist. Consumers and families should not feel afraid to seek expert advice early in the course of a depressive illness if they feel things are not improving. It is recognized that the longer a person remains depressed, the harder successful treatment becomes. It is important that every depressed patient be thoroughly examined for possible physical illnesses, as there are some occasions when depression is being caused by another medical problem.

Experts in the treatment of depression include psychiatrists, psychologists, psychiatric social workers, psychiatric nurses, some mental health counselors, and consumers and families themselves. A *psychiatrist* is a medical doctor who specializes in mental disorders and in most states is the only one of the mental health professionals who can prescribe medication. A *clinical psychologist* conducts psychotherapy and works with individuals, couples, and families to resolve problems associated with depression. *Psychiatric or clinical social workers* are trained in counseling, psychotherapy, and client-centered advocacy, including information, referral, and direct

intervention with government and civic agencies. *Mental health counselors* provide professional counseling services that may include psychotherapy, and they have a professional goal of promoting healthy, satisfying lifestyles. Peer education and support can promote recovery. Attention to lifestyle, including diet, exercise, and smoking cessation, can result in better health, including mental health.

□ How Can Family and Friends Help?

Talking through feelings may help the depressed person recognize that he or she needs professional help, so friends and family should be willing to listen. They should be willing to find out more about depression, to learn the symptoms, and to help with the treatment.

People living with depression often must be encouraged to seek help. If they are severely depressed, they may need help finding a health care professional, and may depend on being brought in by someone else for their diagnosis and treatment. Once treatment has begun, they may need help managing their medications, recognizing side effects, and observing changes in symptoms. Do not ignore remarks about suicide or death. Report them to the health care provider.

If a person does not want his or her health care professional to speak with family or friends about the details of an illness, the health care professional is bound to honor the person's wishes, except in case of emergency. However, friends and family members are not restricted from offering information to the health care professional by telephone or in writing. This is particularly important to do when there is concern for the safety of the person living with depression, such as threats to commit suicide.

Friends and family members who understand major depression are in the best position to help the person living with depression. They understand that the illness affects functioning, personality, attitude, and perspective, as well as what to expect during acute stages of depression and over the long term. They also understand that their own lives will be disrupted as well.

Because depression often means a loss of self-esteem or self-confidence, friends and family should try to increase the person's feeling of self-worth by maintaining as normal

Low self-esteem: During periods of depression, individuals often dwell on memories of losses or failures, and they feel excessive guilt and helplessness. Negative thoughts, such as "I am not worth much" or "the world is a terrible place," may take over.

Feelings of hopelessness or guilt: The symptoms of depression often come together to produce a strong feeling of hopelessness, a belief that nothing will ever improve. Periods of depression can lead to the wish to die or thoughts of killing oneself.

Movement changes: People who are depressed may literally look slowed down—physically depleted—or alternatively, activated and agitated. For example, a depressed person may awaken very early in the morning and pace the floor for hours.

Depression may be as disabling, in terms of time spent in bed and loss of work productivity, as other chronic illnesses, like hypertension and diabetes. It has been estimated that the annual cost of depressive illness in the United States is \$80 billion, due to lost productivity and to illness care.

□ Who Develops Major Depression?

All age groups and all racial, ethnic, and socioeconomic groups suffer from depression. An estimated 15 million American adults are affected by major depression in a given year. Only about one-third of those with major depression receive some form of treatment.

Youth: Many symptoms of depression in children and adolescents are similar to those in other age groups, but there are some differences. Grade school children are more likely to complain of aches and pains than they are to report feeling hopeless or sad. Depressed teens may "act out" by showing anger or irritability, becoming aggressive, abusing drugs or alcohol, doing poorly in school, or running away. In contrast to outward appearances when acting out, an adolescent's own experience of depression is of feeling isolated, empty, and hopeless. Since the 1960s, the rate of suicides among children and adolescents has dramatically increased, but thankfully the rate has begun to decrease again in the past few years. Even with the recent decrease, suicide is still the third-leading cause of death among children ages 15 to 19, following accidents and homicides. Therefore, it is essential for young people with severe symptoms or symptoms lasting for several weeks to be evaluated by doctors. Even though the use of antidepressant medication in children may sometimes be controversial, some observe that depression is itself lethal for many, and lack of treatment is also a serious concern.

are feelings of hopelessness, worthlessness, sadness, emptiness, or guilt. Very depressed persons cannot respond to positive events in their lives. A depressive episode may develop gradually or affect a person quite suddenly, and it frequently is unrelated to current events in the person's life.

The symptoms of clinical depression characteristically represent a significant change in how a person functions. Often, when all of those symptoms co-exist at a severe level for a long time, individuals become so discouraged and hopeless that death seems preferable to life. These feelings can lead to passive suicidal wishes, suicidal plans, and even attempted and completed suicide.

Changes in sleep: The changes in sleep can go in either direction. Some depressed individuals have difficulty falling asleep, wake throughout the night, and awaken an hour to several hours earlier than desired in the morning. Other individuals experiencing depression will sleep more than the usual amount. In most cases, individuals awaken without feeling rested.

Changes in appetite: Many people in a clinical depression experience a decrease in appetite and weight loss that can often be considerable. Others will experience an increased desire to eat and will gain weight. Most of these people will report that the food they are eating does not actually appeal to them.

Impaired concentration and decision making: The inability to concentrate and make decisions experienced by depressed individuals can be a frightening aspect of the disorder. In the midst of a severe depression, individuals may find that they cannot follow the thread of a simple newspaper article or the story line of a half-hour comedy on television. Major decision making is often impossible. This often leads depressed individuals to feel as though they are literally losing their minds.

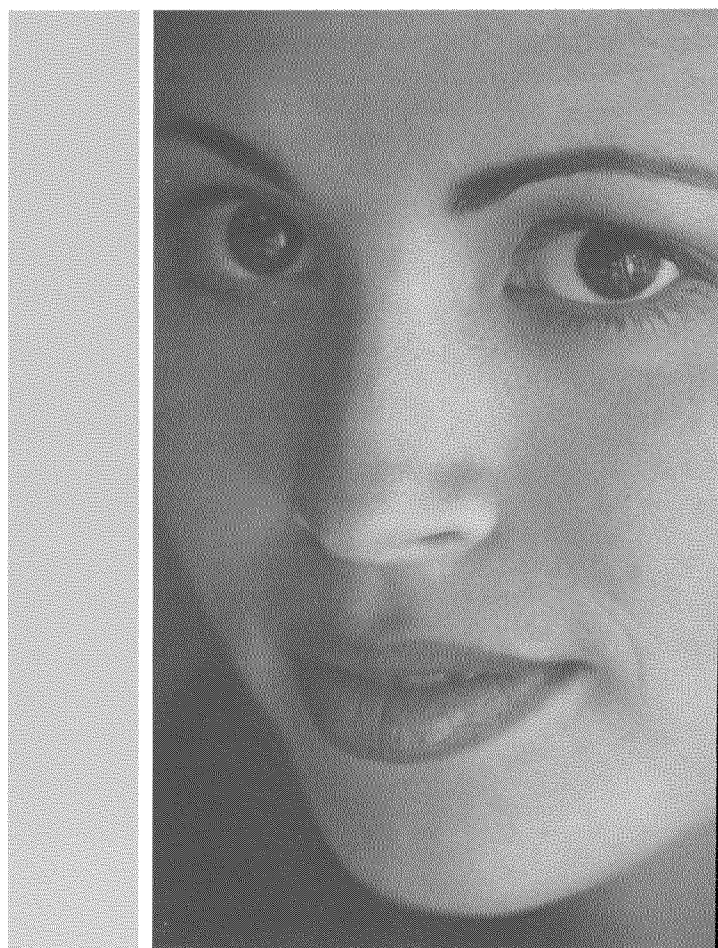
Loss of energy: Equally distressing to depressed persons is the loss of energy and profound fatigue experienced by both those who sleep more and those who sleep less during an episode. Mental speed and activity are usually reduced, as is the ability to perform normal daily routines. Ideas are fewer, and responses to the environment are painfully slowed.

Loss of interest: Depressed people feel sad and lose interest in their usual activities. They lose their capacity to experience pleasure. For instance, eating and sex are often no longer enjoyable. Former regular activities seem boring or unrewarding, and the ability to feel and offer love may be diminished or lost.

a relationship as possible, talking through unwarranted negative thinking (such as examining the evidence against the idea of being worthless), encouraging efforts to improve, and acknowledging that the person is suffering from an illness. Care and respect are important ways to help someone who is having difficulty at work, home, or school. Pointing out the effectiveness of treatments may be useful when feelings of hopelessness become intense. In doing all of this, however, it is important to acknowledge that the depressed person's lack of confidence or feelings of hopelessness seem reasonable to him or her at the time, and that things will look different when the illness begins to improve.

—Written by Ken Duckworth, M.D.

with thanks to George Papakostas, M.D.



■ What Is NAMI?

The National Alliance on Mental Illness (NAMI) is the nation's largest grassroots mental health organization dedicated to improving the lives of persons living with serious mental illness and their families. Founded in 1979, NAMI has become the nation's voice on mental illness, a national organization including NAMI organizations and affiliates in every state and in over 1,100 local communities across the country who join together to meet the NAMI mission through advocacy, research, support, and education. Members of NAMI are families, friends, and people living with mental illnesses such as major depression, schizophrenia, bipolar disorder, obsessive-compulsive disorder (OCD), panic disorder, post-traumatic stress disorder (PTSD), and borderline personality disorder.

To learn more about your local affiliate:

Call your state's NAMI office

Write to: NAMI • Colonial Place Three
2107 Wilson Boulevard, Suite 300 • Arlington, VA 22201-3042

Contact the NAMI Information Helpline at
1 (800) 950-NAMI (6264) or

Visit NAMI's Web site at www.nami.org

Many NAMI affiliates offer programs designed to assist individuals and families affected by mental illness:

Peer-to-Peer is a NAMI learning program taught by a team of three trained "mentors" who are personally experienced at living well with mental illness. Participants come away from the course with many resources, including a "relapse prevention plan" and survival skills for working with providers and the general public.

Family-to-Family, another NAMI education program, is a free 12-week course for family caregivers of individuals with severe mental illnesses. The course is taught by trained family members and focuses on schizophrenia, bipolar disorder (manic depression), clinical depression, panic disorder, borderline personality disorder, post-traumatic stress disorder (PTSD), and obsessive-compulsive disorder (OCD). The course discusses the clinical treatment of these illnesses and teaches the knowledge and skills that family members need to cope more effectively. All instruction and course materials are free for class participants.

In Our Own Voice is a NAMI program in which trained consumers give a recovery and education presentation for other consumers, family members, friends, professionals, and lay audiences. Brief, yet comprehensive—including video, personal testimony, and discussion—it enriches the audience's understanding of how people cope with the reality of their illnesses while recovering and reclaiming productive lives.

Having a physician make the right distinction between unipolar depression and bipolar depression is critical.



The normal human emotion we sometimes call "depression" is a common response to a loss, failure, or disappointment. Major depression is different. It is a serious emotional and biological disease, which—with a correct diagnosis—can typically be treated effectively. Major depression may require long-term treatment to keep symptoms from returning, just like any other chronic medical illness. For some, biological depression is a life-long condition in which periods of wellness alternate with recurrences of illness.

The use of alcohol, a central nervous system depressant, can be a serious complication for depressed individuals who use it to try to change how they feel. All alcohol should be avoided during treatment for depression for several reasons. First, after its initial anti-anxiety effect, alcohol produces increased feelings of depression. Regular alcohol alone can cause a depressed mood that lasts for weeks, even after the use of alcohol stops. Second, in combination with many antidepressants, alcohol can make drug side effects much worse, even dangerously so, and may make antidepressants less effective. Third, alcohol reduces inhibitions, which increases the risk of suicide or suicidal gestures.

Getting an accurate diagnosis is important. First, rule out other possible medical conditions that mimic depression—such as hypothyroidism (too little thyroid), substance abuse, infectious processes, anemia, and neurological disorders.

■ What Are the Symptoms?

The onset of the first episode of major depression may not be obvious, if it is brief or mild. Unrecognized or left untreated, however, it may recur with greater seriousness or progress to a syndrome with the following symptoms: a profoundly sad or irritable mood lasting at least two weeks, and accompanied by pronounced changes in sleep, appetite, energy, ability to concentrate and remember, a lack of interest in usual activities, and a decreased ability to experience pleasure. Frequently, there

mood swings, loss of sleep, extreme “highs,” increased energy and activity, increased risk-taking and poor judgments, feelings of great pleasure or irritability, aggressiveness, and racing, disconnected thoughts as well as “low” periods very similar to those experienced by individuals with depressive illness. A companion to this brochure, *Understanding Bipolar Disorder and Recovery: What you need to know about this medical illness*, is available from NAMI. (See end of booklet for contact information.)

Having a physician make the right distinction between unipolar depression and bipolar depression is critical, since treatments for these two depressive disorders differ. On the one hand, antidepressant treatment (the cornerstone of treatment of unipolar depression) can in some cases activate manic symptoms or even worsen depressive symptoms, including suicidal thinking, in people living with bipolar depression. On the other hand, standard treatments for bipolar disorder (lithium, mood stabilizers, antipsychotics) do not appear to be effective in treating unipolar depression and may, thus, simply burden people suffering from unipolar depression with side effects.

❑ What Is Major Depression?

Major depression is a mood state that goes well beyond temporarily feeling sad or blue. It is a serious medical illness that affects one's thoughts, feelings, behavior, mood, and physical health.

Major depression can occur at any age, even in rare cases starting as young as preschool. Some individuals may only have one episode of depression in a lifetime, but more often people have recurrent episodes. More than half of those who experience a first episode of depression will have at least one other episode in their lives. Some people may have several episodes in the course of a year, and others may have ongoing symptoms. If untreated, episodes commonly last anywhere from a few months to many years.

The outward behavior of the person with depression often does not attract attention. The behavior of the depressed individual, although quite worrisome to family members and friends and even to him- or herself, rarely disrupts the lives of others to the extent that some other serious mental illnesses do.

However, major depression is disruptive in other ways, by causing people to withdraw from their relationships, from their work, and from the very fabric of society. In fact, major depression ranks as the largest cause of disability in the developed world, and the fourth-largest cause of disability in the developing world. To make matters worse, researchers believe that more than half of people who succeed in committing suicide were suffering from depression at the time.

❑ Information Resources:

www.nami.org: Updated daily, NAMI's Web site features the latest information on mental illnesses, medication and treatment, and resources for support and advocacy. Other features include online discussion groups and **myNAMI**, which enables you to receive customized information and updates via e-mail.

Peer-to-Peer: www.nami.org/p2p

Family-to-Family: www.nami.org/f2f

In Our Own Voice: www.nami.org/IOOV

Star Center: www.consumerstar.org

The STAR Center provides Support, Technical Assistance, and Resources to assist consumer-operated and consumer-helper programs in meeting the needs of under-served populations. In pursuit of this mission, it offers leadership training, national teleconferences, listening sessions, forums, scholarships for consumers and consumer-operated organizations, as well as online resources.

Grading the States: www.nami.org/grades

In 2006, NAMI completed a comprehensive review of state systems of care, *Grading the States: A Report on America's Health Care System for Serious Mental Illness*, and the variation in service delivery is breathtaking, even within a particular state. This report indicates some of the services your state has and in what areas it needs to improve.

Depression and Bipolar Support Alliance (DBSA):
www.dbsalliance.org

President's Freedom Commission:
www.mentalhealthcommission.gov

National Institute of Mental Health (NIMH):
www.nimh.nih.gov

STAR*D study:
www.nimh.nih.gov/healthinformation/stard.cfm

□ Books About Major Depression

The following books are a good place to start learning about depression. They can be ordered from your local bookseller or via www.nami.org through a link from the NAMI store to Amazon.com. Current books are also reviewed in the *Advocate*, the NAMI news magazine available to NAMI members.

Against Depression (2005), by Peter D. Kramer

The Antidepressant Survival Program (2000)
by Robert J. Hedaya, M.D.

Darkness Visible: A Memoir of Madness (1990)
by William Styron

The Depression Sourcebook, 2nd ed. (2000)
by Brain P. Quinn, C.S.W., Ph.D.

Feeling Good: The New Mood Therapy (1999)
by David D. Burns, M.D.

I Can See Tomorrow: A Guide For Living With Depression (1994)
by Patricia L. Owen, Ph.D.

Lincoln's Melancholy (2005)
by Joshua Wolf Shenk

More than Moody: Recognizing and Treating Adolescent Depression (2003)
by Harold S. Koplewicz, M.D.

The Noonday Demon (2001)
by Andrew Solomon

Overcoming Depression, 3rd ed. (1997)
by Demetri Papolos, M.D., and Janice Papolos

The Seven Beliefs: A Step-by-Step Guide to Help Latinas Recognize and Overcome Depression (2003)
by Belisa Lozano-Vranich, Psy.D., and Jorge R. Petit, M.D.

Standing In the Shadows: Understanding and Overcoming Depression in Black Men (2004)
by John Head

What To Do When Someone You Love Is Depressed (1998)
by Mitch Golant, Ph.D., and Susan K Golant

□ Introduction

Like diabetes and heart disease, major depression is a serious medical illness, and it is quite common. Psychological, biological, environmental, and genetic factors contribute to its development.

For many years, people living with depression and their families were blamed and experienced societal prejudice as a result of their illness, partly because their illness was so poorly understood. During the last few decades, however, scientific research has greatly expanded our understanding and firmly established that mental illnesses like major depression are biologically based brain diseases.

Major depression affects about five to eight percent of the United States' adult population in any 12-month period, which means that, based on the last census, approximately 15 million Americans will have an episode of major depression this year. Depression occurs twice as frequently in women as in men, for reasons that are not fully understood. More than half of those who experience a single episode of depression will continue to have episodes that occur as frequently as once or even twice a year. Without treatment, the frequency as well as the severity of symptoms of depressive illness tend to increase over time.

Major depression is also known as *clinical depression*, *major depressive illness*, *major affective disorder*, and *unipolar mood disorder*. It involves some combination of the following symptoms: depressed mood (sadness), poor concentration, sleep disturbances, fatigue, appetite disturbances, excessive guilt, and even suicidal thoughts. Thus, left untreated, depression can lead to serious impairment in daily functioning and even suicide, which is the eleventh-leading cause of death in the United States. Devastating as this disease may be, it is treatable. The availability of effective treatments and a better understanding of the biological basis for depression may lessen the barriers that can prevent early detection, accurate diagnosis, and the decision to seek medical treatment.

This brochure is intended to answer your questions about depression and give you valuable, accurate information about this illness and how it is treated. Unfortunately, major depression often goes unrecognized and untreated. You may need this information because you suspect you may have depression, or you may want to become knowledgeable because a family member or friend has the disorder.

Major depression is only one form of depressive illness. *Bipolar disorder*, also known as *manic depressive illness*, is a less common form of depression characterized by symptoms such as

Major depression is a medical illness that affects thoughts, feelings, behavior, mood, and physical health.



■ NAMI Publications

NAMI has several fact sheets related to depression, including *Depression in Older Persons*, *Seasonal Affective Disorder*, *Suicide*, and *Women and Depression*, as well as a fact sheet on specific medications used to treat depression. These materials are also available by calling the NAMI Information Helpline at 1 (800) 950-NAMI (6264). This and other information can be found by visiting our Web site, www.nami.org.



Understanding Major Depression and Recovery

NAMI Multnomah
524 NE 52nd Avenue
Portland, OR 97213
telephone: (503) 228-5692
www.nami.org/multnomah

Colonial Place Three
2107 Wilson Boulevard,
Suite 300
Arlington, VA
22201-3042
Ph: (703) 524-7600

NAMI Information Helpline:
1 (800) 950-NAMI (6264)

www.nami.org

What
you need
to know
about this
medical
illness

 **nami**
National Alliance on Mental Illness

 **nami**
National Alliance on Mental Illness





The NAMI Peer-to-Peer Education Course

is a nine week –
two hours per week –
experiential education
course on the topic
of recovery for any
person with serious

mental illness who is interested in
establishing and maintaining wellness.

The Course uses a combination of lecture,
interactive exercises and structured group
processes, and the diversity of experience
among course participants affords for
a lively dynamic that moves the
course along.

Who can take it?

The Course is designed to offer
an opportunity for growth to any
individual who experiences mental
illness.

Who are the teachers?

Courses are taught by teams of three
trained “mentors”, or peer-teachers,
who are themselves experienced at
living well with mental illness.

NAMI's Peer-To-Peer Education Course

Learning to live well with what we've got

What is taught, exactly?

Week One

Introductions, Stigma, Discrimination
Begin Relapse Prevention Planning

Week Two

Schizophrenia, Bipolar Disorder, Depression,
Thoughts, Feelings, Sleep
Continue Relapse Prevention Planning

Week Three

Panic Disorder, Obsessive
Compulsive Disorder,
Senses, Behavior
Continue Relapse
Prevention Planning

Week Four

Story Telling

Week Five

Language, Emotions
Continue Relapse Prevention Planning

Week Six

Addictions, Spirituality, Medication
Complete Relapse Prevention Plans

Week Seven

Coping Strategies, Decision Making

Week Eight

Relationships, Begin Advance Directive

Week Nine

Empowerment, Advocacy, “Complete”
Advance Directive, Evaluation



Where is it offered?

NAMI's Peer-to-Peer Education Course is
offered by state and affiliate NAMIs around
the country. A complete list of NAMI state
and affiliate organizations is on the NAMI
Web site: <http://www.nami.org/>

What does it cost?

NAMI's Peer-to-Peer Education Course
is offered free of charge to people who
experience mental illness. You do not need
to be a member of NAMI to take Peer-to-Peer,
and we hope you'll join us through our
“Open Door”, or reduced price, option.

How Do I find out more?

Please contact:

Kathryn Cohan, *Director*
Consumer Education and Support
NAMI Center for Research,
Education and Practice
(401) 568-4450
Email: Kathryn@nami.org (preferred)

*The National Alliance for the Mentally Ill
(NAMI) is a nonprofit, grassroots, self-help,
support and advocacy organization of consumers,
families, and friends of people with severe
mental illnesses.*

What are people saying?

"Very powerful message. I am impressed with entire curriculum. A LOT of different tools for recovery were part of the class allowing for CHOICE". – IA

"Peer-to-Peer teaches in nine weeks what it took me 20 years to figure out for myself." – CA

"I feel even more passionate about my advocacy role. And this has reinforced my belief that all consumers can lead a full successful life if they receive the treatment they need." – MO

"...has made me realize that I can trust myself, I am not incompetent. These messages I have had to drown out since the day I was hospitalized 8 years ago. I can be my own best friend." – MD

"I think this is very powerful. In depth with the many tools I'll need..." – AZ

"I loved the class! It is really the first time I admitted to myself that my OCD is a mental illness. It took courage to come to this class, but I came every night. I'm glad I did." – AR

"Fast moving, quite comprehensive, very enlightening, necessary course to pass on." – NV

For More Information:

NAMI-Multnomah County
524 NE 52nd Avenue
Portland, OR 97213
telephone: (503) 228-5692
www.nami.org/multnomah

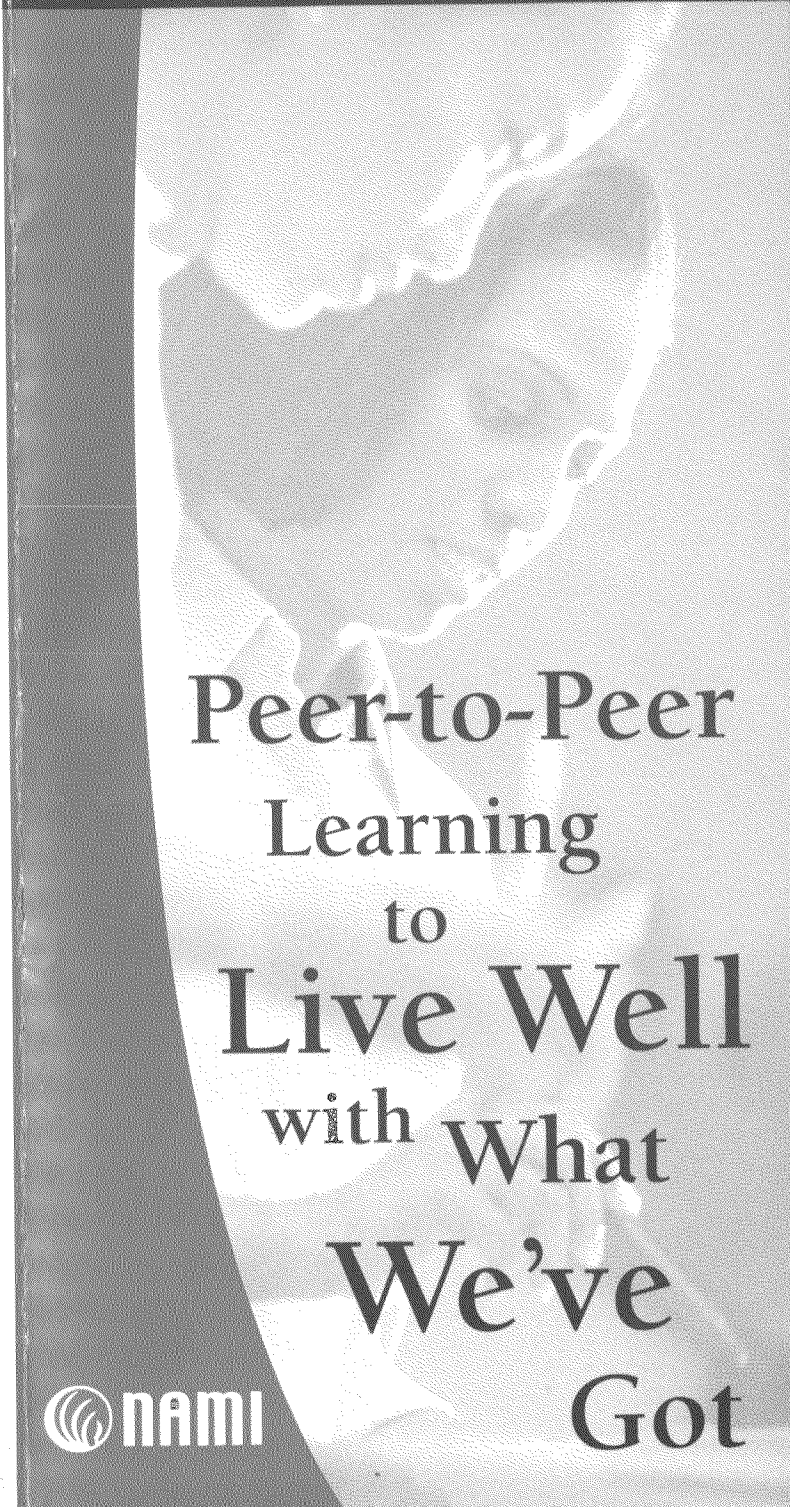
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The NAMI

Peer-to-Peer

Education Course



Peer-to-Peer
Learning
to
Live Well
with What
We've
Got

 **nami**

SYMPTOMS The following symptoms of bipolar disorder are common:

Manic phase. Hyperactivity, anger, impaired judgment, increased spending and sex drive, aggressive behavior, grandiose notions, delusions and exaggerated feelings of productivity and self-confidence. Loss of control, disorganization, extreme irritability, and eventual inability to function can occur. Manic "highs" are often described as one's best feeling ever, so people rarely seek treatment during a manic episode.

Depressive phase. Loss of capacity for pleasure, profound sadness, irritability, sleep changes, decreased appetite and concentration, low self-esteem, and thoughts of suicide.

CAUSES Scientific evidence suggests bipolar disorder may be the result of a chemical imbalance in certain parts of the brain. Researchers have also found evidence of a genetic predisposition to the illness. Sometimes life events such as a serious loss, chronic illness, or financial problem can trigger an episode in some individuals with a predisposition to the disorder.

TREATMENT Most people with bipolar disorder (80 percent to 90 percent) can be successfully treated with medication. Maintenance treatment with a mood stabilizer substantially reduces the number and severity of episodes for most people. In addition, psychosocial therapies and psychoeducation are important to help people understand their illness and cope with the stresses that can trigger episodes. How well treatment works depends on the severity of the disorder, how long it has been going on, individual response to treatment, and how much responsibility the person assumes for recovery.

RECOVERY Although bipolar disorder is a chronic illness, it is highly treatable, and new treatment options are continually improving the outlook for consumers and their loved ones. With an accurate diagnosis, effective medication, and proper support, many people with bipolar disorder can obtain relief from their symptoms and lead satisfying and fulfilling lives.

Major Depression

A serious medical illness that is much more than temporarily feeling sad or blue, major depression involves disturbances in mood, concentration, sleep, activity, appetite, and social behavior. Unlike typical emotional experiences of sadness, loss, or passing mood states, major depression is a persistent illness that is estimated to affect 9.9 million American adults (or approximately 5 percent of the U.S. adult population) in a given year. It is the leading cause of disability in the U.S. and many other developed countries.

Major depression can occur at any age, and people of all ethnic, racial, and socioeconomic groups can suffer from this illness. Some individuals may only have one episode of depression in a lifetime, but more often, people have recurrent episodes. More than half of those who experience a first episode of depression will have at least one other episode in their lives. Some people may have several episodes in the course of a year, and others may have ongoing chronic symptoms.

Because the outward behavior of depressed individuals often seems relatively normal and rarely disrupts the lives of others to the extent of some other serious mental illnesses, major depression is often misdiagnosed or not diagnosed at all. Left untreated, however, major depression can lead to suicide. As devastating as this illness may be, it is highly treatable.

SYMPTOMS

Some of the common symptoms of depression are:
Changes in sleep. Difficulty falling asleep or sleeping excessively.
Changes in appetite. Decrease or increase in desire to eat.
Impaired concentration and decision-making. Inability to pay attention. Decisions may seem impossible to make.
Loss of energy. Inability to perform normal daily routines. Slowed responses.
Loss of interest. Loss of capacity to experience pleasure.
Low self-esteem. Thoughts of losses or failures, guilt, and negative thoughts.
Feelings of hopelessness. Belief that nothing will ever improve. Thoughts of suicide.

CAUSES

Imaging studies indicate that a possible chemical dysfunction in the brain along with genetic factors may play a role in the development of major depression. Life events — such as the loss of a loved one, physical illness, financial or relationship problems, and chronic stress — may also trigger depression.

TREATMENT

There are three basic types of treatment for depression: medications, psychotherapy, and electroconvulsive therapy (ECT). They may be used singly or in combination.

Medication. Researchers believe that antidepressants work to correct imbalances in neurotransmitters like serotonin, dopamine, and norepinephrine that are thought to play a role in depression. Four groups of antidepressant medications are most often prescribed for depression: tricyclic antidepressants (TCAs), monoamine oxidase inhibitors (MAOIs), selective serotonin reuptake inhibitors (SSRIs), and serotonin and norepinephrine reuptake inhibitors (SNRIs). Most people respond most rapidly to treatment with antidepressants, and those with recurring depression may need to continue treatment with medication to prevent further episodes.

Psychotherapy. Several types of psychotherapy have been shown to be effective for depression, including cognitive-behavioral therapy (CBT) and interpersonal therapy (IPT). In general, these two types of therapies are short-term and usually last only ten to 20 weeks.

Electroconvulsive therapy (ECT). ECT is a highly effective treatment for severe depressive episodes. When medication, psychotherapy, and a combination of the two prove ineffective, or if treatments are too slow to relieve severe symptoms such as psychosis or thoughts of suicide, ECT may be considered.

RECOVERY

With treatment, approximately 80 percent of people with serious depression can return to their normal activities and feelings, usually in weeks or months. If one medication does not work, often another will. Treatment success depends on the type of depression, its severity and duration, and individual response to treatment.

Bipolar Disorder

Bipolar disorder, also known as manic depression, is a serious medical illness that affects more than two million adults in the United States. It is characterized by extreme shifts in mood, energy, and functioning.

People with bipolar disorder experience alternating episodes of mania (severe highs) and depression (severe lows). These episodes of abnormally intense moods may last for days, weeks, or even months, and are often separated by periods of fairly normal moods.

Bipolar disorder is a chronic condition with recurring episodes that often begin in adolescence or early adulthood. It generally requires ongoing treatment.

TREATMENT

Medication. Although there is no cure for schizophrenia, the symptoms can usually be treated with medication. The primary medications for schizophrenia are called antipsychotics. Scientists believe that antipsychotics relieve the positive symptoms of schizophrenia by helping to correct an imbalance in the chemicals that enable brain cells to communicate with each other. As with drug treatments for other medical illnesses, many patients with schizophrenia may need to try several different antipsychotic medications before they find the one — or the combination of medications — that works best for them. Some people may stop treatment because of medication side effects, disorganized thinking, or because they feel the medication is no longer working; however, people with schizophrenia who stop taking prescribed medication are at a high risk of relapse into an acute psychotic episode.

Psychosocial Rehabilitation. Research shows that people with schizophrenia who attend structured psychosocial rehabilitation programs and continue with their medical treatment manage their illness best. One of the most effective psychosocial approaches for the most severely ill, or for those with both mental illness and substance abuse, is the Program for Assertive Community Treatment (PACT), an intensive team effort in local communities to help people stay out of the hospital and live independently. PACT professionals work with clients to address problems effectively, to make sure medications are being properly taken, and to meet the routine daily challenges of life, such as grocery shopping and managing money.

Hospitalization. Hospitalization is sometimes necessary to treat acute symptoms such as severe delusions or hallucinations, serious suicidal thoughts, an inability to care for oneself, or severe problems with drugs or alcohol.

RECOVERY

The outlook for people with schizophrenia has improved during the last 25 years. Many people with the illness can get better with the treatments doctors now use, and they are often able to improve enough to lead independent, satisfying lives. As we learn more about the causes and treatments of schizophrenia, we should be able to help more people with schizophrenia achieve successful outcomes.

Obsessive-compulsive Disorder

An anxiety disorder characterized by recurrent, involuntary thoughts, ideas, impulses, or worries that run through one's mind (obsessions) and repetitive behaviors (compulsions), obsessive-compulsive disorder is estimated to affect more than three million American adults ages 18 to 54 each year. According to the World Health Organization, OCD is one of the ten leading causes of disability in the U.S. and other developed countries.

Anyone can develop obsessive-compulsive disorder.

Although most people at one time or another experience obsessive thoughts or compulsive behaviors, OCD is considered to occur when these feelings and behaviors persist for more than an hour each day and interfere with one's daily functioning. The first symptoms of OCD often begin during childhood or adolescence, and OCD is often a chronic, relapsing illness.

SYMPTOMS *Obsessions.* Intrusive, recurrent, irrational thoughts —unwanted ideas or impulses that repeatedly build up in the patient's mind. Some of the most common obsessions are fear of contamination, fixation on lucky/unlucky numbers, fear of danger to self and others, need for symmetry or exactness, and excessive doubt. The sufferer knows these thoughts are irrational, but fears that they might be true. Trying to avoid such thoughts creates great anxiety.

CAUSES *Compulsions.* Repetitive rituals such as hand-washing, counting, checking, hoarding, or arranging. These actions may be accompanied by a feeling of momentary relief, but a sense of satisfaction or completion is not experienced. A feeling exists that these rituals must be performed or else something bad will happen.

While the exact cause of OCD is unknown, there is growing evidence that OCD is related to abnormal functioning in a part of the brain called the striatum. OCD is not caused by family problems or attitudes learned in childhood, such as an emphasis on cleanliness or a belief that certain thoughts are dangerous or unacceptable.

TREATMENT In general, a combination of medication and behavior therapy has proven effective in reducing the symptoms of OCD. Several medications are used to treat OCD, including clomipramine (Anafranil), fluoxetine (Prozac), fluvoxamine (Luvox), sertraline (Zoloft), and paroxetine (Paxil). A specific type of behavioral therapy known as exposure and response prevention is also very useful for treating OCD. In this approach, a person is deliberately and voluntarily exposed to whatever triggers the obsessive thoughts, and then is taught techniques to avoid performing the compulsive rituals and to deal with the anxiety.

RECOVERY Though response to treatment varies from person to person, most people with OCD who are treated with effective medications find that their symptoms are reduced enough to help them lead a fulfilling, satisfying life. Unfortunately, OCD is often misdiagnosed or not diagnosed, and people with OCD may attempt to hide their problem rather than seek help. However, OCD is usually a chronic disease and will not go away by itself, so it is very important to seek treatment if and when symptoms appear.

SYMPTOMS No single symptom positively identifies schizophrenia; all of the signs of the disorder can be found in other mental illnesses, and an individual's symptoms may change over time. The symptoms of schizophrenia are generally divided into three categories: positive, disorganized, and negative symptoms.

Positive symptoms are also known as “psychotic” symptoms because the patient has lost touch with reality in certain important ways. “Positive” as used here does not mean “good.” Rather, it refers to having overt symptoms that should not be there. The most common positive symptoms include hallucinations and delusions. Hallucinations cause the person to hear voices or see things that do not exist. People with schizophrenia also commonly experience delusions, meaning that they believe ideas that are obviously false, such as that people are reading their thoughts or that they can control other people's minds.

Disorganized symptoms include confused thinking and speech and behavior that does not make sense. Schizophrenia can cause people to move slowly, make rhythmic gestures over and over again, or move in ritualistic ways, such as walking in circles. They may have altered senses that cause them to have trouble making sense of everyday sights, sounds, and language, or to misunderstand feelings such as joy or anger or fear. They may also have extra sensitivity to colors, shapes, and background noises.

Negative Symptoms. “Negative” does not refer to a person's attitude, but to a lack of certain characteristics that should be there. Negative symptoms often include emotional flatness or lack of expression; an inability to start and follow through with activities; speech that is brief and lacks content; and a seeming lack of pleasure or interest in life.

CAUSES Scientists still do not know the specific causes of schizophrenia, but research has shown that the brains of people with schizophrenia are different, as a group, from the brains of people without the illness. Like many other medical illnesses such as cancer or diabetes, schizophrenia seems to be caused by a combination of problems, including genetic vulnerability and environmental factors that occur during a person's development.

Schizophrenia

Although widely feared and misunderstood, schizophrenia is actually a highly treatable brain disorder that affects more than two million American adults in a given year. Schizophrenia interferes with a person's ability to think clearly, manage his or her emotions, make decisions, and relate to others.

Many people with schizophrenia have hallucinations and delusions, meaning they hear or see things that are not there, and believe things that are not real or true. Because the disorder causes unusual, inappropriate, and sometimes dangerous behavior, people with schizophrenia are often shunned and unnecessarily stigmatized. However, schizophrenia is not caused by bad parenting or personal weakness. A person with schizophrenia does not have a "split personality," and almost all people with the disorder are not dangerous when they are in treatment — although their behavior can be unpredictable.

Although schizophrenia can affect anyone at any age, the first signs of the disorder typically emerge during the teenage years and twenties, and it affects slightly more men than women. Research has linked to schizophrenia to genetics, meaning it can run in families. However, the chances of becoming ill with schizophrenia are very small for most people.

Panic Disorder

Panic disorder is an anxiety disorder characterized by unexpected and repeated episodes of intense fear accompanied by physical symptoms including chest pain, heart palpitations, shortness of breath, dizziness or abdominal distress. These episodes, called panic attacks, are uncontrollable panic responses to ordinary and non-threatening situations, and they are the defining symptoms of panic disorder. More than two million American adults ages 18 to 54 have panic disorder in a given year. Panic disorder typically develops in late adolescence or early adulthood.

Many people with panic disorder develop intense anxiety between episodes. It is not unusual for a person with panic disorder to develop phobias about places or situations where panic attacks have occurred, such as in supermarkets or other everyday situations. Phobias are irrational, involuntary, and inappropriate fears of (or responses to) ordinary situations or things. Usually long term, distressing, and restrictive, phobias can lead to other serious problems, such as depression. As the frequency of panic attacks increases, a person may begin to avoid situations where he or she fears another attack may occur or where help would not be immediately available.

SYMPTOMS A person who experiences four or more panic attacks in a four-week period is said to have panic disorder. Panic disorder may also be indicated if a person experiences fewer than four panic episodes but has recurrent or constant fears of having another panic attack.

To be diagnosed as having panic disorder, a person must experience at least four of the following symptoms during a panic attack: sweating; hot or cold flashes; choking or smothering sensations; racing heart; labored breathing; trembling; chest pains; faintness; disorientation; or feelings of dying, losing control, or losing one's mind.

CAUSES Panic disorder seems to run in families, and this suggests the disorder has some genetic inheritability or predisposition. Biological theories point to possible physical defects in a person's autonomic nervous system.

Panic attacks can happen to anyone. Chemical or hormonal imbalances, drugs or alcohol, stress, or other situational events can trigger panic attacks, which are often mistaken for heart attacks, heart disease, or respiratory problems.

TREATMENT Most often medication is used to prevent panic attacks, and when it is used in combination with cognitive or behavioral therapy, it allows people to overcome their fears and return to normal, functional living. For some individuals, structured cognitive-behavioral psychotherapy alone may be effective.

RECOVERY Treatment by an experienced professional can reduce or prevent panic attacks in 70 percent to 90 percent of people with panic disorder. Unfortunately, many people who suffer from panic disorder do not seek appropriate treatment. Thus, family and friends can play a significant role in identifying the symptoms and helping their loved ones receive treatment.

What Are Mental Illnesses?

Mental illnesses are disorders of the brain that disrupt a person's thinking, feelings, mood, ability to relate to others, and daily functioning. Just as diabetes is a disorder of the pancreas, mental illnesses are brain disorders that often result in a diminished capacity for coping with the ordinary demands of life.

Mental illnesses can affect persons of any age, race, religion, or socioeconomic status. The World Health Organization has reported that four out of the ten leading causes of disability in the U.S. and other developed countries are mental disorders, which include major depression, bipolar disorder, schizophrenia and obsessive-compulsive disorder. In addition, more than 5 percent of American adults suffer from a serious mental illness. These illnesses greatly affect family members and society in general. Mental illnesses are not the result of personal weakness, lack of character, or a poor upbringing.

Most importantly, these brain disorders are treatable. Most people with a serious mental illness can experience relief from their symptoms by taking prescribed medications. Psychosocial treatments such as cognitive behavioral therapy, interpersonal therapy, self-help and support groups, housing, vocational rehabilitation, and other community services can also provide support and stability and assist with recovery.

What is NAMI?

The National Alliance for the Mentally Ill (NAMI) is a non-profit, grassroots, self-help, support and advocacy organization of consumers, families, and friends of people with severe mental illnesses, such as schizophrenia, major depression, bipolar disorder, obsessive-compulsive disorder, and anxiety disorders.

Founded in 1979, NAMI has more than 220,000 members who seek equitable services for people with severe mental illnesses. Working on the national, state, and local levels, NAMI provides education about severe brain disorders, supports increased funding for research, and advocates for adequate health insurance, housing, rehabilitation, and jobs for people with serious psychiatric illnesses. In addition to 1,200 state and local affiliates in the United States, NAMI has affiliates in Puerto Rico, Canada, and American Samoa, and has helped start sister organizations in Australia, Japan, and the Ukraine.

Consumers, family members, friends, and the public are encouraged to call the NAMI HelpLine (1-800/950-NAMI [6264]). NAMI's national, toll-free number connecting callers with trained volunteers who can answer questions and mail information about severe mental illnesses, treatments, services, and local NAMI affiliate groups. The NAMI HelpLine is staffed Monday through Friday, 10:00 a.m. to 5:00 p.m. Eastern time, and has a 24-hour, seven-day-a-week message line. You can also learn more about your local NAMI group by calling your state's NAMI office or by writing to NAMI, Colonial Place Three, 2107 Wilson Blvd., Suite 300, Arlington, VA 22201-3042.



The Nation's Voice on Mental Illness

Colonial Place Three
2107 Wilson Blvd., Suite 300
Arlington, VA 22201-3042
PH: 703-524-7600

NAMI HelpLine:
1-800-950-NAMI (6264)
www.nami.org

Books About Mental Illnesses

Bipolar Disorder: A Guide for Patients and Families

by Francis Mondimore, M.D. Johns Hopkins University Press, 1999.

Helping Someone with Mental Illness: A Compassionate Guide for Family, Friends, and Caregivers by Rosalynn Carter. Random House, 1998.

Obsessive-Compulsive Disorder: The Facts by Padmal de Silva and Stanley Rachman. Oxford, 1998.

Overcoming Depression: The Definitive Resource for Patients and Families Who Live with Depression and Manic-Depression (3rd ed., rev.) by Demitri Papolos, M.D., and Janice Papolos. HarperPerennial, 1997.

Surviving Schizophrenia: A Manual for Families, Consumers, and Providers (4th ed., rev.) by E. Fuller Torrey, M.D. Quill, 2001.

From NAMI

The NAMI HelpLine (1-800/950-6264) has a variety of brochures and fact sheets on specific mental illnesses, treatments, medications, and topics related to mental illnesses, and can provide callers with single copies of these materials.

For more information about NAMI and mental illnesses, refer to NAMI's Web site, www.nami.org, which provides comprehensive information about mental illnesses, NAMI's programs, and NAMI's efforts to improve the lives of people with mental illnesses and their family members.

For More Information:

**An Illness
Like Any Other**



The Nation's Voice on Mental Illness

Colonial Place Three
2107 Wilson Blvd., Suite 300
Arlington, VA 22201-3042
PH: 703-524-7600

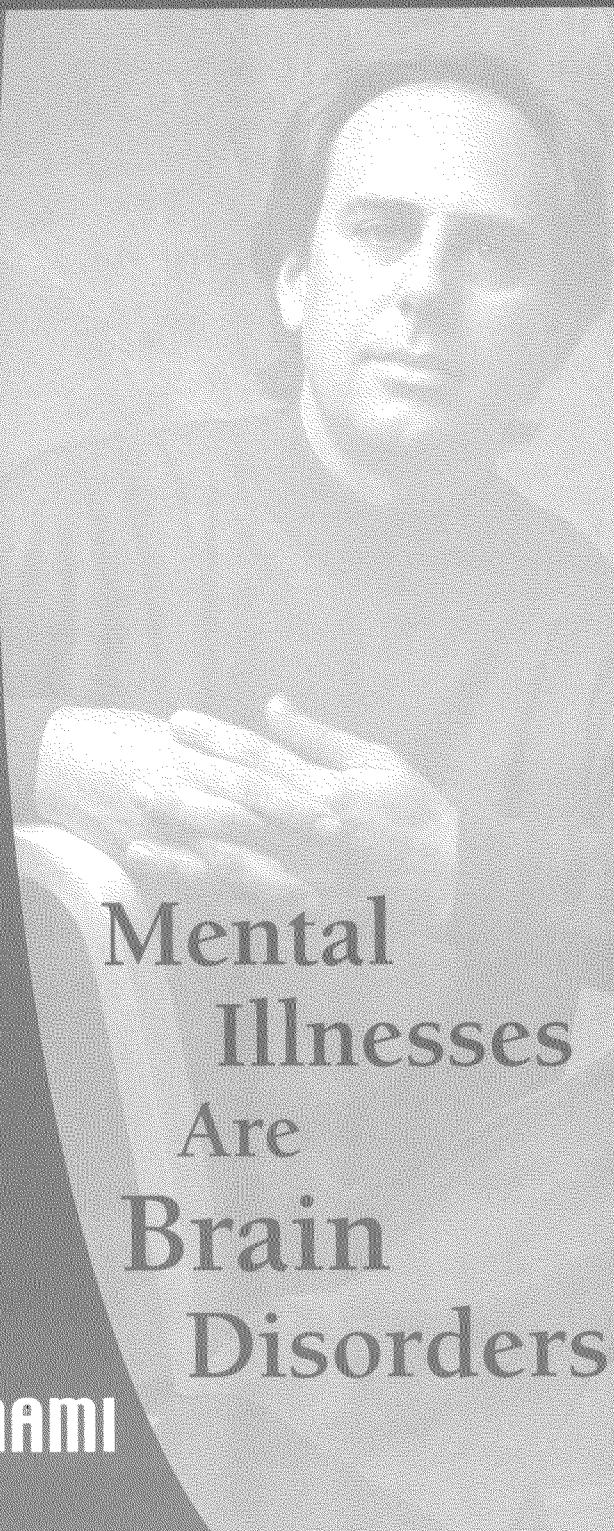
NAMI HelpLine: 1-800-950-NAMI (6264)
www.nami.org

nami Experience
the Revolution
★★★★★ JOIN TODAY!

888-999-6264
www.nami.org



**Mental
Illnesses
Are
Brain
Disorders**





MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-3 DATE 10-2-08
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 10/02/08
Agenda Item #: R-3
Est. Start Time: 9:50 AM
Date Submitted: 09/22/08

BUDGET MODIFICATION: DCHS-06

Budget Modification DCHS-06 Adding a Mental Health Consultant Position in the Mental Health and Addiction Services Division, and Reallocating \$311,944 from Personnel Services to Professional Services in the Early Psychosis Intervention Program

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

Requested Meeting Date:	<u>October 2, 2008</u>	Amount of Time Needed:	<u>5 minutes</u>
Department:	<u>County Human Services</u>	Division:	<u>Mental Health and Addiction Services</u>
Contact(s):	<u>Kathy Tinkle</u>		
Phone:	<u>503 988-3691</u>	Ext.	<u>26858</u>
	I/O Address: <u>167/620</u>		
Presenter(s):	<u>Karl Brimner or David Hidalgo</u>		

General Information

1. What action are you requesting from the Board?

The Department of County Human Services recommends approval of budget modification DCHS-06 which adds one Spanish speaking Mental Health Consultant position (0.50 FTE annualized) in the Mental Health and Addiction Services Division, and appropriates \$311,944 in professional services. Funds to accomplish this action are generated by eliminating two vacant Social Worker positions (2.00 FTE annualized) and one vacant Physician position (1.00 FTE annualized).

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.

Program Offer # 25064 - 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. This program offers formal psychiatric treatment services as well as vocational and educational support, and will coordinate care with the young person's family.

The EPP was funded by the State this past spring and as they have been working through implementation of the program the Division has identified two programmatic needs that, if addressed, will allow the program to better assist their clients. Due to a large number of Spanish speaking clients it has been determined that the program needs to hire a Spanish speaking Mental Health Consultant. It has also been determined that rather than fill three vacant, funded positions (two Social Workers and one Physician), these funds could meet the client needs better if used to contract for professional services from a psychiatrist, occupational therapist, and a vocational counselor as needed. Elimination of the three positions would generate a cost savings of \$355,616; of which, \$43,671 will be used to hire the bilingual Mental Health Consultant, and the remaining \$311,944 will be utilized to fund professional services as noted above.

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

The net fiscal impact is zero for the current fiscal year and ongoing. However, this budget modification reallocates \$311,944 from personnel services to professional services, and decreases the internal service reimbursement from the Federal State Fund to the Risk fund by \$39,793. The ongoing funding is included in the biennial agreement with the State Department of Human Services for the Early Psychosis Intervention program.

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?**

The net fiscal impact is zero for the current fiscal year and ongoing. The only revenue that is being changed is the internal service reimbursement from the Federal State Fund to the Risk will decrease by \$39,793 as a result of reallocating expenses from personnel to professional services.

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

This budget modification reallocates \$311,944 from personnel services to professional services, and decreases the internal service reimbursement from the Federal State Fund to the Risk fund by \$39,793.

- **What do the changes accomplish?**

Re-appropriates resources within the Early Psychosis Intervention program to better serve their clients.

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

Adds one Mental Health Consultant position (0.50 FTE Annualized) and eliminates two Social worker positions (2.00 FTE Annualized), and one Physician position (1.00 FTE Annualized).

- **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?**

These ongoing funds are included in our biennial agreement with the State Department of Human Services.

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

The current biennial agreement expires June 30, 2009 however we fully expect that these funds will be included in the 2009-2011 agreement.

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

Should the State no longer provide funds for this program, the Division will eliminate it.

<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 -06

Required Signatures

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

Kathy Link for Joanne Fuller

Date: 09/18/08

Budget Analyst:

Angela Burdine

Date: 09/22/08

Department HR:

Paula Brewster

Date: 09/18/08

Countywide HR:

Date:

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

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

Budget/Fiscal Year: 2009

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center	WBS Element						
1	20-80	1000	20564	40			MA SC EAST 20	60000		(123,679)	(123,679)		Permanent
2	20-80	1000	20564	40			MA SC EAST 20	60130		(38,885)	(38,885)		Salary Related
3	20-80	1000	20564	40			MA SC EAST 20	60140		(18,369)	(18,369)		Insurance Benefits
4	20-80	1000	20564	40			MA SC EAST 20	60170		180,933	180,933		Professional Services
5	20-80	1000	20564	40			MA SC EAST XIX	60000		(83,374)	(83,374)		
6	20-80	1000	20564	40			MA SC EAST XIX	60130		(26,213)	(26,213)		Svs Reim F/S to Risk
7	20-80	1000	20564	40			MA SC EAST XIX	60140		(21,424)	(21,424)		Claims Paid
8	20-80	1000	20564	40			MA SC EAST XIX	60170		131,011	131,011		
9													
10	72-10	3500		20		705210		50316		(39,793)	39,793		Svs Reim F/S to Risk
11	72-10	3500		20		705210		60330		39,793	(39,793)		Claims Paid
12													
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											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/O	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1000	9490	63315	MA SC EAST 20	Physician	713697	(1.00)	(123,679)	(38,885)	(18,369)	(180,933)
1000	6295	63315	MA SC EAST XIX	Social Worker	713699	(1.00)	(55,583)	(17,475)	(14,283)	(87,341)
1000	6295	63315	MA SC EAST XIX	Social Worker	713698	(1.00)	(55,583)	(17,475)	(14,283)	(87,341)
1000	6365	63315	MA SC EAST XIX	Mental Health Consultant	713698	0.50	27,792	8,737	7,142	43,671
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL ANNUALIZED CHANGES						(2.50)	(207,053)	(65,099)	(39,793)	(311,945)

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/O	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1000	9490	63315	MA SC EAST 20	Physician	713697	(1.00)	(123,679)	(38,885)	(18,369)	(180,933)
1000	6295	63315	MA SC EAST XIX	Social Worker	713699	(1.00)	(55,583)	(17,475)	(14,283)	(87,341)
1000	6295	63315	MA SC EAST XIX	Social Worker	713698	(1.00)	(55,583)	(17,475)	(14,283)	(87,341)
1000	6365	63315	MA SC EAST XIX	Mental Health Consultant	713698	0.50	27,792	8,737	7,142	43,671
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL CURRENT FY CHANGES						(2.50)	(207,053)	(65,099)	(39,793)	(311,945)



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (revised 09/22/08)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # 24 DATE 10-02-08
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 10/02/08
Agenda Item #: R-4
Est. Start Time: 9:55 AM
Date Submitted: 09/24/08

BUDGET MODIFICATION: DCHS - 10

Agenda Title: Budget Modification DCHS-10 Increasing a .50 FTE Program Development Technician Position to Full-time in the Mental Health and Addiction Services Division

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

Requested Meeting Date:	<u>October 2, 2008</u>	Amount of Time Needed:	<u>5 minutes</u>
Department:	<u>County Human Services</u>	Division:	<u>Mental Health and Addiction Services</u>
Contact(s):	<u>Kathy Tinkle</u>		
Phone:	<u>503 988-3691</u>	Ext.:	<u>26858</u>
Presenter(s):	<u>Karl Brimmer</u>	I/O Address:	<u>167/620</u>

General Information

1. What action are you requesting from the Board?

The Department of County Human Services recommends approval of budget modification DCHS-10, which will increase a Program Development Technician (PDT) position by 0.37 FTE (0.50 on an annualized basis) in Mental Health and Addiction Services Division (MHAS).

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 modification will increase a PDT within Program Offer 25058-Commitment Services by 0.37 FTE (0.50 on annualized basis) which brings the position to full time.

This position provides technical support to two Involuntary Commitment, and two Jail Diversion work units. The position assesses & anticipates data needs, creates, builds & modifies databases, writes & modifies programs to create reports necessary to assess outcomes on a weekly, monthly, bi-annual & annual basis; and coordinates with other counties the County of Responsibility for clients served by Multnomah County Involuntary Commitment and Residential work units. The workload

of this position has recently experienced a significant increase with the addition of two Jail Diversion work units (the 370 program & Mental Health Court), and one State Hospital discharge position and the approximately 8-9% annual increase in number of Emergency Holds handled by the Commitment Services program. An increase of 0.37 FTE to bring this PDT position to full time will address the increase in the scope of responsibilities associated with this position.

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

The net fiscal impact is zero for the current fiscal year and ongoing as funds originally budgeted for on call staff in the Commitment Services program will be reallocated to fund this FTE increase. A recent change in the staffing pattern in the Commitment Services program will allow \$26,147 of the on call budget to be reallocated to fund the additional 0.37 FTE Program Development Technician, leaving \$29,392 available for any on call staffing needs.

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?**

The net fiscal impact is zero for the current fiscal year and ongoing. The only revenue that is being changed is the internal service reimbursement from the Federal State Fund to the Risk fund will increase by \$3,979 as a result of reallocating expenses from temporary personnel services to permanent personnel services.

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

This budget modification reallocates \$26,147 of CGF from temporary personnel services to permanent personnel services; and increases the internal service reimbursement from the Federal State Fund to the Risk fund by \$3,979.

- **What do the changes accomplish?**

Addition of 0.37 FTE (0.50 on an annualized basis) allows current position to address increased work duties associated with the position.

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

This budget modification will increase 0.37 FTE (0.50 on annualized basis) for a PDT position.

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

N/A

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

The PDT position is a permanent position in the ongoing Commitment Services program. Since this budget modification will be reallocating \$26,147 of CGF to fund the additional 0.37 FTE (0.50 on an annualized basis); the plan is to request CGF on a continuing basis to fund the additional FTE portion of this position.

- **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: DCHS - 10

Required Signatures

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

Harry Linker for Joanne Fuller

Date: 09/24/08

Budget Analyst:

Angela Burdine

Date: 09/24/08

Department HR:

Paula Brunst

Date: 09/24/08

Countywide HR:

Date:

Budget Modification ID: **DCHS-10****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2009

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	1000	25058	40			MA SN MC ICP CGF	60100	50,000	26,542	(23,458)		Temporary
2	20-80	1000	25058	40			MA SN MC ICP CGF	60135	3,835	2,200	(1,635)		Non Base Fringe
3	20-80	1000	25058	40			MA SN MC ICP CGF	60145	1,704	650	(1,054)		Non Base Insurance
4	20-80	1000	25058	40			MA SN MC ICP CGF	60000	248,286	264,657	16,371		Permenant (705026)
5	20-80	1000	25058	40			MA SN MC ICP CGF	60130	73,423	78,166	4,743		Salary Related
6	20-80	1000	25058	40			MA SN MC ICP CGF	60140	58,689	63,722	5,033		Insurance Benefits
7													
8	72-10	3500		0020		705210		50316		(3,979)	(3,979)		Svc. Reim F/S to Risk
9	72-10	3500		0020		705210		60330		3,979	3,979		Claims Paid
10										0			
11										0			
12										0			
13										0			
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											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	6020		MA SN MC ICP CGF	Program Development Tech	705026	0.50	22,123	6,409	6,801	35,333
										0
										0
										0
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										0
										0
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										0
										0
										0
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										0
TOTAL ANNUALIZED CHANGES						0.50	22,123	6,409	6,801	35,333

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	6020		MA SN MC ICP CGF	Program Development Tech	705026	0.37	16,371	4,743	5,033	26,147
										0
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										0
TOTAL CURRENT FY CHANGES						0.37	16,371	4,743	5,033	26,147



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-5 DATE 10-02-08
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 10/02/08
Agenda Item #: R-5
Est. Start Time: 9:57 AM
Date Submitted: 09/22/08

BUDGET MODIFICATION: DCHS-08

**Budget Modification DCHS-08 Increasing the Department of County Human
Agenda Services Fiscal Year 2009 Federal/State Appropriation by \$48,293 in State of
Title: Oregon Housing and Community Services Grant Funding**

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

Requested Meeting Date:	<u>October 2, 2008</u>	Amount of Time Needed:	<u>5 minutes</u>
Department:	<u>County Human Services</u>	Division:	<u>SUN Service System</u>
Contact(s):	<u>Kathy Tinkle</u>		
Phone:	<u>503 988-3691</u>	Ext.	<u>26858</u>
	I/O Address:		<u>167/620</u>
Presenter(s):	<u>Peggy Samolinski</u>		

General Information

1. What action are you requesting from the Board?

The Department of County Human Services recommends approval of budget modification DCHS-08. This budget modification increases State of Oregon Housing and Community Services (OHCS) grant funding by \$48,293 in SUN Service System for the Anti-Poverty Services 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.

Program Offer # 25105 – Anti-Poverty Services program form the basis of a system of care designed to assist homeless and low-income households to become more self-sufficient.

This program is partially funded by grants from OHCS. These grants are awarded with each new State biennium. At the time that the Fiscal Year 2008 budget was prepared, the grant revenue projections were based on estimates of the grant balances that would be available after the end of Fiscal Year 2008. Final Fiscal Year 2008 invoices have been received from service providers, which revealed that \$48,293 was left unspent. In addition, OHCS provided a slight increase in

funds mid 2008 fiscal year. These funds can be carried over into Fiscal Year 2009 to increase services to clients. The increase in Anti-Poverty funding will allow for additional family case management services for approximately 30 low-income households.

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

The FY 2009 budget for Anti-Poverty Services will be increased by \$48,293. The following expenses increase: Contracted Services by \$47,643; Supplies by \$587; and Grant Paid Indirect by \$63.

Department grant paid indirect revenue increases by \$29 with a corresponding increase in supplies.

Service reimbursement from the grant to the General Fund increases by \$34.

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?**

This budget modification increases the FY 2009 budget for the Anti Poverty Services program offer 25150 by \$48,293 in OHCS grant funding. The additional funding available for FY 2009 is due to a slight increase in funding from OHCS and agency under spending in FY 2008. Department grant paid indirect revenue increases by \$29 and service reimbursement from the grant to the General Fund increases by \$34.

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

The FY 2009 budget for Anti-Poverty Services will be increased by \$48,293. The following expenses increase: Contracted Services by \$47,643; Supplies by \$587; and Grant Paid Indirect by \$63.

Department grant paid indirect revenue increases by \$29 with a corresponding increase in supplies.

Service reimbursement from the grant to the General Fund increases by \$34.

The DCHS FY 2009 budget for OHCS grant funding will be increased by a total of \$46,023, which will be utilized within the Anti-Poverty Services program for contracted service in the SUN Service System.

- **What do the changes accomplish?**

This budget modification allows the available funds to be rolled into FY 2009 and added to existing service contracts. The funds will be used for additional family case management services for approximately 30 low-income households.

- **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?**

This is a one-time-only increase resulting from previous year under-utilization. The grants are continuously renewed at the established annual allocation amounts. The OHCS grants will continue to be renewed with each new State biennium.

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

The funds must be spent by June 30th, 2009.

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

The grant will continue to be renewed with each new State biennium.

<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 -08

Required Signatures

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

Kathy Link for Joanne Fuller

Date: 09/19/08

Budget Analyst:

Angela Burdine

Date: 09/22/08

Department HR:

Date:

Countywide HR:

Date:

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

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

Budget/Fiscal Year: 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	22-20	20710	25150	40			SCPSPPV.CSBG.08	50190	(293,401)	(337,234)	(43,833)		State/Federal funding
2	22-20	20710	25150	40			SCPSPPV.CSBG.08	60160	293,401	337,234	43,833		Pass Thru and Prg Support
3										0			
4	22-20	20710	25150	40			SCPSPPV.CSBG.08.AA	50190	(14,670)	(16,860)	(2,190)		State/Federal funding
5	22-20	20710	25150	40			SCPSPPV.CSBG.08.AA	60160	14,670	16,860	2,190		Pass Thru and Prg Support
6										0			
7	22-20	21480	25150	40			SCPSPPV.HSP.AD	50190	(2,714)	(3,364)	(650)		State/Federal
8	22-20	21480	25150	40			SCPSPPV.HSP.AD	60350	1,479	1,513	34		Cental Indirect 2.07%
9	22-20	21480	25150	40			SCPSPPV.HSP.AD	60355	1,235	1,264	29		Department Indirect 1.73%
10	22-20	21480	25150	40			SCPSPPV.HSP.AD	60240	0	587	587		Supplies
11													
12	22-20	21480	25150	40			SCPSPPV.HSP	50190	(71,397)	(73,017)	(1,620)		State/Federal
13	22-20	21480	25150	40			SCPSPPV.HSP.AA	60160	3,400	3,477	77		Pass Through Program Support
14	22-20	21480	25150	40			SCPSPPV.HSP	60160	67,997	69,540	1,543		Pass Through Program Support
15													
16													
17													
18													
19	26-00	1000	25000	40			CHSDO.IND1000	50370		(29)	(29)		Dept Indirect Revenue
20	26-00	1000	25000	40			CHSDO.IND1000	60240		29	29		Supplies
21													
22	19	1000		20		9500001000		50310		(34)	(34)		Svc Reimb F/S to General Fund
23	19	1000		20		9500001000		60470		34	34		Contingency
24													
25													
26													
											0	0	Total - Page 1
											0	0	GRAND TOTAL
27													
28													
29													



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 10/02/08
Agenda Item #: R-6
Est. Start Time: 10:00 AM
Date Submitted: 09/24/08

RESOLUTION Approving Third Amendment to Lease with Columbia Watumull, LLC, for Office Space at Columbia Pacific Plaza, 2205 NE Columbia Blvd., Portland, Oregon, and Authorizing County Chair to Execute Lease Amendments and Renewals

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

Requested Meeting Date: October 2, 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
Carl Goodman, Erika Preuitt, Department of Community of Justice; Mike Sublett,
Presenter(s): Facilities and Property Management Division

General Information

1. What action are you requesting from the Board?

Approve Third Amendment to Lease with Columbia Watumull, LLC, for office space at Columbia Pacific Plaza, 2205 NE Columbia Blvd., Portland, Oregon, and authorize County Chair to execute lease amendments and renewals

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.

Multnomah County has a lease with Columbia Watumull, LLC ("Watumull") for approximately 9,987 square feet of office space on the 1st floor of Columbia Pacific Plaza, 2205 NE Columbia Blvd., Portland, Oregon ("Property"). The current lease was entered into in 1999. Multnomah County has previously leased space in the Property for the Department of Community Justice ("DCJ") and the location has continuously served as a staff field office for conducting parole and probation counseling since 1986. Over the past two years, Facilities and Property Management Division ("Facilities") has consulted with DCJ on their space needs at their various sites. Facilities

and DCJ have determined that an extension and expansion of the current space would be appropriate. The site is currently funded under Program Offer #50033, Adult Field Services Supervision.

Facilities has negotiated the attached Third Amendment to Lease with Watumull to achieve the extension and expansion of space at the Property to support the program needs of DCJ. DCJ and Facilities recommend that it is in the best interests of the County to lease the Property on the terms and conditions set forth in the attached Third Amendment to Lease.

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

The annual increase in operating costs in the first year is approximately \$305,000. The base rent will increase by the consumer price indexes through the primary term of seven (7) years.

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: 09/24/08

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approving Third Amendment to Lease with Columbia Watumull, LLC, for Office Space at Columbia Pacific Plaza, 2205 NE Columbia Blvd., Portland, Oregon, and Authorizing County Chair to Execute Lease Amendments and Renewals

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County has a lease with Columbia Watumull, LLC ("Watumull") for approximately 9,987 square feet of office space on the 1st floor of Columbia Pacific Plaza, 2205 NE Columbia Blvd., Portland, Oregon ("Property"). The current lease was entered into in 1999. Multnomah County has previously leased space in the Property for the Department of Community Justice ("DCJ") and the location has continuously served as a staff field office for conducting parole and probation counseling since 1986.
- b. Facilities and Property Management Division ("Facilities") has consulted with DCJ on their space needs and determined that an extension and expansion of the current space would be appropriate. Facilities has negotiated the attached Third Amendment to Lease with Watumull to achieve the extension and expansion of space at the Property to support the program needs of DCJ.
- c. It is in the best interests of the County to lease the Property on the terms and conditions set forth in the attached Third Amendment to Lease.

The Multnomah County Board of Commissioners Resolves:

1. The Board approves the lease extension and expansion of space at the Property and the County Chair is authorized to execute an agreement substantially conforming to the attached Third Amendment to Lease 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 2nd day of October 2008.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
John S. Thomas, Deputy County Attorney

SUBMITTED BY:
Carol M. Ford, Director, Dept. of County Management

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE is made this 3rd day of September, 2008, by and between COLUMBIA WATUMULL, LLC, (the "Landlord"), and Multnomah County, a Political Subdivision of the State of Oregon (the "Tenant").

WHEREAS, Landlord and Tenant entered into a LEASE AGREEMENT dated April 29, 1999, and FIRST AMENDMENT, dated March 25th, 2004, and SECOND AMENDMENT, dated September 27th, 2007, (the "Lease"), for certain Premises located at 2205 NE Columbia Blvd., Portland, Oregon 97211, ("Premises") and consisting of approximately 9,987 square feet, as more fully described in the Lease; WHEREAS, Landlord and Tenant desire to extend and the Lease for an additional term, and to modify the Lease accordingly, as follows;

NOW THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereby mutually agree as follows:

1. **Term:** Effective October 1, 2008 through September 30, 2015; with one (1) option to renew for one (1) successive term of five (5) years at the same terms and conditions of the Lease Agreement and this Amendment and all prior Amendments.
2. **Premises:** The Premises consists of Suites #2205 and #2201. Tenant is in possession of first floor Suite #2205, which is approximately 9,987 square feet. Tenant shall occupy the additional second floor Suite #2201, which is approximately 17,256 square feet, or approximately 27,243 total square feet of occupied premises.
3. **Possession:** Tenant is in possession of Suite #2205. Possession of Suite #2201 shall be forty-five (45) days following the full execution of this Amendment.
4. **Base Rent:** Effective October 1, 2008 the base rental rate for Suite #2205 shall be \$10,820.00 monthly triple net. Effective forty-five (45) days following the execution of this Amendment the base rent for Suite #2201 shall be \$18,694.00 monthly triple net. The first month's rent shall be prorated based on the following: 1) total monthly rent divided by the days in the month 2) calculating the number of days left in the month by the date of occupancy to the remaining days in that month 3) Multiplying the daily amount by the total number of days remaining in the month. The annual rental rate shall be adjusted per the terms of the Lease Agreement.
5. **Tenant's Improvements:** Landlord shall grant Tenant an improvement allowance of eighty six thousand two hundred eighty dollars (\$86,280.00) for the Premises. This allowance shall be used for the painting of the interior office walls, carpeting the area, minor wall removal and replacement and associated work, and Tenant "Security Enhancements". The improvement allowance shall be paid to Tenant upon Tenant furnishing invoices and lien releases to Landlord that evidences job completion and full payment of these improvements.
Security Enhancements:
-Install a section of fencing at the northwest corner of the building and one at the southeast corner of the building with a door through each end that would allow individuals to leave in the case of the fire. (location identified on attached Exhibit 2)

- Tinting or provide shading for such exterior windows and doors as Tenant may select that will still allow light to come in but will prevent people from seeing in.
- Install panic buttons at the front desk that would alert staff throughout the building first and second floors of an emergency.
- Replace office doors that automatically shut with doors that do not have this feature.

6. **Landlord's Improvements:** Landlord shall complete the following improvements/repairs within forty-five (45) days of mutual execution of this Amendment:

- Replace the two (2) doors on the first floor that lead directly to the lobby with higher quality doors that are sound proof, final door quality to be at Landlord's reasonable discretion.
- Ensure the lighting is functioning on all exterior sides of the building.
- Remove the overgrown bushes that surround the building and that line Northeast Columbia Blvd. and Northeast 21st Ave.

7. **First Right of Refusal:** Tenant shall have the First Right of Refusal to lease additional office space under mutually acceptable terms and conditions to Landlord and Tenant. If Landlord receives a bona fide offer to lease office space, the Landlord shall give written notice to Tenant evidencing the offer, and Tenant shall have fifteen (15) business days to respond in writing and agree to terms acceptable to all parties.

8. **Future Land Use Cooperation:** Landlord acknowledges that Tenant intends to pursue regulatory land use actions for the Premises. Landlord shall reasonably cooperate with Tenant with respect to any proposed land use actions provided that such actions, if any, are for uses permitted under the Lease. Tenant shall bear all costs for such actions. Tenant will promptly notify Landlord of any proposed land use action prior to filing.

9. **Tenant's Termination Right:** The existing Paragraph 2.1 shall be deleted in its entirety and replaced with the following:

2.1 Tenant's Termination Right: Tenant's obligations under Paragraph 1.b notwithstanding, if Tenant's use of the Premises for parole and probation counseling is at any time during the Term of the Lease ruled, legislated, or otherwise found to be illegal for the Premises, despite Tenant's commercially reasonable efforts to seek the necessary approvals, then Tenant shall have the right to terminate this Lease strictly in accordance with, and subject to, the terms and conditions contained in this Paragraph 2.1 ("Tenant's Termination Right"). Tenant shall exercise Tenant's Termination Right, if at all, by giving notice thereof to Landlord (the "Termination Notice"), together with documents showing that Tenant's use of the Premises for parole and probation counseling has been determined to be illegal, and the payment to Landlord of 1) all unamortized Tenant Improvement allowance expenses paid by Landlord under paragraph 5 above and 2) Landlord's real estate brokerage fees related to the period between the Termination Date and September 30, 2015, prorated for partial years, based on the schedule attached as Exhibit 1. Such notice must be received by Landlord not less than one hundred twenty (120) days prior to the date Tenant desires to terminate this Lease (the "Termination Date") which date shall be specified in the Termination Notice. All obligations under this Lease shall continue up to and including the Termination Date, provided that, if as a result of the determination that Tenant's use of the Premises for parole and probation counseling is illegal, Tenant is prohibited from use and occupancy of the Premises for such use during such 120 day period, the provisions of paragraph 10c shall not apply. If not sooner

vacated, upon the Termination Date, Tenant shall surrender possession of the Premises and deliver the same to Landlord in the condition required under this Lease. This Termination right shall expire upon the expiration of this extension term (September 30, 2015), and there shall be no termination right during Tenant's Option to renew period.

EXCEPT AS SPECIFICALLY MODIFIED HEREIN, all terms and conditions of the original Lease and Amendment shall remain in full force and effect, except that with regard to any provision therein granting Tenant any right or privilege to renew or extend said lease; any provisions therein for alterations, repairs, or decorations; and any provisions granting free rent.

IN WITNESS THEREOF, the parties have executed this agreement the day and year first written above.

COLUMBIA WATUMULL, LLC

**MULTNOMAH COUNTY,
a Political Subdivision of the
State of Oregon**

By: _____

By: _____

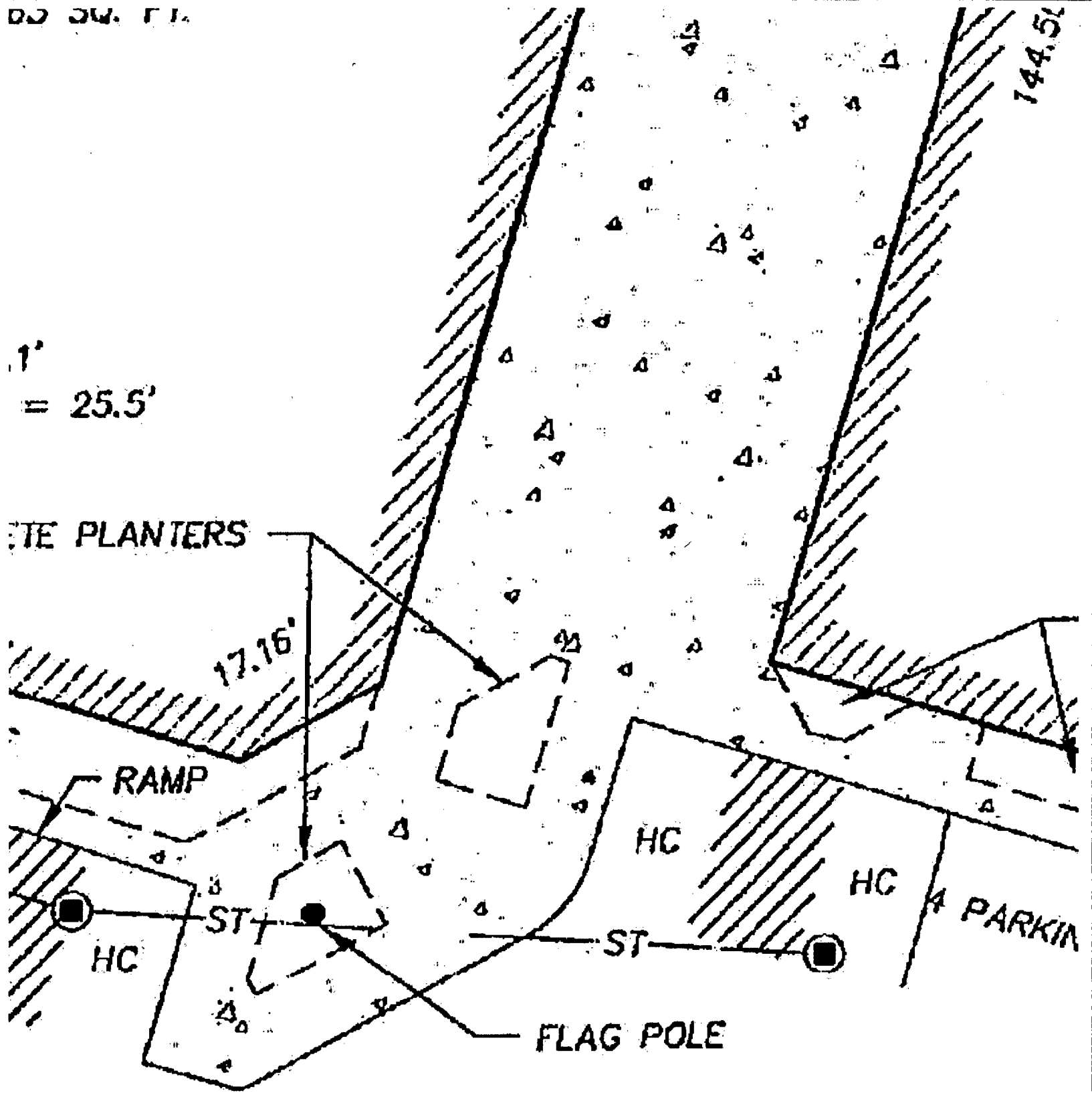
Its: _____

Its: _____

Dates	Monthly Rent	Term/ Months	Annual Rent	Fe
	\$0.00	0.0	\$0.00	0.0
	\$10,820.00	12.0	\$129,840.00	2.5
	\$10,820.00	12.0	\$129,840.00	2.5
	\$10,820.00	12.0	\$129,840.00	2.5
	\$10,820.00	12.0	\$129,840.00	2.5
	\$10,820.00	12.0	\$129,840.00	2.5
	\$10,820.00	12.0	\$129,840.00	1.2
	\$10,820.00	12.0	\$129,840.00	1.2
	\$0.00	0.0	\$0.00	0.0
	\$0.00	0.0	\$0.00	0.0
				0.0
		84.0	\$908,880.00	
	\$0.00	1.5	\$0.00	5.0
	\$18,694.00	10.5	\$196,287.00	5.0
	\$18,694.00	12.0	\$224,328.00	5.0
	\$18,694.00	12.0	\$224,328.00	5.0
	\$18,694.00	12.0	\$224,328.00	5.0
	\$18,694.00	12.0	\$224,328.00	5.0
	\$18,694.00	12.0	\$224,328.00	2.5
	\$18,694.00	12.0	\$224,328.00	2.5
		84.0	\$1,542,255.00	
	\$0.00	84.0	\$2,451,135.00	

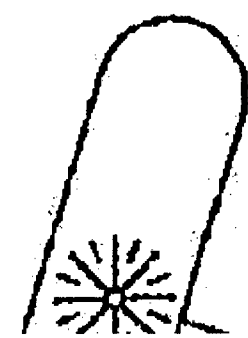
1' = 25.5'

ETE PLANTERS



ADDRESS: 2201-2207 NE
COLUMBIA BLVD.

NG STALLS



7 PARKING

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 08-136

Approving Third Amendment to Lease with Columbia Watumull, LLC, for Office Space at Columbia Pacific Plaza, 2205 NE Columbia Blvd., Portland, Oregon, and Authorizing County Chair to Execute Lease Amendments and Renewals

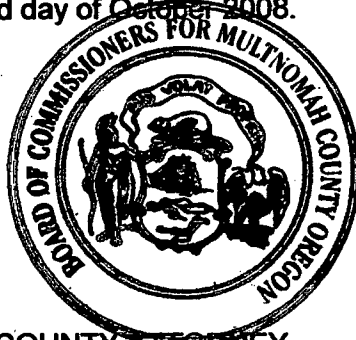
The Multnomah County Board of Commissioners Finds:

- a. Multnomah County has a lease with Columbia Watumull, LLC ("Watumull") for approximately 9,987 square feet of office space on the 1st floor of Columbia Pacific Plaza, 2205 NE Columbia Blvd., Portland, Oregon ("Property"). The current lease was entered into in 1999. Multnomah County has previously leased space in the Property for the Department of Community Justice ("DCJ") and the location has continuously served as a staff field office for conducting parole and probation counseling since 1986.
- b. Facilities and Property Management Division ("Facilities") has consulted with DCJ on their space needs and determined that an extension and expansion of the current space would be appropriate. Facilities has negotiated the attached Third Amendment to Lease with Watumull to achieve the extension and expansion of space at the Property to support the program needs of DCJ.
- c. It is in the best interests of the County to lease the Property on the terms and conditions set forth in the attached Third Amendment to Lease.

The Multnomah County Board of Commissioners Resolves:

1. The Board approves the lease extension and expansion of space at the Property and the County Chair is authorized to execute an agreement substantially conforming to the attached Third Amendment to Lease 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.
3. Facilities and DCJ are directed to develop a comprehensive strategy for establishing a permanent location for this DCJ field office, providing the Board with alternatives to any future option to extend or renew the lease.

ADOPTED this 2nd day of October, 2008.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

John S. Thomas, Deputy County Attorney

SUBMITTED BY:

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

THIRD AMENDMENT TO LEASE

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NOW THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereby mutually agree as follows:

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Security Enhancements:
 - Install a section of fencing at the northwest corner of the building and one at the southeast corner of the building with a door through each end that would allow individuals to leave in the case of the fire. (location identified on attached Exhibit 2)

- Tinting or provide shading for such exterior windows and doors as Tenant may select that will still allow light to come in but will prevent people from seeing in.
- Install panic buttons at the front desk that would alert staff throughout the building first and second floors of an emergency.
- Replace office doors that automatically shut with doors that do not have this feature.

6. **Landlord's Improvements:** Landlord shall complete the following improvements/repairs within forty-five (45) days of mutual execution of this Amendment:

- Replace the two (2) doors on the first floor that lead directly to the lobby with higher quality doors that are sound proof, final door quality to be at Landlord's reasonable discretion.
- Ensure the lighting is functioning on all exterior sides of the building.
- Remove the overgrown bushes that surround the building and that line Northeast Columbia Blvd. and Northeast 21st Ave.

7. **First Right of Refusal:** Tenant shall have the First Right of Refusal to lease additional office space under mutually acceptable terms and conditions to Landlord and Tenant. If Landlord receives a bona fide offer to lease office space, the Landlord shall give written notice to Tenant evidencing the offer, and Tenant shall have fifteen (15) business days to respond in writing and agree to terms acceptable to all parties.

8. **Future Land Use Cooperation:** Landlord acknowledges that Tenant intends to pursue regulatory land use actions for the Premises. Landlord shall reasonably cooperate with Tenant with respect to any proposed land use actions provided that such actions, if any, are for uses permitted under the Lease. Tenant shall bear all costs for such actions. Tenant will promptly notify Landlord of any proposed land use action prior to filing.

9. **Tenant's Termination Right:** The existing Paragraph 2.1 shall be deleted in its entirety and replaced with the following:

2.1 Tenant's Termination Right: Tenant's obligations under Paragraph 1.b notwithstanding, if Tenant's use of the Premises for parole and probation counseling is at any time during the Term of the Lease ruled, legislated, or otherwise found to be illegal for the Premises, despite Tenant's commercially reasonable efforts to seek the necessary approvals, then Tenant shall have the right to terminate this Lease strictly in accordance with, and subject to, the terms and conditions contained in this Paragraph 2.1 ("Tenant's Termination Right"). Tenant shall exercise Tenant's Termination Right, if at all, by giving notice thereof to Landlord (the "Termination Notice"), together with documents showing that Tenant's use of the Premises for parole and probation counseling has been determined to be illegal, and the payment to Landlord of 1) all unamortized Tenant Improvement allowance expenses paid by Landlord under paragraph 5 above and 2) Landlord's real estate brokerage fees related to the period between the Termination Date and September 30, 2015, prorated for partial years, based on the schedule attached as Exhibit 1. Such notice must be received by Landlord not less than one hundred twenty (120) days prior to the date Tenant desires to terminate this Lease (the "Termination Date") which date shall be specified in the Termination Notice. All obligations under this Lease shall continue up to and including the Termination Date, provided that, if as a result of the determination that Tenant's use of the Premises for parole and probation counseling is illegal, Tenant is prohibited from use and occupancy of the Premises for such use during such 120 day period, the provisions of paragraph 10c shall not apply. If not sooner

vacated, upon the Termination Date, Tenant shall surrender possession of the Premises and deliver the same to Landlord in the condition required under this Lease. This Termination right shall expire upon the expiration of this extension term (September 30, 2015), and there shall be no termination right during Tenant's Option to renew period.

EXCEPT AS SPECIFICALLY MODIFIED HEREIN, all terms and conditions of the original Lease and Amendment shall remain in full force and effect, except that with regard to any provision therein granting Tenant any right or privilege to renew or extend said lease; any provisions therein for alterations, repairs, or decorations; and any provisions granting free rent.

IN WITNESS THEREOF, the parties have executed this agreement the day and year first written above.

COLUMBIA WATUMULL, LLC

**MULTNOMAH COUNTY,
a Political Subdivision of the
State of Oregon**

By: _____

By: _____

Its: _____

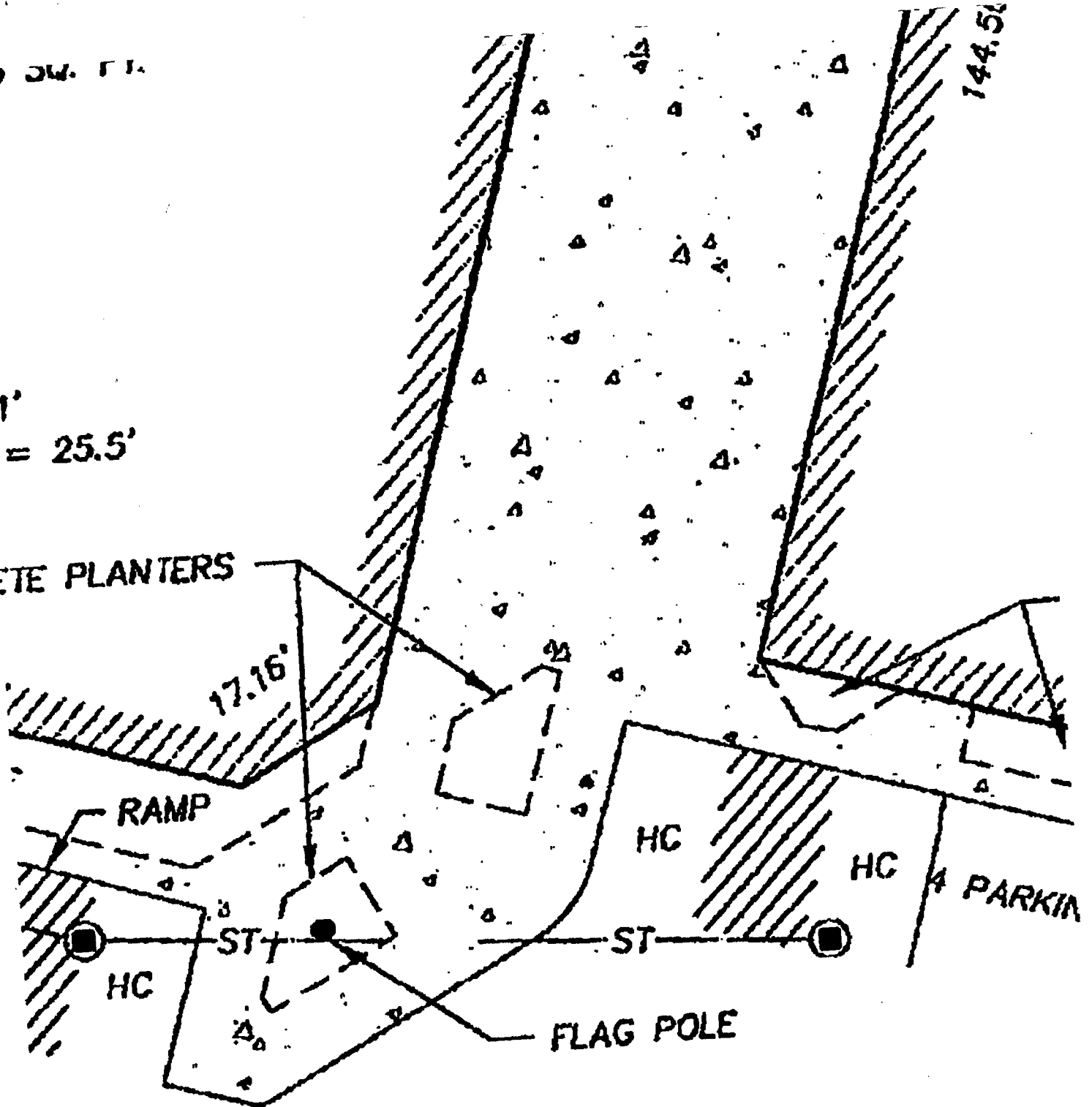
Its: _____

Dates	Monthly Rent	Term/ Months	Annual Rent	Fe
	\$0.00	0.0	\$0.00	0.0
	\$10,820.00	12.0	\$129,840.00	2.5
	\$10,820.00	12.0	\$129,840.00	2.5
	\$10,820.00	12.0	\$129,840.00	2.5
	\$10,820.00	12.0	\$129,840.00	2.5
	\$10,820.00	12.0	\$129,840.00	2.5
	\$10,820.00	12.0	\$129,840.00	1.2
	\$10,820.00	12.0	\$129,840.00	1.2
	\$0.00	0.0	\$0.00	0.0
	\$0.00	0.0	\$0.00	0.0
				0.0
		84.0	\$908,880.00	
	\$0.00	1.5	\$0.00	5.0
	\$18,694.00	10.5	\$196,287.00	5.0
	\$18,694.00	12.0	\$224,328.00	5.0
	\$18,694.00	12.0	\$224,328.00	5.0
	\$18,694.00	12.0	\$224,328.00	5.0
	\$18,694.00	12.0	\$224,328.00	5.0
	\$18,694.00	12.0	\$224,328.00	2.5
	\$18,694.00	12.0	\$224,328.00	2.5
		84.0	\$1,542,255.00	
	\$0.00	84.0	\$2,451,135.00	

DO 34. 11.

1' = 25.5'

ITE PLANTERS



ADDRESS: 2201-2207 NE
COLUMBIA BLVD.

ING STAIR



7 PARKING



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 10/02/08
Agenda Item #: R-7
Est. Start Time: 10:05 AM
Date Submitted: 09/08/08

Agenda Title: **Briefing on Domestic Violence and PROCLAMATION Proclaiming the Month of October 2008 Domestic Violence Awareness 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: October 2, 2008 Amount of Time Needed: 45 minutes
Department: Non-Departmental Division: Commissioner Lisa Naito
Contact(s): Carol Wessinger
Phone: 503-988-5217 Ext. 85217 I/O Address: 503/600
Presenter(s): Commissioner Naito, Chiquita Rollins, Judge Maureen McKnight and Others

General Information

1. What action are you requesting from the Board?

Board briefing on Domestic Violence and Approval of Proclamation relating to Domestic Violence Awareness 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.

Domestic Violence Awareness Month is a reminder call to police, prosecutors, domestic violence advocates, courts and all the citizens of our community that domestic violence is a crime in Oregon and it is everyone's responsibility to help address this tragic problem. In particular, we want to highlight the activities and successes of the County Domestic Violence Fatality Review Team and to focus on the impact of domestic violence on children.

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

None

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

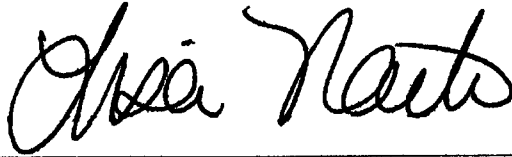
None

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

Proclamation asks everyone in the community to recognize that domestic violence has no place in our society, and we have a moral obligation to help prevent it.

Required Signature

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

A handwritten signature in black ink, appearing to read "Lisa Nault", written over a horizontal line.

Date: 09/08/08

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. _____

Proclaiming the Month of October 2008 Domestic Violence Awareness Month in Multnomah County, Oregon

The Multnomah County Board of Commissioners Finds:

- a. Domestic violence is a crime that traumatizes victims, endangers children, harms families and threatens our community.
- b. In Multnomah County, domestic violence is one of the most significant contributors to homicides; in order to reduce this problem, the County has instituted a Domestic Violence Fatality Review Team.
- c. Children who are subjected to domestic violence too often grow up to inflict violence on others, creating a cycle of violence that must be stopped.
- d. All people should be able to live and work free from domestic violence or the threat of violence.
- e. Multnomah County is committed to addressing domestic violence and helping those who have been victimized to reclaim their dignity and their lives. In 2000, Multnomah County established a policy to reduce domestic violence and resolved to develop effective and integrated responses to domestic violence, to provide funding for domestic violence services, and to work with community organizations to enhance community-wide responses to domestic violence. (Resolution No. 00-149).
- f. Multnomah County and the Domestic Violence Coordinator's Office are proud to partner with community organizations such as Bradley-Angle House, Portland Women's Crisis Line, Raphael House, Salvation Army West Women's & Children's Shelter, Volunteers of America Home Free, YWCA Yolanda House, Catholic Charities, SEI, Russian Oregon Social Services, in providing hope and healing to victims and are helping send the message to perpetrators that domestic violence is not acceptable in our community.
- g. Multnomah County also recognizes the commitment of the District Attorney's Office (prosecution), the Family Court and Domestic Violence Court, the Department of Community Justice (probation supervision), the Sheriff's Office

(restraining order service, law enforcement, and corrections), Aging and Disability Services (adult protective services), and the Department of County Human Services have made to address this tragic problem and to help those who have been victimized.

The Multnomah County Board of Commissioners Proclaims:

The month of October 2008 to be Domestic Violence Awareness Month in Multnomah County, Oregon, thus underscoring our commitment to bringing an end to violence in the home. In so doing, we recognize that domestic violence has no place in our society, and we have a moral obligation to help prevent it.

ADOPTED this 2nd day of October, 2008.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, County Chair

Maria Rojo de Steffey,
Commissioner District 1

Jeff Cogen,
Commissioner District 2

Lisa Naito,
Commissioner District 3

Lonnie Roberts,
Commissioner District 4

SUBMITTED BY:
Lisa Naito, Multnomah County Commissioner

Domestic Violence Homicides in Multnomah County 2004-2006 Report and Recommendations



December 31, 2007

**Prepared for and approved for release by the
Multnomah County Domestic Violence Fatality Review Team**

**For more information, contact
Chiquita Rollins
Multnomah County Domestic Violence Coordinator's Office
421 SW Oak St, Suite 630
Portland, OR 97204
503-988-4112
Chiquita.m.rollins@co.multnomah.or.us**

Table of Contents

I.	Domestic Violence Fatalities	3
II.	Domestic Violence Fatality Review Team (DVFRT)	4
III.	Multnomah County Domestic Violence-Related Fatalities	5
IV.	Recommendations from 2006/07 Reviews	7
A.	Public Awareness and Education.....	7
1.	Improve ability to recognize high-risk domestic violence perpetrators.....	7
2.	Communicate options to all domestic violence victims.	7
3.	Educate the general public.	7
4.	Increase violence prevention for youth.....	7
5.	Education at the workplace.....	8
6.	Outreach to potential victims.	8
B.	System Improvements.....	8
1.	Improve connections between community advocacy and formal systems.	8
2.	Improve knowledge in legal & judicial systems about domestic violence, services available and referral options.....	8
3.	Increase the capacity of hospital staff to respond effectively on-site to victims of domestic violence.....	9
4.	Improve connections among law enforcement agencies.	9
5.	Improve services for domestic violence victims who have contact with the Courts, including Community Courts and Drug Courts.	10
6.	Reduce gun availability.....	10
7.	Improve pet care options for victims.	10
Appendix A – Oregon Revised Statutes		11
Appendix B – Review Process.....		14
Appendix C – Domestic Violence Fatality Review Team Members.....		15

Multnomah County Domestic Violence Fatality Review Team Report and Recommendations

November 5, 2007

The mission of the Multnomah County Domestic Violence Fatality Review Team and Process is to improve our community's response to domestic violence and to reduce the number of fatalities related to domestic violence.

This report provides information about domestic violence homicides over the past three years, the fatality review process, and recommendations resulting from in-depth review of a sample of fatalities. The recommendations are intended to provide the community with information on how we can better intervene in high risk domestic violence cases.

The Family Violence Coordinating Council extends thanks to friends, co-workers, family members and organizations that provided information for each review, making this detailed examination possible, and enriching the Team's understanding of how we can work together to prevent such sad and tragic outcomes in the future.

I. Domestic Violence Fatalities

Domestic violence remains one of the greatest risks to life and safety in Multnomah County. In the past three years (2004-2006), 32 people died in 28 domestic violence-related incidents. In 2006, domestic violence homicides accounted for 30% of all murders in the county, and half of all murders of women. In that year, domestic violence was the single largest cause of homicide.

Domestic violence-related homicides for 2004 through 2006 are listed on the following pages. The 30 deaths included one incident in which a mother and her two children were killed, four cases where a person killed another in a DV-related incident and then committed suicide.

- ❖ The victims ranged in age from 5 to 66 years old; the perpetrators were 22 to 63 years old.
- ❖ Sixteen men/boys and 13 women/girls were killed.
- ❖ Eighteen of the perpetrators were male and two were female.
- ❖ Ten of the victims were former or current wives or girl-friends.
- ❖ Five victims were other family members (sister, father, brother-in-law, brother), and three were the children or parent of the girl-friend who was also killed.

Perpetrators used a variety of weapons: eight used firearms, five stabbed the victim, three used hands, feet or a blunt instrument, two strangled the victim and one burned the victim. All of the murder-suicides were accomplished with a firearm.

II. Domestic Violence Fatality Review Team (DVFRT)

The DVFRT is authorized by the Legislature (ORS 418.712 through 418.718, Appendix A). To a large extent, membership of the DVFRT is determined by statute, and includes: domestic violence victim services, medical personnel, county health department staff, the District Attorney's Office, Gresham Police, Portland Police, Legal Aid Services of Oregon, Oregon Department of Human Services, Department of Community Justice, Multnomah County Sheriff's Office, Judge, court administrator, batterer intervention program, the medical examiner, Department of County Human Services, and the Multnomah County Family Violence Coordinating Council and the Local Public Safety Coordinating Council.

The Multnomah County DVFRT initiated a process to review local domestic violence fatalities in fall of 2006. The purpose of these multidisciplinary reviews is to examine the events leading to a particular domestic violence fatality, with a goal of learning how a fatality could have been prevented in similar cases in the future. The DVFRT followed protocols developed and approved in May of 2006, and amended in May 2006 that met the standards of the Oregon Revised Statutes passed in 2005. These statutes authorized and set standards for domestic violence fatality reviews and protected the confidentiality of participants in the reviews. Appendix B provides the time line for the reviews of the two homicides that were conducted to develop the following recommendations.

The fatality review process is organized by the Multnomah County Family Violence Coordinating Council (FVCC) staff and the Public Safety Coordinating Council. This process is based on the willing participation and open dialogue among members of diverse agencies, including law enforcement, criminal justice, medical and human services, as well as domestic violence advocates. Participating agencies and their representatives are all committed to reviewing the facts of each case, and learning from these tragedies to improve the response to domestic violence by established systems and by the community. The respectful manner of all members participating in this difficult process has facilitated finding opportunities to make progress. Deep thanks are also given to all the family members, friends and coworkers who provided information for the review process.

The Team will convene in 2007 and 2008 to review two more homicides and to track the implementation of recommendations contained in this report.

III. Multnomah County Domestic Violence-Related Fatalities 2004-2006

2004

Bill Hartse, 41, January, Corbett, was shot and killed by his ex-girl-friend, Vicky Kavanagh, who then shot herself.

Linda Bullock, 50, January, Portland, was shot by her husband, David Bullock, 54, who then shot himself after the shooting. Linda survived the incident.

Jose Angel Padilla, 22, January, Portland, was killed by Portland police when he threatened to kill his girlfriend he was holding at knifepoint. Padilla had a history of domestic violence.

Deborah Spriggins, 52, May, Portland, was killed by her boyfriend Matthew Roy Greer Jr., 52. She died of blunt force head trauma.

Letitia Bracamontes Rodrigues, 31, June, Portland, was found dead in her apartment. She had been stabbed multiple times. Police have identified her boyfriend, as a suspect, but believe he has left the area.

Kim, Hun, 57, June, Gresham, was stabbed to death by brother-in law Dong Ok Suh, 45. He was found guilty but insane.

Julia Wilson, 47, and Shirley Wilson (Julia's mother), 66, December, Portland, were killed by Mark A. Litkie. Julia Wilson died of 14 stab wounds, and her mother was burned alive. Police say Litkie killed his ex-girlfriend when he learned through an e-mail she received that she planned to travel to California to visit a childhood sweetheart.

2005

Diane McGrail, 46, February, Portland, was strangled to death by her brother, Paul Miller Guenther, 44. She died of asphyxiation from ligature strangulation.

Ronald Riebling, JR, 40, March, Portland, was killed by a Portland Police Officer after a 3-hour standoff in which he held his ex-girlfriend's children hostage.

Derriel James Johnson, 52, April, Portland, was killed by his sister, Gloria Johnson, 47. He died of two gunshot wounds to the chest. Police suspect the shooting was the result of an ongoing dispute.

Duane H. Chandler, 33, April, Gresham, was killed by Mitch Schoonover, 22. He died of an assault rifle shot to the face. Chandler was helping Schoonover's girlfriend move her belongings from the home she shared with Schoonover.

Kim Visathep, 40, May, Portland, was shot and killed by her husband, Victor Seth Chayanam, 54, who then committed suicide. The couple was going through a divorce.

Gabriel Thomas Gefre, Jr., 50, July, Portland, died from a blow to the head. His son punched Gefre who fell during an argument. The Multnomah County district attorney's office chose not to file charges against the son because he was acting in self defense.

Stacey Lynn Shapleigh, 40, July, Portland, was shot by her husband, Robert Charles Mikus, 43, who then killed himself.

Jessica Nicole Koon, 24, July, Gresham, was beaten to death by her boyfriend Christopher J. Jones, 23.

Ismael Santos, 33, October, Portland, was found inside a residence in SW Portland with a stab wound to the chest. Police issued an arrest warrant for Santo's brother-in-law, Juan Marcelo Joaquin, 40. Police said that jealousy between family members played a role in the stabbing.

2006

Jennifer Crawford, 34, February, Portland, was shot by her husband Gary Crawford, 48, who then committed suicide.

Soupaphane Homsombath, 24, and two children, 6 and 8 years old, March, Portland, were killed by her boyfriend Somkhith Soulinho, 31, who was the younger brother of Soupaphane's ex-husband. Somkhith shot his girlfriend and her son, stabbed her five-year-old daughter and shot himself.

Claudia Rhone, 54, May, Portland, was stabbed to death by her ex-boyfriend, Gilberto Pedroso, 63.

Jerry Lloyd Goins, 37, July, Portland, shot himself during police intervention outside his girlfriend's office.

Timothy Gripp, 36, July, Portland, was killed by his domestic partner, Jeff Rodgers, 50.

Susan Kuhnhausen, 51, September, Portland, killed Edward Dalton Haffey, 59, who had been hired to kill her by her estranged husband, Michael Kuhnhausen, 58. He has pled guilty and sentenced to 10 years

IV. Recommendations from 2006/07 Reviews

The Oregon Statute sets limit on the information that can be released following a review: only recommendations can be publicly distributed. The following list of recommendations does not fully encompass the learning and discussions held at the review meetings, nor the dire circumstances of the victims of these homicides. Yet, each of the recommendations addresses a strategy identified in a review to prevent future fatalities in our community.

Recommendations are presented in two areas: public awareness and education; and system improvements. Clearly there is overlap in some of these arenas.

A. Public Awareness and Education

In each of the cases we reviewed, the victim had contact with friends, family members, co-workers or others who were aware of the abuse prior to the fatality. The following recommendations are intended to increase the possibility that community members will be able to identify and more appropriately respond to domestic violence.

1. Improve ability to recognize high-risk domestic violence perpetrators.

- Develop an information campaign about the risk factors that indicate a high potential for lethal violence, what actions victims, family, friends or co-workers can take when these indicators are present, and resources available. Information should be distributed to a variety of individuals and organizations that have contact with victims: churches, attorneys, health workers, mental health workers, employers, or schools.

2. Communicate options to all domestic violence victims.

- Develop a flyer or card to give information and referrals to a domestic violence victim when police respond to a call, even if there is no arrest or follow-up. The flyer or card should include information about what is abuse, resources available and how to access those resources, and potential next steps that the criminal justice system might take to assist in providing safety for the victim.

3. Educate the general public.

- Increase the efforts of the Family Violence Coordinating Council Speakers' Bureau and victim advocacy organizations to provide information to community or civic groups, businesses and others.

4. Increase violence prevention for youth.

- Develop and implement an inter-personal violence education and prevention curriculum for youth in schools. Address issues that affect youth directly: bullying, controlling or jealous behavior, and coercive versus equal relationships and safety planning.

- Encourage school-based health clinics, SUN schools and other services for school-aged children, to focus more on prevention of dating and relationship violence in schools, beginning in middle school. Develop a process for referring youth who show signs of abuse to appropriate resources.

5. Education at the workplace.

- Encourage domestic violence training at the workplace, specifically about how to ask if a co-worker needs help, what resources are available for victims and how to develop a safety plan. Utilize and expand existing resources, such as the Multnomah County web-based training and training already being done by domestic violence victim services providers, including the FVCC.

6. Outreach to potential victims.

- Seek funding for in-home follow-up for people released from jail who are suspected of being domestic violence victims, e.g. a system similar to the Adapt Nurse program that visits pregnant inmates after release.
- Explore links to non-traditional reporters for leads on potential victims of domestic violence (like the "Gatekeepers" program for elders), and provide outreach to those identified.
- Improve the ability of the medical community to assess for and link potential domestic violence victims with services while still in the medical setting.

B. System Improvements

In addition to providing the public with information and resources for response, the Team also identified ways in which the domestic violence response system (criminal justice, victim services, health care and others) could make improvements. Most of the following recommendations were suggested by and identified as doable by the agency that would be responsible for implementing them.

1. Improve connections between community advocacy and formal systems.

- Improve communication, cooperation and cross-training between victim advocates and the criminal justice system. Increase resources so that victim services agencies have the capacity to respond to referrals from criminal justice agencies.

2. Improve knowledge in legal & judicial systems about domestic violence, services available and referral options.

- Provide education, technical assistance and training for all in the criminal justice system who may have contact with victims of

domestic violence, so that individuals have the knowledge and resources to link victims with victim services agencies or other appropriate resources. The Team prioritized training that qualifies for Continuing Legal Education (CLE) for civil and criminal attorneys so that more attorneys know the resources available for clients and victims.

3. Increase the capacity of hospital staff to respond effectively on-site to victims of domestic violence.

- Increase the capacity of hospital staff to respond effectively on-site to victims of domestic violence. Develop a mechanism so that hospital staff have access to the Restraining Order (RO) database (LEDS). Train hospital staff to research the database in cases of suspected domestic violence, to assist them to develop safety plans with the victims, report violations of restraining orders, assure safety of health care workers on-site and connect the victim to the hospital social worker, needed legal services or other victim advocacy services while the victim is still on-site.
- Train health care workers on predictors of DV homicide/fatalities, and strategies to prevent a fatal outcome.
- Reinvigorate Health Care Systems United, which includes the County Health Department, local health providers and DV agencies, to examine how health systems can better help DV victims. Seek funds for staffing.

4. Improve connections among law enforcement agencies.

- Fund a Regional Domestic Violence Response Team (RDVRT) program to develop protocols and appropriate inter-agency agreements to assure seamless enforcement of laws and other batterer accountability strategies across county and state lines.
- Advocate for a Criminal Justice Information System (CJIS) so agencies can better share information across systems, regardless of the jurisdiction.
- Work with the Oregon Association of Community Corrections Directors (AOCCD) to create a workgroup on DV offender supervision that would develop statewide policy on training, risk assessment and communication; include victim advocates on this workgroup.
- Support aggressive warrant enforcement for priority high-risk cases, and track results of this effort.
- Improve inter-county and inter-state communication on DV cases. Develop interagency agreements to help facilitate the sharing of documents and other information between jurisdictions.

5. Improve services for domestic violence victims who have contact with the Courts, including Community Courts and Drug Courts.

- Convene a process to look for a new way to provide prevention and intervention to victims who are charged with misdemeanor level crimes dealt with by the Courts, especially prostitution.
- Provide further education to Deputy DA's, defense bar and community corrections officers (probation/parole) in the region about the link between drug use, prostitution and domestic violence. Develop mechanisms for linking drug abusers or prostitutes who are also victims of domestic violence to services.
- Assure that Court judicial officers, referees and other staff have training on domestic violence, and regularly updated information on services available for DV victims and where to make referrals.

6. Reduce gun availability.

- Better utilize existing state and federal laws that limit gun access to convicted domestic violence offenders and restraining order respondents, in order to reduce availability of handguns in DV households, and thus reduce the likelihood that the gun will be used for a homicide.

7. Improve pet care options for victims.

- Work with Humane Society and Multnomah County Animal Control to develop a pet care program, and to advertise those in existence locally, so that pet care is available to assist victims in leaving dangerous situations.

For additional information about the DVFRT process and resources available in Multnomah County, contact:

Chiquita Rollins
Multnomah County Domestic Violence Coordinator
421 SW Oak, Suite 630
Portland, OR 97204
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<http://www.co.multnomah.or.us/dchs/dv/>

Appendix A – Oregon Revised Statutes

DOMESTIC VIOLENCE FATALITY REVIEW TEAMS

418.712 Definitions for ORS 418.714 and 418.718. As used in ORS 418.714 and 418.718, “domestic violence fatality” means a fatality in which:

- (1) The deceased was the victim of a homicide committed by a current or former spouse, fiancé, fiancée or dating partner;
- (2) The deceased was the victim of a suicide and there is evidence that the suicide is related to previous domestic violence;
- (3) The deceased was the perpetrator of the homicide of a current or former spouse, fiancé, fiancée or dating partner and the perpetrator also died in the course of the domestic violence incident;
- (4) The deceased was a child who died in the course of a domestic violence incident in which either a parent of the child or the perpetrator also died;
- (5) The deceased was a current or former spouse, fiancé, fiancée or dating partner of the current or former spouse, fiancé, fiancée or dating partner of the perpetrator; or
- (6) The deceased was a person 18 years of age or older not otherwise described in this section and was the victim of a homicide related to domestic violence. [2005 c.547 §1]

Note: 418.712 to 418.718 were enacted into law by the Legislative Assembly but were not added to or made a part of ORS chapter 418 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

418.714 Domestic violence fatality review teams. (1) A local domestic violence coordinating council recognized by the local public safety coordinating council or by the governing body of the county may establish a multidisciplinary domestic violence fatality review team to assist local organizations and agencies in identifying and reviewing domestic violence fatalities. When no local domestic violence coordinating council exists, a similar interdisciplinary group may establish the fatality review team.

- (2) The purpose of a fatality review team is to review domestic violence fatalities and make recommendations to prevent domestic violence fatalities by:
 - (a) Improving communication between public and private organizations and agencies;
 - (b) Determining the number of domestic violence fatalities occurring in the team’s county and the factors associated with those fatalities;
 - (c) Identifying ways in which community response might have intervened to prevent a fatality;
 - (d) Providing accurate information about domestic violence to the community; and
 - (e) Generating recommendations for improving community response to and prevention of domestic violence.
- (3) A fatality review team shall include but is not limited to the following members, if available:
 - (a) Domestic violence program service staff or other advocates for battered women;
 - (b) Medical personnel with expertise in the field of domestic violence;
 - (c) Local health department staff;
 - (d) The local district attorney or the district attorney’s designees;

- (e) Law enforcement personnel;
 - (f) Civil legal services attorneys;
 - (g) Protective services workers;
 - (h) Community corrections professionals;
 - (i) Judges, court administrators or their representatives;
 - (j) Perpetrator treatment providers;
 - (k) A survivor of domestic violence; and
 - (l) Medical examiners or other experts in the field of forensic pathology.
- (4) Other individuals may, with the unanimous consent of the team, be included in a fatality review team on an ad hoc basis. The team, by unanimous consent, may decide the extent to which the individual may participate as a full member of the team for a particular review.
- (5) Upon formation and before reviewing its first case, a fatality review team shall adopt a written protocol for review of domestic violence fatalities. The protocol must be designed to facilitate communication among organizations and agencies involved in domestic violence cases so that incidents of domestic violence and domestic violence fatalities are identified and prevented. The protocol shall define procedures for case review and preservation of confidentiality, and shall identify team members.
- (6) Consistent with recommendations provided by the statewide interdisciplinary team under ORS 418.718, a local fatality review team shall provide the statewide team with information regarding domestic violence fatalities.
- (7) To ensure consistent and uniform results, fatality review teams may collect and summarize data to show the statistical occurrence of domestic violence fatalities in the team's county.
- (8) Each organization or agency represented on a fatality review team may share with other members of the team information concerning the victim who is the subject of the review. Any information shared between team members is confidential.
- (9) An individual who is a member of an organization or agency that is represented on a fatality review team is not required to disclose information. The intent of this section and ORS 418.718 is to allow the voluntary disclosure of information.
- (10) An oral or written communication or a document related to a domestic violence fatality review that is shared within or produced by a fatality review team is confidential, not subject to disclosure and not discoverable by a third party. An oral or written communication or a document provided by a third party to a fatality review team is confidential, not subject to disclosure and not discoverable by a third party. All information and records acquired by a team in the exercise of its duties are confidential and may be disclosed only as necessary to carry out the purposes of the fatality review. However, recommendations of a team upon the completion of a review may be disclosed without personal identifiers at the discretion of two-thirds of the members of the team.
- (11) Information, documents and records otherwise available from other sources are not immune from discovery or introduction into evidence solely because the information, documents or records were presented to or reviewed by a fatality review team.
- (12) ORS 192.610 to 192.690 do not apply to meetings of a fatality review team.

(13) Each fatality review team shall develop written agreements signed by member organizations and agencies that specify the organizations' and agencies' understanding of and agreement with the principles outlined in this section. [2005 c.547 §2]

Note: See note under 418.712.

418.715 [1961 c.621 §§2,5; repealed by 1989 c.786 §13]

418.718 Statewide team. (1) The Department of Human Services may form a statewide interdisciplinary team to meet twice a year to review domestic violence fatality cases, identify domestic violence trends, make recommendations and take actions involving statewide issues.

(2) The statewide interdisciplinary team may recommend specific cases to a local multidisciplinary domestic violence fatality review team for review under ORS 418.714.

(3) The statewide interdisciplinary team shall provide recommendations to local fatality review teams in the development of protocols. The recommendations must be designed to facilitate communication among organizations and agencies involved in domestic violence fatality cases so that incidents of domestic violence and fatalities related to domestic violence are identified and prevented. The recommendations must include procedures relevant for both urban and rural counties. [2005 c.547 §3]

Appendix B – Review Process

The two reviews conducted in 2006-07 followed the following process:

- In May, 2006, the Team met, approved protocols and identified the first fatality to review. The list of potential cases was provided by the Multnomah County Family Violence Coordinating Council (FVCC) staff and the DA's Office.
- From June through August, staff to the FVCC gathered information relating to the case that was chosen for the first review, including case files and interviews with family, friends or co-workers of the deceased and the perpetrator.
- In September 2006, the Team met and reviewed the information gathered, developed a timeline of the relationship and of the events prior to the fatality, and, based on the information presented, generate a list of recommended steps that could be taken to prevent future homicides.
- In November 2006, the Team met again and prioritized those recommendations, based on two criteria: what steps appeared to have the most potential to improve the outcome for victims in similar situations (i.e., most likely to save a victim's life) and which were most doable given available resources.
- In June 2007, the Team met twice to review a second case based on case file information and interviews with family, friends or co-workers. The Team generated a timeline of the relationship and of the events prior to the fatality, developed a list of recommendations, and discussed strategies/leadership for potential implementation.
- *In September 2007, the Team met to review a final version of recommendations for both cases and this report, and voted to (release/ not release the recommendations).*

Appendix C – Domestic Violence Fatality Review Team Members

Convened by:

The Honorable Dale Koch, Presiding Judge Multnomah County Circuit Court
Commissioner Lisa Naito, Chair, Multnomah County Public Safety Coordinating Council, and
Chiquita Rollins, Multnomah County Domestic Violence Coordinator and staff to Multnomah
County Family Violence Coordinating Council

Team Meetings Facilitated by:

Kamala, Bremer

Team Member Organizations and Representatives:

Catholic Charities' El Programa Hispano - Project UNICA,

Gloria Wiggins,

Choices DVIP,

Christine Crowe,

Circuit Court,

The Honorable Jean Maurer, Judge

Tracey Cordes, Interim Court Administrator

Doug, Bray Court Administrator

Department of Community Justice,

Scott Taylor, Director

Carl Goodman

Jeremiah Stromberg

Desarrollo Integral de la Familia,

Rosemary Alston

Gresham Police Department,

Dale Cummins

Tony Cobb,

David Lerwick

Metropolitan Public Defenders,

Nathalie Darcy,

County Domestic Violence Coordinator' Office and staff to Multnomah County Family Violence

Coordinating Council

Joslyn Baker

Annie Neal

Multnomah County Attorney

Patrick Henry

Multnomah County District Attorney's Office

Helen Smith

Rod Underhill

Jeff Howes

Amy Holmes-Hehn

Multnomah County Health Department,

Julie Goodrich

Multnomah County Legal Aid,

Leslie Kay, Director

Julia Olsen

Multnomah County Public Safety Coordinating Council,

Judy Shiprack,

Carol Wessinger,

Multnomah County Sheriff Office,

Bernie Giusto, Sheriff

Tim Moore,

Bobbi Luna,

Monte Reiser,

Garr Nielsen,
Sean Christian,
Multnomah Department of County Human Services,
Joanne Fuller, Director
Karl Brimner,
Oregon Dept of Human Services,
Jennifer Bren, Child Welfare
Arlene Samuelson, Self-Sufficiency
Jean Fogarty, Child Welfare
Multnomah County Family Violence Coordinating Council
Christina Nicolaidis, MD, MPH
Oregon State Medical Examiner,
Karen Gunson,
Clifford Nelson,
Portland Police Bureau,
Roderick Beard, Assistant Chief
John Eckhart
Cliff Madison
Chris Uehara
Ed Brumfield
Bob Heimbach,
Bryan Steed
Larry Linne,
Matt Wagenknecht
Raphael House of Oregon,
Teri Lorenzen
Volunteers of America Home Free,
Kris Billhardt



Domestic Violence Response in Multnomah County

**Presentation to the Board of County
Commissioners
October 2, 2008**

Impact on Children

- ❑ Each year, as many as 14 million American children are exposed to domestic violence (DV).
- ❑ Nearly 13% of adults report childhood exposure.
- ❑ 83% of victims accessing a DV program locally report that their children witnessed the DV
- ❑ In incidents that police respond to, children are aware of violence in 80% of the incidents and directly observe it in 65% of the incidents.
- ❑ Children are not just passive observers, children have attempted to intervene in violent episodes -- made emergency calls, and/or attempt to intervene.

Caveats

- ❑ The majority of children exposed to DV do not have significant or long-term negative impacts.
- ❑ Services specifically for children exposed to DV are effective and available

Factors Impacting Children

- ❑ Seeing or hearing physical, sexual, or emotional violence or being forced to watch or participate in the violence;
- ❑ Observing injuries or property damage
- ❑ Other actions by the abuser
 - ❑ Ongoing manipulation, control, and coercion;
 - ❑ Authoritarian parenting, strict rules, harsh discipline, little warmth or empathy;
 - ❑ Modeling of unregulated negative emotions, disregard for women/partners;
 - ❑ Exposure to substance use or criminal behavior outside the home;
- ❑ Other major stressors: poverty, housing instability or homelessness;
- ❑ Physical or sexual child abuse.

Outcomes for Children Exposed to DV

- ❑ Mental health problems, such as anxiety, depression, aggression, and delinquency.
- ❑ Post-traumatic stress disorder.
- ❑ Lowered academic success, made worse in some cases by frequent shelter stays or moves.
- ❑ Reduced social skills and relationship problems, including Loneliness, conflict with friends.

Differential Response to Exposure

- ❑ DV-exposed children who also experience poverty, physical abuse, housing instability, or community violence more likely to have both short-term and long-term problems.
- ❑ DV that is more severe or lasts over a longer period of time is also likely to produce greater harm.

Interventions

- ❑ Specific effective DV-interventions are available
- ❑ Needs to be trauma-focused/informed
- ❑ Can occur at many junctures in the child's life (school, health care, mental health services, etc.)
- ❑ Focus on supporting the non-abusing parent to provide safety and to address the child's needs
- ❑ Support stable housing, economic well-being

Domestic Violence - High Risk

- ❑ **8,000 police crime reports, 4,000 arrests**
- ❑ **One-third of homicides**
- ❑ **Victims accessing a local DV program reported:**
 - ❑ **Strangulation** 61%
 - ❑ **Sexual abuse by partner** 54%
 - ❑ **Multiple forms of abuse** 93%
 - ❑ **Stalking by abusive partner** 63%
 - ❑ **Police contact re: DV** 81%

High Risk Indicators

- ❑ High likelihood of recidivism
 - ❑ Prior DV, prior arrest, early criminal justice involvement, stalking
- ❑ Indicators of severe or lethal violence
 - ❑ Increasing violence
 - ❑ Guns/use of weapons or access to guns
 - ❑ Death threats
 - ❑ Strangulation
 - ❑ Suicide Threats/attempts
 - ❑ Stalking

Domestic Violence Enhanced Response Team (DVERT)

- ❑ Collaborative response to high risk/high lethality cases
- ❑ Evidence-based assessment tools
- ❑ In 4 years, worked almost 500 of the most dangerous, difficult cases
 - ❑ Decreased recidivism of offenders
 - ❑ Increased satisfaction/trust of victims
 - ❑ Changes in practice and increased knowledge of professionals

Domestic Violence Fatality Review

- ❑ National best practice
- ❑ Authorizing legislation in 2005
- ❑ Established an agreed-upon protocol in 2006 with all member agencies
- ❑ First review in Multnomah County in 2006
- ❑ 3 deaths reviewed to date
- ❑ Report issued in December 2007
- ❑ Recommendations finalized October 1, 2008

Recommendations

- ❑ **Need for More Effective Response from People and Institutions when abuse was Suspected**
 - ❑ Educate the general public to recognize & respond to domestic violence.
 - ❑ Educate people at their workplace to recognize & respond to domestic violence.
 - ❑ Educate youth about how to recognize & respond to violence prevention.
 - ❑ Increase knowledge in Justice System about domestic violence, services and resources.
 - ❑ Increase the capacity of health and human service staff to recognize and respond to victims of domestic violence.

Recommendations (cont'd)

- **Need to Improve Communication Across Systems**

- Increase communication within and between Law Enforcement and Criminal Justice Systems
- Improve or increase communication between Advocates and the Criminal Justice system.
- Increase communication between Health Care and Domestic Violence services.
- Improve access to medical records to better support the DV Fatality Review process

Recommendations (cont'd)

- ❑ **Need to Enhance Ability to Identify and Track High-Risk Cases**
 - ❑ Improve ability of professionals to recognize and track high-risk domestic violence perpetrators.
 - ❑ Improve effective treatment of high-risk DV perpetrators.
- ❑ **Need for Improved Victim Access and connection to a Domestic Violence Service**
 - ❑ Improve access to up-to-date information for DV victims.
 - ❑ Communicate options to all domestic violence victims.

Recommendations (cont'd)

- ❑ **Need to Improve Information for Professionals to Assist them in Responding to a Specific Case**
 - ❑ Improve ability of professionals to obtain information about prior DV assaults to allow them to more effectively support the victim.
- ❑ **Need to Identify and Fill Gaps in Existing System that limited Ability to respond**
 - ❑ Improve identification and follow-up for suspected victims.
 - ❑ Remove barriers for victims to seek help.
 - ❑ Reduce perpetrators' access to weapons.



Next Steps

- ❑ Implement recommendations
- ❑ Write and distribute 2nd report of reviews, to include successful implementation of recommendations
- ❑ Track number and characteristics of DV-related deaths in Multnomah County
- ❑ Continue one-two reviews a year

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. 08-137

Proclaiming the Month of October 2008 Domestic Violence Awareness Month in Multnomah County, Oregon

The Multnomah County Board of Commissioners Finds:

- a. Domestic violence is a crime that traumatizes victims, endangers children, harms families and threatens our community.
- b. In Multnomah County, domestic violence is one of the most significant contributors to homicides; in order to reduce this problem, the County has instituted a Domestic Violence Fatality Review Team.
- c. Children who are subjected to domestic violence too often grow up to inflict violence on others, creating a cycle of violence that must be stopped.
- d. All people should be able to live and work free from domestic violence or the threat of violence.
- e. Multnomah County is committed to addressing domestic violence and helping those who have been victimized to reclaim their dignity and their lives. In 2000, Multnomah County established a policy to reduce domestic violence and resolved to develop effective and integrated responses to domestic violence, to provide funding for domestic violence services, and to work with community organizations to enhance community-wide responses to domestic violence. (Resolution No. 00-149).
- f. Multnomah County and the Domestic Violence Coordinator's Office are proud to partner with community organizations such as Bradley-Angle House, Portland Women's Crisis Line, Raphael House, Salvation Army West Women's & Children's Shelter, Volunteers of America Home Free, YWCA Yolanda House, Catholic Charities, SEI, Russian Oregon Social Services, in providing hope and healing to victims and are helping send the message to perpetrators that domestic violence is not acceptable in our community.
- g. Multnomah County also recognizes the commitment of the District Attorney's Office (prosecution), the Family Court and Domestic Violence Court, the Department of Community Justice (probation supervision), the Sheriff's Office

(restraining order service, law enforcement, and corrections), Aging and Disability Services (adult protective services), and the Department of County Human Services have made to address this tragic problem and to help those who have been victimized.

The Multnomah County Board of Commissioners Proclaims:

The month of October 2008 to be Domestic Violence Awareness Month in Multnomah County, Oregon, thus underscoring our commitment to bringing an end to violence in the home. In so doing, we recognize that domestic violence has no place in our society, and we have a moral obligation to help prevent it.

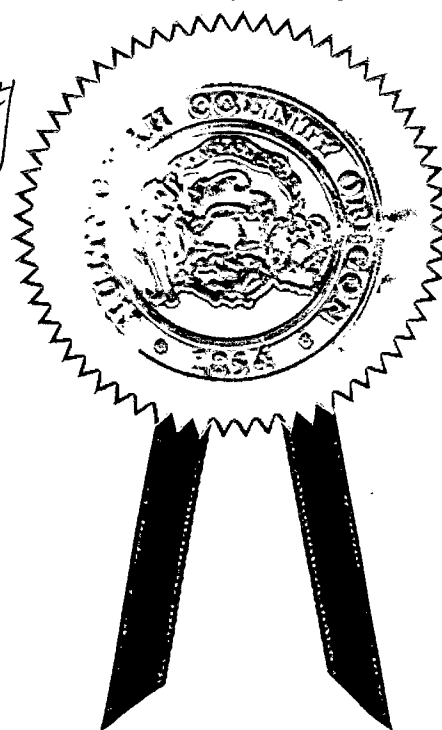
ADOPTED this 2nd day of October, 2008.

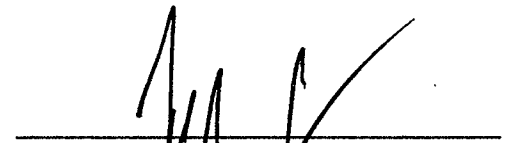
**BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

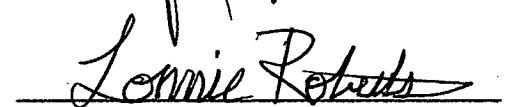

Ted Wheeler, County Chair


Maria Rojo de Steffey,
Commissioner District 1


Lisa Naito,
Commissioner District 3




Jeff Cogen,
Commissioner District 2


Lonnie Roberts,
Commissioner District 4

SUBMITTED BY:
Lisa Naito, Multnomah County Commissioner



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (revised 09/22/08)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-8 DATE 10-02-08
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 10/02/08
Agenda Item #: R-8
Est. Start Time: 10:05 AM
Date Submitted: 09/30/08

BUDGET MODIFICATION: DCJ - 07

BUDGET MODIFICATION DCJ-07 Requesting a General Fund Contingency
Agenda Transfer of \$205,000 to the Department of Community Justice for a Property
Title: Lease Renewal and Expansion at the Columbia Pacific Plaza

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

Requested Meeting Date:	<u>October 2nd, 2008</u>	Amount of Time Needed:	<u>5 mins</u>
Department:	<u>Dept. of Community Justice</u>	Division:	<u>Adult Services</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>Carl Goodman</u>		

General Information

1. What action are you requesting from the Board?

The Department of Community Justice (DCJ) requests approval of Budget Modification DCJ_07, transferring \$205,000 out of General Fund Contingency to fund the increased costs of renewing and expanding a lease for space at the Columbia Pacific Plaza.

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

The Department of Community Justice (DCJ) has leased 1st floor office space at the Columbia Pacific Plaza since 1986, as a staff field office for conducting parole and probation services. The current lease was entered into in 1999 and ends in 2008. The current year annualized cost for this lease addition is \$305,000; cost for October 1 through the end of fiscal year 2009 is \$205,000.

Facilities and Property Management and DCJ have conducted extensive research and determined that renewing and expanding the lease at the Columbia Pacific Plaza would be the option that would have the least disruption to clients and community, and also be the most cost effective.

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

Per Facilities Management, the renewal and expansion of the lease will result in an annual cost increase of \$305,000 plus CPI.

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

The County may pursue regulatory land use actions for these premises.

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

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?**
Internal service reimbursements from DCJ to the Facilities Management fund for increased lease costs.
- **What budgets are increased/decreased?**
General Fund contingency transfer of \$205,000 to DCJ.
DCJ service reimbursement for building management will transfer revenue to Facilities Fund.
- **What do the changes accomplish?**
Increases the DCJ appropriation to account for the increased cost of lease.
- **Do any personnel actions result from this budget modification? Explain.**
None.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**
Not applicable.
- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**
This increased cost will be ongoing to the general fund.
- **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?**
At the time that the Fiscal Year '09 budget was prepared, it was not yet determined whether the Department of Community Justice would relocate to another space, purchase the Columbia Pacific Plaza, or enter into a new lease for Columbia Pacific Plaza.
- **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
DCJ does not have an appropriation set aside for this purpose.
- **Why are no other department/agency fund sources available?**
All existing departmental resources are being used to cover the costs of running the programs.
- **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 annual increase in cost over prior years will be \$305,000 plus CPI adjustment. However, this

amount has been determined to be less than the annual lease costs at other locations and does not require the additional cost of relocation.

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

This request has not been made before.

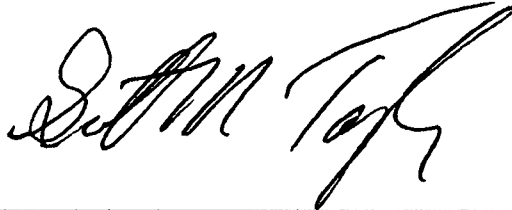
NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

ATTACHMENT B

BUDGET MODIFICATION: DCJ - 07

Required Signatures

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



Date: 09/30/08

Budget Analyst:



Date: 09/30/08

Department HR:

Date: _____

Countywide HR:

Date: _____

Budget Modification ID: **DCJ 07****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2009

Line No.	Fund Center	Fund Code	Program #	Func. Area	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
						Cost Center	WBS Element						
1	19	1000		0020		9500001000		60470		(205,000)	(205,000)		General Fund Contingency
2	50-10	1000		50		504101		60430	0	205,000	205,000		Intl Svcs Bldg Mgmt
3										0			
4	72-50	3505		0020		902575		50310		(205,000)	(205,000)		Intl Svc Reimbursement
5	72-50	3505		0020		902575		60170		205,000	205,000		Professional Services
6										0			
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											0	0	GRAND TOTAL



Department of County Management
MULTNOMAH COUNTY OREGON

Budget Office

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

TO: Board of County Commissioners

FROM: Julie Neburka, Principal Budget Analyst

DATE: September 29, 2008

SUBJECT: General Fund Contingency Request for \$205,000 to pay increased lease costs for Parole & Probation Office Space at the Columbia Pacific Plaza (Budget Modification DCJ-07).

The departments of Community Justice (DCJ) and County Management (DCM) request \$205,000 from the General Fund contingency to cover the FY 2009 costs of an amended lease with Columbia Watamull, LLC for space in the Columbia Pacific Plaza at 2205 NE Columbia Blvd. DCJ's North Parole & Probation office currently operates and will continue to operate several programs for adult offenders there, including its African-American program, Gang Supervision program, and its program for mentally ill offenders. The term of the new lease agreement runs through September, 2015, with one option to renew for an additional five years thereafter. The renewed agreement provides the County with an additional 17,250 square feet of space on the second floor of the building, and will cost approximately \$305,000 more per year than the expiring lease for the County's currently-occupied space in the building.

At present, the County does not need the additional space that the lease renewal affords. DCM-Facilities will continue to work through permitting issues related to this location, and in time is expected to find suitable uses for the second floor space. In the meantime, having avoided the troublesome and politically difficult task of re-locating a parole office is certainly of value to the County.

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. This request meets the Board's contingency criteria under #2, below, as the terms of the final lease agreement were unknown at the time that the budget was adopted.

General Fund contingency request criteria are below.

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