

**ANNOTATED MINUTES**

*Tuesday, May 26, 1992 - 9:30 AM  
Multnomah County Courthouse, Room 602*

**PLANNING ITEMS**

*Chair Gladys McCoy convened the meeting at 9:30 a.m., with Vice-Chair Sharron Kelley, Commissioners Pauline Anderson and Gary Hansen present, and Commissioner Rick Bauman arriving at 9:35 a.m.*

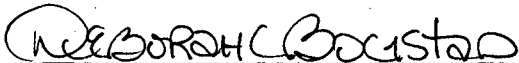
*The Following May 4, 1992 Decisions of the Planning and Zoning Hearings Officer are Reported to the Board of County Commissioners for Review and Request for Approval by Board Order:*

- P-1      CS 6-92 and  
          HV 8-92      *APPROVE, SUBJECT TO CONDITIONS, a Community Service Use Designation for the Audubon Society Center Accessory Uses; and*  
                          *APPROVE, SUBJECT TO CONDITIONS, a Variance for the Parking Area Placement, all for Property Located at 5151 NW CORNELL ROAD.*
- P-2      CU 7-92      *APPROVE, SUBJECT TO CONDITIONS, Development of a 2.07 Acre Lot of Record with a Non-Resource Related Single Family Dwelling in the MUF-19 Zone, for Property Located at 8575 SE RODLUN ROAD.*
- P-3      CU 14-90a      *APPROVE, SUBJECT TO CONDITIONS, a Request for Renewal of the Conditional Use Approval Granted on July 9, 1990 for a Non-Resource Related Single Family Dwelling on a 3.00 Acre Lot of Record in the EFU-38 Zone, for Property Located at 12485 NW SKYLINE BLVD.*

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED  
BY COMMISSIONER HANSEN, ITEMS P-1 THROUGH P-3  
WERE UNANIMOUSLY APPROVED.**

*There being no further business, the planning meeting was adjourned at 9:35 a.m.*

**OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON**

  
**Deborah L. Bogstad**

*Tuesday, May 26, 1992 - 9:40 AM  
Multnomah County Courthouse, Room 602*

**BOARD BRIEFINGS**

**AT THE REQUEST OF CHAIR McCOY, CHARLES CIECKO  
BRIEFED THE BOARD ON A DROWNING INCIDENT  
SUNDAY AFTERNOON AT OXBOW PARK, IN AN AREA**

**POSTED NO SWIMMING, AND RESPONDED TO BOARD QUESTIONS.**

- B-1**      *Discussion on the Executive Summary of the Metropolitan Greenspaces Master Plan and Potential Bond Measure Referral to Establish a Fund for the Acquisition of Greenspaces. Presented by Mel Huie, Charles Ciecko and R. Scott Pemble.*

**CHARLES CIECKO, MEL HUIE AND SCOTT PEMBLE PRESENTATION AND RESPONSE TO BOARD QUESTIONS. METRO DECISION REGARDING VOTER REFERRAL FOR NOVEMBER BALLOT TO BE MADE BY JULY 23, 1992. COMMISSIONER ANDERSON SUGGESTED THAT METRO PURSUE DEVELOPMENT OF A 40 MILE LOOP TRAIL. COUNTY STAFF DIRECTED TO LOOK INTO USE OF JUVENILE JUSTICE DIVISION CLIENT LABOR FOR PARK PROJECTS.**

- B-2**      *Briefing in the Matter of Revision of Multnomah County Adult Care Home Licensing Rules. Presented by Steve Balog.*

**JIM McCONNELL AND STEVE BALOG PRESENTATION AND RESPONSE TO BOARD QUESTIONS. STAFF ADVISED THAT 3 OR 4 PUBLIC HEARINGS WILL BE HELD AND ANY APPEALS WILL BE BROUGHT BEFORE THE BOARD PRIOR TO ADOPTION OF MOSTLY STATE MANDATED RULES AND REGULATIONS. VICE-CHAIR KELLEY REQUESTED MINUTES OF THE PUBLIC HEARINGS. STAFF DIRECTED TO RESEARCH INCREASED USER/OPERATOR FEES TO HELP DEFRAID COSTS OF IMPLEMENTING NEW REQUIREMENTS AND PROVIDING SERVICES TO ADULT FOSTER CARE FACILITIES.**

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*Tuesday, May 26, 1992 - 10:30 AM  
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**REGULAR MEETING**

*Chair Gladys McCoy convened the meeting at 10:40 a.m., with Vice-Chair Sharron Kelley, Commissioners Pauline Anderson, Rick Bauman and Gary Hansen present.*

**CONSENT CALENDAR**

**UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-6) WAS UNANIMOUSLY APPROVED.**

**JUSTICE SERVICES**

**SHERIFF'S OFFICE**

- C-1 *Package Store/Add Partner Liquor License Renewal Application Submitted by the Sheriff's Office with Recommendation for Approval for the 7-ELEVEN STORE #16710 at 1705 SE 122nd*
- C-2 *Ratification of a Memorandum of Agreement Addendum Between the Oregon Public Utility Commission and Multnomah County, Providing Increased Revenue for Sheriff's Office Motor Carrier Safety Unit to Enforce Commercial Motor Vehicle Safety Rules and Regulations for the Period October 1, 1991 to September 30, 1992*

**DEPARTMENT OF HEALTH**

- C-3 *Ratification of Revision No. 6 to the Intergovernmental Agreement Between Multnomah County and Oregon Health Division, Providing a \$73,423 Increase in Grant Funds Awarded to Multnomah County for Various Programs for the Period July 1, 1992 to June 30, 1993*

**DEPARTMENT OF SOCIAL SERVICES**

- C-4 *Ratification of Amendment No. 1 to the Intergovernmental Agreement Between Multnomah County and Portland Public School District No. 1, Reflecting a \$2,735 Increase in Prevention/Early Intervention Funds, Providing Alcohol and Drug-Free Alternatives for Students for the Period April 1, 1992 to June 30, 1992*
- C-5 *Ratification of Amendment No. 2 to the Intergovernmental Agreement Between Multnomah County and Portland Employment Project-Portland Community College, Reflecting a \$1,896.52 Increase in State Funds to Provide Services for Three High School Transition Project Clients of the Developmental Disabilities Program for the Period June 1, 1992 to June 30, 1992*
- C-6 *Ratification of Amendment No. 3 to the Intergovernmental Agreement Between Multnomah County and Reynolds School District No. 7, Reflecting a \$2,460 Increase in State Funds to Provide Early Intervention Services for Two Clients of the Developmental Disabilities Program for the Period April 1, 1992 to June 30, 1992*

**REGULAR AGENDA**

**NON-DEPARTMENTAL**

- R-1 *In the Matter of Recognition of Employee BOB POTTS for 38 Consecutive Years of Service with Multnomah County*

**CHAIR McCOY PRESENTED BOB POTTS WITH A CERTIFICATE OF APPRECIATION ON BEHALF OF MULTNOMAH COUNTY. BOARD ACKNOWLEDGED. MR. POTTS COMMENTS IN RESPONSE.**

- R-2 *RESOLUTION in the Matter of Endorsing the "Income Foregone" Proposal of the Association of Oregon and California (O & C) Counties*

**COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-2. FRED NEAL**

**EXPLANATION. RESOLUTION 92-96 UNANIMOUSLY  
APPROVED.**

R-3 *RESOLUTION in the Matter of an Election on Proposal No. 3043: Annexation to the City of Portland as a Result of Remonstrance to the Annexation*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER BAUMAN SECONDED, APPROVAL OF R-3. BOARD COMMENTS. PROPOSAL TO BE PLACED ON THE JUNE 30, 1992 BALLOT. RESOLUTION 92-97 UNANIMOUSLY APPROVED.**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

R-4 *ORDER [DIRECTING SHERIFF'S SALE] in the Matter of the Sale of Property Acquired by Multnomah County Through the Foreclosure of Liens for Delinquent Taxes*

**COMMISSIONER HANSEN MOVED AND COMMISSIONER BAUMAN SECONDED, APPROVAL OF R-4. LARRY BAXTER EXPLANATION AND RESPONSE TO BOARD QUESTIONS. TAX TITLE STAFF TO SET SALE DATE AND PUBLISH NOTICE OF SAME. ORDER 92-98 UNANIMOUSLY APPROVED.**

R-5 *ORDER in the Matter of the Grant of an ANCHOR EASEMENT for the Installation and Maintenance of Anchors and Guy Wires on County Land at Vance Pit in Section 5, T1S, R3E, WM, Multnomah County, Oregon*

**UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER BAUMAN, ORDER 92-99 WAS UNANIMOUSLY APPROVED.**

**PUBLIC CONTRACT REVIEW BOARD**

*(Recess as the Board of County Commissioners and convene as the Public Contract Review Board)*

R-6 *Ratification of an Intergovernmental Agreement Between Multnomah County and the Oregon Public Utility Commission, to Allow the Commission to Purchase Herman Miller Furnishings in Accordance with Multnomah County Contract Bid #B43-100-6044*

**UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, R-6 WAS UNANIMOUSLY APPROVED.**

R-7 *Ratification of an Intergovernmental Agreement Between Multnomah County and the City of Tualatin, to Allow the City to Purchase Herman Miller Furnishings in Accordance with Multnomah County Contract Bid #B43-100-6044*



**UPON MOTION OF COMMISSIONER HANSEN, SECONDED  
BY COMMISSIONER ANDERSON, R-7 WAS UNANIMOUSLY  
APPROVED.**

*(Recess as the Public Contract Review Board and reconvene as the Board of County  
Commissioners)*

**DEPARTMENT OF SOCIAL SERVICES**

R-8      *Ratification of an Intergovernmental Agreement Between Multnomah County and the  
City of Portland, Providing \$200,000 for Implementation of Phase I of the Youth  
Empowerment and Employment Demonstration Project, for the Period June 1, 1992  
to June 30, 1993*

**COMMISSIONER HANSEN MOVED AND COMMISSIONER  
BAUMAN SECONDED, APPROVAL OF R-8. HAL OGBURN,  
LOLENZO POE, JANA McLELLEN AND HANK MIGGINS  
EXPLANATION AND RESPONSE TO BOARD QUESTIONS  
AND SUGGESTIONS. JJD STAFF TO PRESENT PROGRAM  
UPDATE WITHIN THE NEXT THREE MONTHS.  
AGREEMENT UNANIMOUSLY APPROVED.**

*There being no further business, the meeting was adjourned at 11:25 a.m.*

**OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON**

  
Deborah L. Bogstad



# MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS  
ROOM 606, COUNTY COURTHOUSE  
1021 S.W. FOURTH AVENUE  
PORTLAND, OREGON 97204

GLADYS McCOY •	CHAIR •	248-3308
PAULINE ANDERSON •	DISTRICT 1 •	248-5220
GARY HANSEN •	DISTRICT 2 •	248-5219
RICK BAUMAN •	DISTRICT 3 •	248-5217
SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •		248-3277

## AGENDA

### MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

#### FOR THE WEEK OF

MAY 25 - 29, 1992

Monday, May 25, 1992 - HOLIDAY - COURTHOUSE CLOSED. . . . .

Tuesday, May 26, 1992 - 9:30 AM - Planning Items. . . . .Page 2

Tuesday, May 26, 1992 - 9:40 AM - Board Briefings . . . . .Page 2

Tuesday, May 26, 1992 - 10:30 AM - Regular Meeting. . . . .Page 3

Thursday, May 28, 1992 - MEETING CANCELLED. . . . .

Thursday Meetings of the Multnomah County Board of Commissioners are recorded and can be seen at the following times:

Thursday, 10:00 PM, Channel 11 for East and West side subscribers

Friday, 6:00 PM, Channel 22 for Paragon Cable (Multnomah East) subscribers

Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

INDIVIDUALS WITH DISABILITIES MAY CALL THE OFFICE OF THE BOARD CLERK AT 248-3277 OR 248-5222 OR MULTNOMAH COUNTY TDD PHONE 248-5040 FOR INFORMATION ON AVAILABLE SERVICES AND ACCESSIBILITY.

Tuesday, May 26, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

PLANNING ITEMS

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- P-1     CS 6-92 and  
         HV 8-92     APPROVE, SUBJECT TO CONDITIONS, a Community Service Use Designation for the Audubon Society Center Accessory Uses; and  
                         APPROVE, SUBJECT TO CONDITIONS, a Variance for the Parking Area Placement, all for Property Located at 5151 NW CORNELL ROAD.
- P-2     CU 7-92     APPROVE, SUBJECT TO CONDITIONS, Development of a 2.07 Acre Lot of Record with a Non-Resource Related Single Family Dwelling in the MUF-19 Zone, for Property Located at 8575 SE RODLUN ROAD.
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Tuesday, May 26, 1992 - 9:40 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

- B-1     Discussion on the Executive Summary of the Metropolitan Greenspaces Master Plan and Potential Bond Measure Referral to Establish a Fund for the Acquisition of Greenspaces. Presented by Mel Huie, Charles Ciecko and R. Scott Pemble. 30 MINUTES REQUESTED.
- B-2     Briefing in the Matter of Revision of Multnomah County Adult Care Home Licensing Rules. Presented by Steve Balog. 15 MINUTES REQUESTED.
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Tuesday, May 26, 1992 - 10:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

JUSTICE SERVICES

SHERIFF'S OFFICE

- C-1 Package Store/Add Partner Liquor License Renewal Application Submitted by the Sheriff's Office with Recommendation for Approval for the 7-ELEVEN STORE #16710 at 1705 SE 122nd
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DEPARTMENT OF HEALTH

- C-3 Ratification of Revision No. 6 to the Intergovernmental Agreement Between Multnomah County and Oregon Health Division, Providing a \$73,423 Increase in Grant Funds Awarded to Multnomah County for Various Programs for the Period July 1, 1992 to June 30, 1993

DEPARTMENT OF SOCIAL SERVICES

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### NON-DEPARTMENTAL

- R-1 In the Matter of Recognition of Employee BOB POTTS for 38 Consecutive Years of Service with Multnomah County
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# MULTNOMAH COUNTY OREGON

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SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •		248-3277

## SUPPLEMENTAL AGENDA

Tuesday, May 26, 1992 - 10:30 AM

Multnomah County Courthouse, Room 602

## REGULAR MEETING

### DEPARTMENT OF SOCIAL SERVICES

- R-8      Ratification of an Intergovernmental Agreement Between Multnomah County and the City of Portland, Providing \$200,000 for Implementation of Phase I of the Youth Empowerment and Employment Demonstration Project, for the Period June 1, 1992 to June 30, 1993

0201C/49/db  
5/20/92



# GLADYS McCOY, Multnomah County Chair

Room 1410, Portland Building  
1120 S.W. Fifth Avenue  
Portland, Oregon 97204  
(503) 248-3308

## MEMORANDUM

TO: Board of County Commissioners  
Office of the Board Clerk

FROM: Gladys McCoy *GM*  
Multnomah County Chair

DATE: May 6, 1992

RE: AOC Conference

I will be attending the AOC Conference on May 28 and May 29 and will miss the Board meeting Thursday May 28.

GM:ddf

RECEIVED  
BOARD OF  
COUNTY COMMISSIONERS  
1992 MAY -7 AM 8:52  
MULTNOMAH COUNTY  
OREGON

PAULINE ANDERSON  
Multnomah County Commissioner  
District 1



605 County Courthouse  
Portland, Oregon 97204  
(503) 248-5220

May 7, 1992

To:: Board of County Commissioners  
Office of the Clerk of the Board

From: Pauline Anderson *PA*

Re: Absence from Office, May 28-29

I plan to attend the AOC conference in Central Oregon  
May 28-29 and will therefore miss the Thursday, May 28  
Board of County Commissioners meeting.

BOARD OF  
COUNTY COMMISSIONERS  
1992 MAY - 7 PM 12:04  
MULTNOMAH COUNTY  
OREGON



GARY HANSEN  
Multnomah County Commissioner  
District 2



605 County Courthouse  
Portland, Oregon 97204  
(503) 248-5219

M E M O R A N D U M

TO: Board of County Commissioners  
Clerk of the Board

FR: Gary Hansen

DATE: May 6, 1992

RE: AOC Spring Conference

Thursday, May 28 and Friday, May 29, 1992, I will be attending the AOC conference in Sunriver, Oregon. Therefore, I will miss the Board meeting Thursday, May 28.

BOARD OF  
COUNTY COMMISSIONERS  
1992 MAY -6 PM 3:15  
MULTNOMAH COUNTY  
OREGON

## ANNOTATED MINUTES

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Multnomah County Courthouse, Room 602

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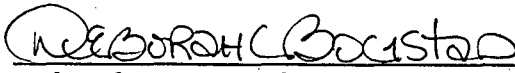
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UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, ITEMS P-1 THROUGH P-3 WERE UNANIMOUSLY APPROVED.

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OFFICE OF THE BOARD CLERK  
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BAUMAN SECONDED, APPROVAL OF R-8. HAL OGBURN,  
LOLENZO POE, JANA McLELLEN AND HANK MIGGINS  
EXPLANATION AND RESPONSE TO BOARD QUESTIONS  
AND SUGGESTIONS. JJD STAFF TO PRESENT PROGRAM  
UPDATE WITHIN THE NEXT THREE MONTHS.  
AGREEMENT UNANIMOUSLY APPROVED.**

*There being no further business, the meeting was adjourned at 11:25 a.m.*

**OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON**

Deborah L. Bogstad  
Deborah L. Bogstad

Meeting Date: May 26, 1992

Agenda No.: P-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Hearings Officer Decision of May 4, 1992

BCC Informal \_\_\_\_\_ BCC Formal May 26, 1992  
(date) (date)  
DEPARTMENT DES DIVISION Planning  
CONTACT Sharon Cowley TELEPHONE 2610  
PERSON(S) MAKING PRESENTATION Planning Staff

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 1 Minute

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: xx

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

CS 6-92 Review the Decision of the Hearings Officer of May 4, 1992,  
HV 8-92 approving, subject to conditions, change in zone designation  
from MUF-19 to MUF-19, C-S, community service for the Audubon  
Society Center accessory uses and appro-e, subject to condi-  
tions, requested variance for the parking area placement, all  
for property located at 5150 NW Cornell Road.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL \_\_\_\_\_

Or

DEPARTMENT MANAGER

*Betsy Williams*

(All accompanying documents must have required signatures)

CLERK OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1992 MAY 20 AM 10:58



DEPARTMENT OF ENVIRONMENTAL SERVICES  
DIVISION OF PLANNING AND DEVELOPMENT  
2115 SE MORRISON STREET  
PORTLAND, OREGON 97214  
(503) 248-3043

### DECISION

This Decision consists of Conditions, Findings of Fact and Conclusions

MAY 4, 1992

CS 6-92, #134  
HV 8-92

COMMUNITY SERVICE DESIGNATION  
VARIANCE TO SETBACK AND LANDSCAPE DIMENSIONS  
(AUDUBON SOCIETY PARKING AND STORAGE BUILDING ADDITIONS)

The Portland Audubon Society requests approval to add a 14-space paved parking area and a 24-foot by 40-foot storage building on the south side of NW Cornell Road, opposite the existing Audubon Society facilities at 5151 NW Cornell Road. The proposal requires a Community Service (CS) designation of the property, and a Variance to allow part of the parking area within the 30-foot front yard and landscape area required along NW Cornell Road.

Location: 5150 NW Cornell Road

Legal: Tax Lot '32', Section 31, 1N-1E  
1991 Assessor's Map

Site Size: 20.05 Acres                      Size Requested: Same

Property Owners: Portland Audubon Society  
5151 NW Cornell Road, 97210

Applicant: Kerry Hampton, Planning Consultant  
1908 NE Multnomah Street, #9; 97232

Comprehensive Plan: Multiple Use Forest

Present Zoning: MUF-19, Multiple Use Forest District

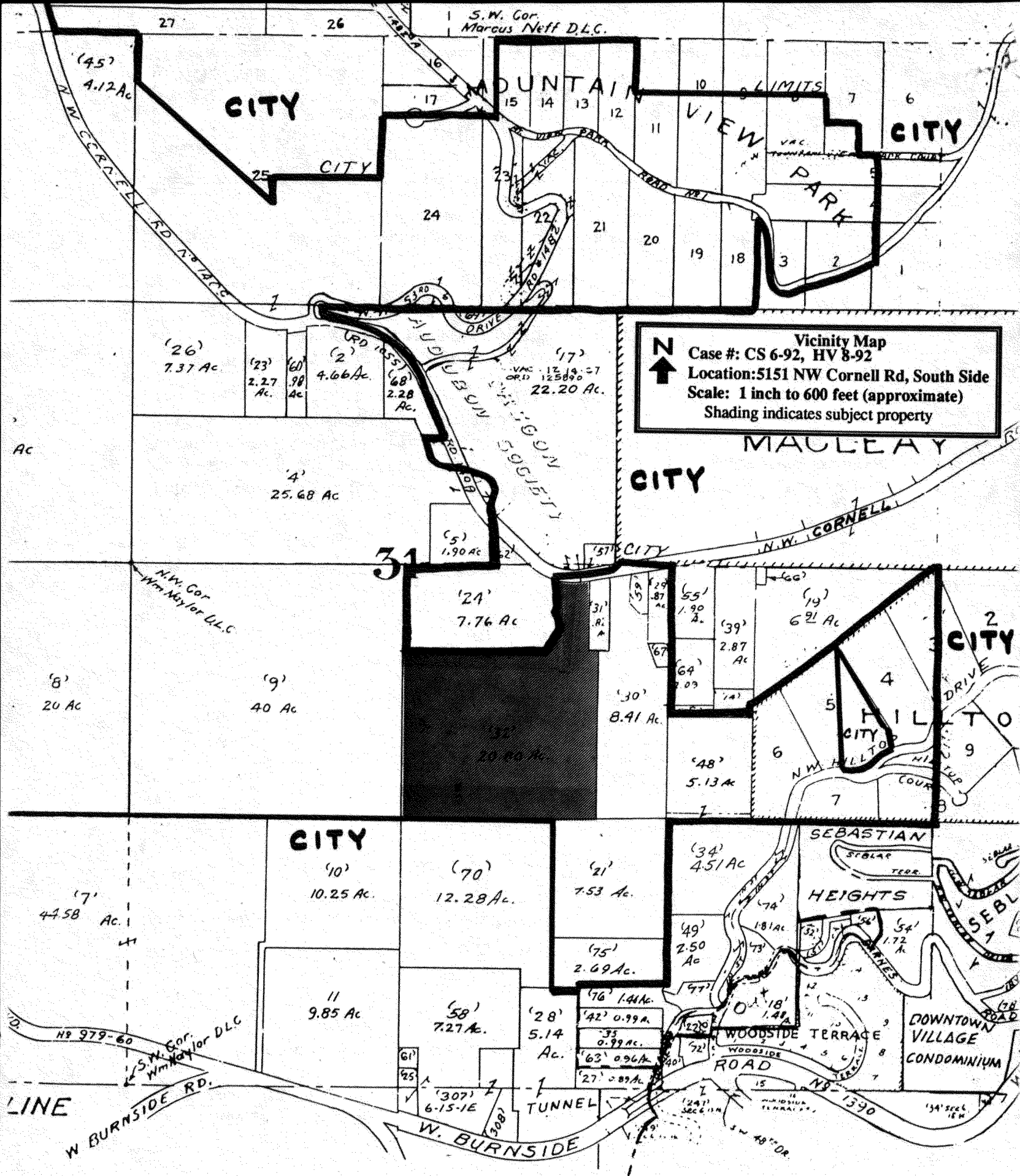
Proposal: MUF-19/ CS, Multiple Use Forest District/ Community Service  
subdistrict. A Community Service designation shall be for the specific  
uses approved, subject to limits or conditions imposed by the approval  
authority.

### HEARINGS OFFICER

DECISIONS: APPROVE, SUBJECT TO CONDITIONS, the requested CS Use for the  
Audubon Society Center accessory uses; and,  
APPROVE, SUBJECT TO CONDITIONS, the requested Variance for the  
parking area placement, all based on the following Findings and  
Conclusions.

CS 6-92/HV 8-92





(57)  
See 2824

3 87 27 59 E -- 261230 -- NW

See 2924  
100A  
0.502Ac  
0.106Ac

CITY LIMITS

(24)  
7.76Ac  
CITY

See 2924 4-29-41

CITY

CORNELL RD.

(31)  
0.82Ac

(58)  
0.41Ac

(29)  
0.87Ac

(67)  
0.18Ac

(30)  
0.41Ac

MUF  
-19

MUF -19

(32)  
20.03Ac

CITY

LIMITS

CITY LIMITS

CITY LIMITS



**Zoning Map**  
Case #: CS 6-92, HV 8-92  
Location: 5151 NW Cornell Rd, South Side  
Scale: 1 inch to 200 feet (approximate)  
Shading indicates subject properties

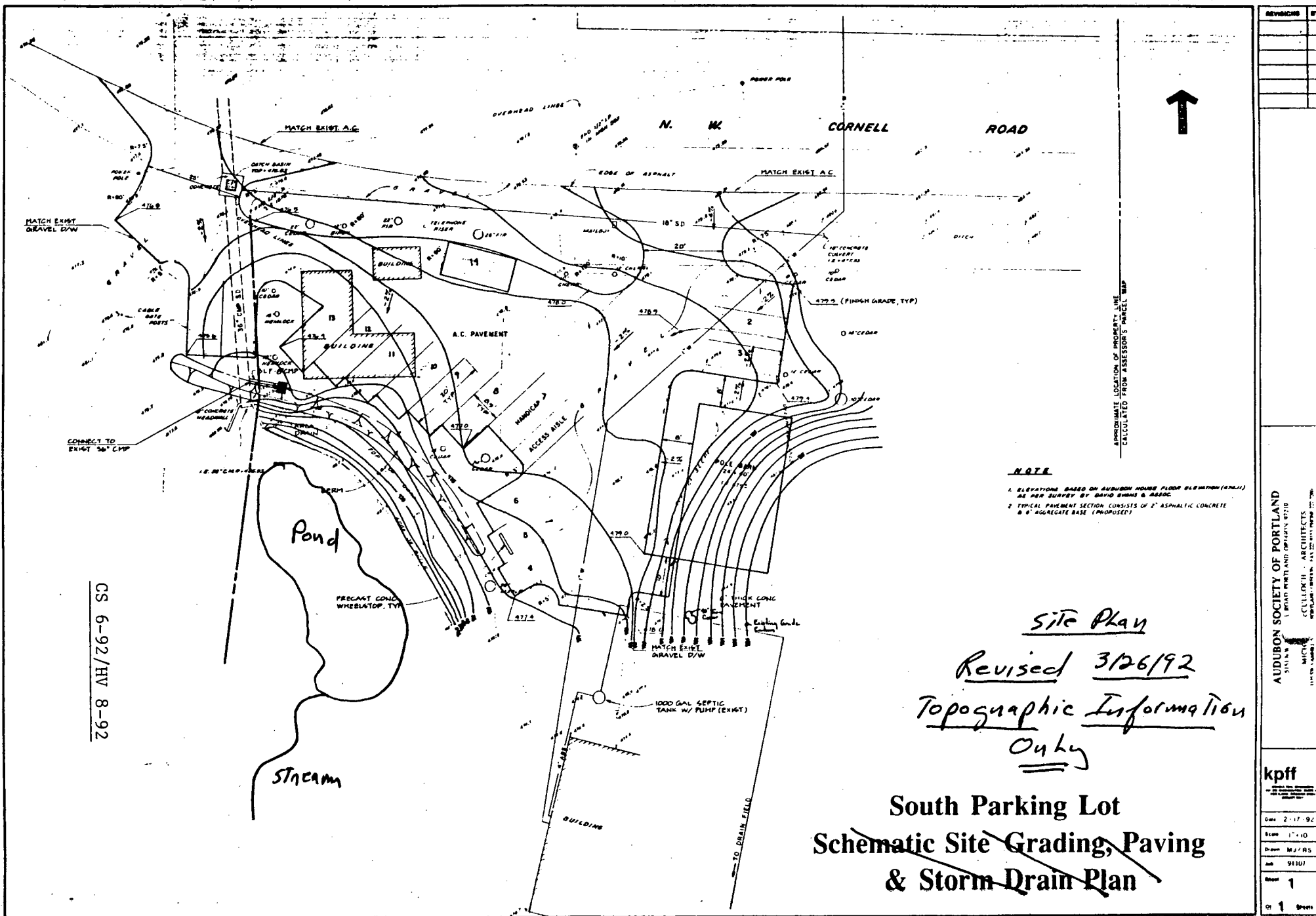
(70)  
18.28Ac

(21)  
10.22Ac

See 2924 11-27-41

עש



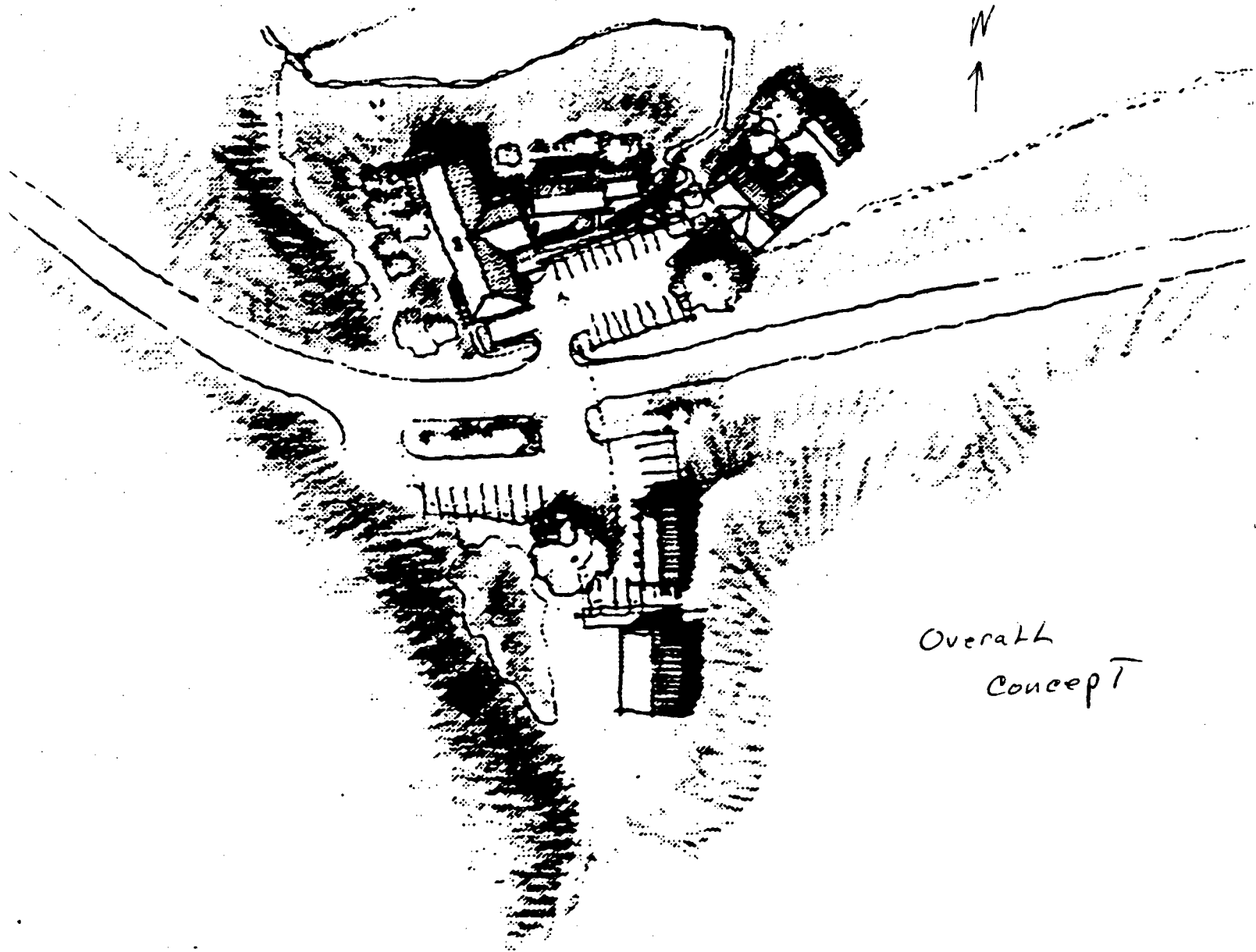


REVISIONS	BY

AUDUBON SOCIETY OF PORTLAND  
 1000 NW 10th and Oregon St. SE  
 SEASIDE, OREGON 97138  
 MICHAEL J. ARCHITECTS  
 1111 SW 10th St.  
 SEASIDE, OREGON 97138

kpff

Date	2-17-92
Scale	1"=10'
Drawn	MJ/RS
Job	91101
Sheet	1
Of	1 Sheets



Overall  
Concept

## CONDITIONS OF APPROVAL

1. Obtain Design Review approval of all proposed site improvements including, but not limited to, grading, clearing, landscaping, fencing and exterior building designs. Site work shall not proceed until required Design Review approvals are obtained. Specific site improvements represented in the CS application may be developed in separate phases.
2. Obtain a *Grading and Erosion Control Permit* as specified in MCC .6710(C) for any cut or fill work or drainage alterations on the site.
3. The land use approval shall be for the specific uses and scale specified in the application.
4. Prior to occupancy or final approvals of the new building or the parking area, complete Portland Office of Transportation requirements (if any) for improvements to NW Cornell Road.

## FINDINGS

### 1. Site and Project Description:

Excerpts from applicant's proposal description are presented below:

*"There is a single family home and two storage/maintenance buildings on the site. The house is used as a residence by Audubon's caretaker and will be retained. The two existing older storage/ maintenance structures will be removed.*

*Across NW Cornell to the north on land under City of Portland jurisdiction, the existing Audubon House will be remodeled and expanded, the interior of the Annex building will be remodeled, and the existing parking lot improved.*

*Audubon House will be expanded by a 33-foot by 32-foot addition to the north side of the building. A single-story 25-foot by 32-foot addition will be added to the south side of Audubon House.*

*The City of Portland has approved a conditional use permit for these improvements, an adjustment to reduce the required building setback, and the environmental review of the improvement (3/23/92).*

### Site History

*The Portland Audubon Society was founded in 1902. In 1930, the Society acquired the thirty-two acre Pittock Bird Sanctuary. It was on the original site that the Audubon House was built in 1949. The Audubon House has been used continuously for more than forty years for Audubon activities."*

## 2. Plan and Zone Designations:

The site is designated Multiple Use Forest on the Comprehensive Plan Map. The zoning designation is MUF-19 (Multiple Use Forest District).

## 3. Ordinance Considerations:

Conditional uses allowed in the Multiple Use Forest District are specified in MCC 11.15.2172. Subsection (A) specifies "***Community Service Uses pursuant to the provisions of MCC .7005 through .7041.***" MCC § .7020(A)(11) identifies a philanthropic institutions as a CS Use; and MCC .7020(A)(23) provides for accessory uses to a CS Use. Approval criteria are specified in MCC .7015.

The following section presents findings regarding the proposed Community Service Use. The applicable criteria is in ***bold italics***; applicant's responses are presented first in "*italics*", followed by staff comments.

### 3. A. Community Service Use Approval Criteria (MCC .7015)

#### ***A(1) Is consistent with the character of the area;***

*"The Audubon Society manages over 160 acres of sanctuary land including this site and adjacent lands and serves as a primarily interpretive center for Forest Park. The Sanctuary and its trails are maintained by the Society. Public access to these areas during daylight hours is encouraged by the Society.*

*The Society provides education and interpretive facilities to support and enhance the use of this natural area. This proposal is for an addition to and improvements in Audubon's existing facilities. These facilities support opportunities for outdoor recreation and efforts to preserve the scenic qualities of the area.*

*Specifically, the new storage/maintenance facility will replace two deteriorating older buildings now located along NW Cornell in the northwest corner of the site with a single building located away from the road.*

*The existing vegetation in the the right-of-way area will be retained. Audubon proposes to augment this strip with additional planting of native material ground cover and low shrubs. The ROW strip (approximately ten feet wide) will effectively screen and separate the parking from Cornell Road.*

*The additional parking will be for staff and for visitor overflow. It will provide for increased visitor parking in the lot adjacent to the Audubon House reducing pedestrian and traffic conflict and reducing any need for on-street parking.*

*Audubon has designed both the improvements to the north of Cornell Road and*

*the parking and storage/maintenance improvements on this site to maintain the existing cottage and natural area setting of their facilities and to preserve the existing character of the area."*

**Staff Comment:** The Audubon Society center has operated on the site to the north for several years. The proposed parking area and storage/maintenance building design is sensitive to the area character in terms of its scale and its retention of most of the natural features characteristic to the site and area. Staff concurs that the proposal, as conditioned, meets this approval criteria.

**A(2) Will not adversely affect natural resources;**

*"Approximately 6,000 square feet of site area will be used for the proposed parking and storage/maintenance building. The site itself is 20.05 acres. Overall less than 0.007% of the site will be used for these improvements. The vast majority of the site is now maintained and will continue to be maintained by Audubon as part of its natural sanctuary. The site is part of over 160 acres of Audubon preserve.*

*The Audubon proposal has been designed for the minimal impact on the natural resources. Existing native vegetation that screens the proposed parking will be retained to the maximum extent possible. Landscaping of the parking area will be improved with additional native materials.*

*The City of Portland's environmental inventory for the Balch Creek Watershed identified educational and recreation resources in the immediate area of this site- the Audubon facilities and the sanctuary itself. These resources will be enhanced. Audubon serves as an interpretive center for Forest Park as well as managing its sanctuary lands and trails. The accessory parking and facility improvements will allow Audubon to more effectively and efficiently provide its educational interpretive, and natural area management services.*

*Construction management measures will conform to the guidelines in the Bureau of Environmental Services Erosion Control Plans Technical Guidance Handbook to limit erosion and other impacts on adjacent resource areas.*

*The only land disturbing development proposed will be the excavation for the construction of the storage/maintenance building and the minimal activities associated with the parking improvements.*

*The storage/maintenance shed will require approximately a 6-foot cut in the southeast corner of its location. The parking lot will require minimum regrading (plus or minus one foot in elevation).*

*Material from the slope cut for the placement of the shed will be used if needed*



*for any fill needed to bring the parking lot to grade of for the filtration berm along the south side of the parking lot. Any remaining excavated materials will be removed from the site.*

*Minimum site clearance will be needed for this proposal The parking area is proposed for the one unforested and generally level area of the site.*

*Parking lot and storage/maintenance building placement was designed to preserve the maximum number of existing trees on the site, leave the pond and drainage area to the south undisturbed, and avoid any significant disturbance of the slope and forested area to the east and southeast.*

*All disturbed earth will be replaced, contoured, and replanted before September 30.*

*Stormwater drainage from the parking lot will be routed to the south to a bio-filtration swale.*

*The swale will be separated from the pond to its immediate south by an earth berm. The swale is designed to direct runoff along the swale first to the northwest and then south along the swale and into the holding pond.*

*This proves a filtration system effectively twice the length of the swale with additional settling of particulate matter in the holding pond prior to discharge to the storm culvert and to the Balch Creek drainage. Storm discharge to the Balch Creek area to the northeast will be filtered and minimized as a result."*

**Staff Comment:** Condition #1 requires Design Review of the site development.

Design Review criteria stipulate that the design shall preserve natural landscape features and existing grades to the maximum practical degree [11.15.7850(A)(4)]. The site is generally forested. Condition # 2 requires a Grading and Erosion Control Permit because any land disturbing activities within the Balch Creek drainage basin are subject to MCC 11.6710(C). Given these conditions of approval, the application adequately demonstrates that the expanded use of the site will not adversely effect natural resources.

**A(3) Will not conflict with farm or forest uses in the area;**

*"Audubon has not identified any significant farm or forest uses in the area. The site and lands immediately adjacent to the east and across Cornell to the north are part of Audubon's natural sanctuary. Lands immediate to Audubon's are part of Forest Park. There are single family uses to the west and east of the site on sites in excess of five acres.*

*The proposed improvements are an accessory uses to a educational and*

*recreation community service use in an area predominantly used for park or natural and recreational preserve; Audubon anticipates no conflict with farm or forest uses."*

**Staff Comment:** Staff concurs that the proposal, as conditioned, meets this approval criteria.

**A(4) *Will not require public services other than those existing or programmed for the area;***

*"There are adequate public services in the area to serve the proposed use. The main Audubon facilities are located directly to the north of this site across NW Cornell Road. On this site, Audubon proposes only accessory parking and a storage/ maintenance building.*

**Police**

*The site is protected by Portland's Police Bureau's Central Precinct and the Multnomah County Sheriffs Department.*

**Fire**

*Fire protection is provided by Tualatin Valley Fire District.*

**Water**

*Water service is available from the City of Portland's Water Bureau from a 2-inch main located at the west end of SW Macleay Blvd.*

**Sanitary and Stormwater Disposal**

*Sanitary disposal for the maintenance facilities and the caretaker's residence will use the existing septic system. The system has 465 lineal feet of drainage field and a 1,000 gal tank.*

*Stormwater drainage from the parking lot will be routed to the south to a bio-filtration swale. The swale will be separated from the pond to immediate south by an earth berm. The swale is designed to direct runoff along the swale first to the northwest and then south along the swale and into the holding pond.*

*This proves a filtration system effectively twice the length of the swale with additional settling of particulate matter in the holding pond prior to discharge to the storm culvert and to the Balch Creek drainage. Storm discharge to the Balch Creek area to the northeast will be filtered and minimized as a result."*

**Staff Comments:** Staff concurs; however, Portland Transportation Staff have not commented on the adequacy or improvement requirements (if any) for NW Cornell Road as of this writing. Condition # 4 stipulates that requirements for

NW Cornell Road imposed by the Portland Office of Transportation be completed prior to occupancy or final approvals of the proposed new building or parking area.

- A(5) *Will be located outside a big game winter habitat area as defined by the Oregon Department of Fish and Wildlife or that agency has certified that the impacts will be acceptable;***

*"This site is not located within a Big Game Winter Habit Area."*

**Staff Comment:** The site is not identified as a big game habitat area in the Comprehensive Plan or by the Oregon Department of Fish and Wildlife. Staff concurs that the proposal meets this approval criteria.

- A(6) *Will not create hazardous conditions;***

***"Minimal Traffic Will Be Generated"***

*Audubon anticipates that the maximum number of persons using these facilities at any one time will be between 110 and 120 persons. This is peak maximum capacity. Audubon anticipates peak use of this site will occur on the average of four times a year or once a quarter.*

*On the average, the peak number of persons using the facility will be between 60 and 80 persons. During the daytime, peak usage would result in approximately 60 persons on the site: bookstore activities, 12-15-persons, classes, 25-30 persons, staff, 6 persons, and meetings, 10 persons. In the evening, peak use would be approximately 80 persons: lectures, 70 persons, and meetings, 10 persons.*

*The number of persons on the campus at other than peak use times would be significantly less than the above estimates.*

*The Sanctuary is not a peak hour traffic generator. Use of the facility is spread through the daytime and evening hours. The Society's experience is that traffic on Cornell Road is heaviest during commuter hours. NW Cornell appears to be used as an alternative route to areas to the west of Skyline Boulevard and parts of Washington County.*

*Tri-Met does not now service this segment of Cornell Road. Audubon supports the extension of transit services to this site.*

***Increased Parking Will Alleviate Traffic Conflicts***

*Audubon plans to improve the parking area on the south side of the Cornell to provide additional parking for fourteen vehicles. In addition, Audubon proposes*

*to improve the existing parking lot on this site to the north of Cornell Road to provide 16 spaces and a loading area. Depending on final design approval, there will be a up to 30 on-site parking spaces and a loading area serving this facility.*

*The parking lot improvements are designed to provide the maximum number of visitor parking spaces that is consistent with the sanctuary character of the site and to reduce the need for off-site parking during peak use hours.*

**Proposal Will Provide Improved Safety**

*Audubon seeks to increase traffic and pedestrian safety at the Sanctuary. Audubon supports a pedestrian crosswalk on Cornell Road, "Dangerous Curve" and "Pedestrian Warning" signs to the west and east of the site along . Cornell, reduced speed limits, and the installation of traffic warning lights. Audubon will work with the City of Portland's Bureau of Traffic Management to review traffic and pedestrian safety issues and appropriate solutions.*

*The parking lot (on the south side of Cornell) will use a one-way design with the exit placed on the western end of the site. The west exit will use the existing driveway on the adjacent property. Use will be provided through an easement. The driveway will be repaved.*

**This design will provide a clear line of sight for exiting vehicles north and east along the curve in NW Cornell**

*To reduce pedestrian crossings, staff parking will be located in the south parking lot across Cornell from the main facilities.*

*The improvements are designed to improve the quality and efficiency of services offered to the public and Audubon members. Currently, the facility must rely on the multiple use of several areas in its buildings for meeting room space, education programs, library and display activities, temporary storage/maintenance and volunteer services. The addition to and remodeling of the facilities will allow the Society to dedicate areas to specific uses as well as provide normal office facilities for the current staff and volunteers and ongoing operations."*

**Staff Comment:** Staff concurs that the proposal, as conditioned, meets this approval criteria.

**A(7) Will satisfy the applicable policies of the Comprehensive Plan.**

The following policies of the County's Comprehensive Plan are found applicable to this request: Policy 2 (Off-site Effects); Policy 12 (Multiple Use Forest Lands); Policy 13 (Air, Water and Noise Quality); Policy 16 (Natural Resources); Policy 31 (Community Facilities and Uses); Policy 37 (Utilities).

**a. Policy 2 – Off-site Effects.**

*"Audubon anticipates no deleterious off-site impacts from this proposal. The improvements will improve traffic and parking patterns in the area and increase vehicle and pedestrian safety. (Visitors to the Sanctuary will have increased parking immediately adjacent to Audubon facilities on the north side of Cornell Road since this site will be used for staff and overflow parking.)"*

*No additional public service demands can be anticipated. The proposed accessory parking and storage/maintenance serve an existing use.*

**Staff Comment:** When approving new or expanded CS uses, the County may apply conditions if necessary to minimize negative off-site effects to surrounding properties. Recommended conditions of approval address a variety of potential off-site effects from the proposed use.

**b. Policy 12 – Multiple Use Forest Lands**

*"This policy allows for service uses compatible with adjacent forest uses. This proposal is for accessory parking and storage/maintenance for the educational, recreational, wildlife care, and administrative facilities of the Audubon Society. The Society maintains a 160 acre natural sanctuary including this site and adjacent lands. In the immediate area are Forest and Macleay Parks. The propose use is compatible with the preservation of this area in forest land.*

*The proposal is designed to minimize any disturbance to the surrounding area-the slopes and pond and watershed to the south and east-by placing the parking and storage/maintenance building immediately to the south of NW Cornell (the level area of this site)."*

**Staff Comments:** It is County policy to allow for community services within Multiple Use Forest areas provided that such uses are compatible with adjacent forest lands. Based upon findings above under 3(A)1-3, the proposal, as conditioned, is therefore consistent with this policy.

**c. Policy 13 – Air, Water, and Noise Quality.**

*"Audubon anticipates no impact on noise quality in the area. There is one residence in the immediate vicinity, owned by the Society and used as a caretaker's residence. Audubon Society activities are scheduled to end by 11:00 P.M. or earlier.*

*Air quality will not be affected by this proposal. The proposal serves an existing use. The improvements will allow Audubon to more effectively and efficiently*

*provide its community educational and recreational services.*

*Water quality will be preserved. Stormwater runoff from the proposed parking will enter a bio-filtration swale before discharge to the existing system. Excess flow will be minimized and filtered."*

**Staff Comment:** The expanded Audubon Society facilities should not significantly effect air, water or noise quality in the area. Potential water quality effects would be addressed through application of Grading and Erosion Control provisions under Condition #2, and the sub-surface disposal review required as part of the Building Permit process. Noise associated with the site use are in part mitigated by the wooded character of the site, as well as the size and topography which screens and buffers the use from surrounding residential uses.

**d. Policy 16 – Natural Resources.**

*"This site does not have the overlay classification 'Significant Environmental Concern' applied to it.*

*The water feature (pond and drainage area from the slopes to the south of the proposed improvements on the site) is not identified on the USFW Wetland Inventory. It is not a classified stream.*

*The site and the proposed improvements are more than 100 feet from Balch Creek. (The Creek is approximately a quarter mile to the north.)."*

**Staff Comment:** Condition #1 requires Design Review of the site development. Design Review criteria stipulate that the design shall preserve natural landscape features and existing grades to the maximum practical degree [ref. 11.15.7850(A)(4)]. Condition # 2 requires a **Grading and Erosion Control Permit** since the proposed development is located within the Balch Creek watershed [ref. 11.15.6710(C)].

The proposed site design, and the associated variance request, displays concern for natural features and preservation of natural qualities of the site. The placement of proposed parking and the storage building avoids removal of large trees from the development area, and the variance to the front yard dimension effectively avoids the pond/wetland area southwest of the parking facility.

The proposal, together with the above noted conditions, adequately addresses the County's Natural Resources policies.

**e. Policy 31 – Community Facilities and Uses**

*"This proposal is consistent with this policy. The proposed accessory improvements support an existing facility to the north of Cornell Road.*

*The improvements to the Audubon facility including the proposed accessory uses on this site are designed to improve the quality and efficiency of services offered to the public and Audubon members. Currently, the facility must rely on the multiple use of several areas in its buildings for meeting room space, education programs, library and display activities, temporary storage/maintenance and volunteer services. The addition to and remodeling of the facilities will allow the Society to dedicate areas to specific uses as well as provide normal office facilities for the current staff and volunteers and ongoing operations.*

*Existing public services adequate to support the proposed improvements are available."*

Staff Comment: Philanthropic or eleemosynary institutions are listed as a type of CS-Use in MCC 11.15.7020; however, they are not a listed facility in Policy 31, subsection E. The proposed CS-Use appears similar in scale to facilities listed as "MINOR COMMUNITY" scale (*i.e.*, parks, churches, neighborhood recreation center).

Subsection G prescribes different access standards for CS uses, depending upon the scale of the facility. "MINOR COMMUNITY" scaled uses shall have "...DIRECT ACCESS TO A COLLECTOR STREET AND NO ROUTING THROUGH LOCAL NEIGHBORHOOD STREETS..."

The portion of NW Cornell Road abutting the subject property is located within the City of Portland. It is designated a collector street (ref. Portland's **Arterial Streets Classification Policy**; adopted 1977, updated 1983 & 1992).

Existing functional classifications of roads in rural areas of the County are the subject of a recently initiated re-classification study by Transportation Division Staff. The analysis and recommended updates to the functional classifications map are expected for Planning Commission and Board review in the Summer of 1992. Transportation Division Staff indicate that the rural portions of NW Cornell Road (further west) will be classified a "rural collector" with a "scenic" overlay.

Based on the above, the proposed CS Use satisfies the vehicular access requirements embodied in Policy 31. The location is appropriate for the proposed scale of CS-Use.

#### **f. Policy 37 - Utilities**

"Water and Disposal System

*This policy requires connection to a public water and sewer system or its equivalent.*

*This proposal is for accessory parking and a storage/maintenance shed.*

*Water service via a 2-inch line from the Portland Water Bureau is available.*

*The shed and caretaker's residence will connect to an existing septic system with 465 lineal feet of drainage field and a 1,000 gal. tank.*

Drainage

*Stormwater drainage will be handled on site. Runoff from the proposed parking will be directed to a biofiltration swale on the south end of the lot and to a holding pond before discharge to the existing stormwater drain to the northwest of the site.*

*This method will provide for level flow of stormwater and provide a natural filtration for various contaminants. Adjacent drainageways will be protected. Post-development runoff to Balch Creek will be minimized by the proposed bio-filtration swale.*

Energy and Communications

*There are both power and telephone services on NW Cornell Road abutting this site."*

Staff Comment: Staff concurs that the proposal, as conditioned, adequately addresses the Utilities policy. The County Sanitarian (Phil Crawford) indicates the current disposal system appears adequate for the proposed additions.

**3.B. VARIANCE REQUEST (MCC .8505)**

MCC 11.15.2178(C) specifies a 30-foot minimum front yard in the MUF District. The proposed parking area would be developed within the 30-foot front yard area. The request corresponds to a 100% variance from the dimensional standard; therefore the request is classified as a "Major" Variance. MCC 11.15.8515(A) defines "...A Major Variance is one that is in excess of 25 percent of an applicable dimensional requirement." [emphasis added] Applicant describes the Variance request as follows:

*"Audubon proposes to allow parking and maneuvering areas in the required*



yard (no minimum yard requirement). The parking lot will be separated from NW Cornell by a landscaped yard area running between 10 and 20 feet in width (averaging 15 feet). This is part of the right-of-way area. It extends from the edge of the gravel shoulder of NW Cornell south to the edge of the proposed parking lot. The lot itself will generally extend to the property line.

The existing vegetation in the the right-of-way area will be retained. Audubon proposes to augment this strip with additional planting of native material ground cover and low shrubs. The ROW strip (approximately ten feet wide) will effectively screen and separate the parking from Cornell Road.

In addition, the Society propose to use concrete wheel stops along the southern parking lot edge. (The remainder of the lot will have 4-inch curbs.) The wheel stops are needed to allow storm run-off to flow to the bio-filtration swale along this edge of the lot."

The proposed parking area design also requires a Variance from setback and landscape dimensional requirements in MCC .6138 & .6140 respectively. The following section presents findings regarding the Variance requests; the applicable criteria is in *bold italics*, followed by applicant and staff comments.

***B(1) A circumstance or condition applies to the property or to the intended use that does not apply generally to other property in the same vicinity or district. The circumstance or condition may relate to the size, shape, natural features and topography of the property or the location or size of physical improvements on the site or the nature of the use compared to surrounding uses.***

*"Audubon seeks a variance from the 30-foot front yard standard and the restriction on parking and maneuvering in a required yard because of the unusual circumstances of this property and the proposed use.*

*To the south of the proposed location of the improvements is a pond that retains runoff from the natural drainage way serving the steep slopes to the south on the majority of this site. To the east, the hillside slope begins. Directly to the south is a single family residence for Audubon's caretaker.*

*These site features constrain the potential alternative placement of improvement on the site.*

*The proposed design leaves the pond and natural drainageway undisturbed. It provides for the minimal disturbance of the existing sloped areas. It conserves the single family home. This location is in essence the only level and unforested area of this 20 acre site.*

*The proposed design also conserves the maximum number of existing trees on the site.*

*The proposed use is for accessory parking and a storage / maintenance building for a long standing community services use. (Audubon activities in this area began in 1930; Audubon House was built in 1949.) The proposed improvements to the sited are small in scale. (A 24 by 40 foot single-story storage/maintenance building and a fourteen-space parking area.)*

*This site is part of a natural preserve, Audubon's Sanctuary lands. With the exception of the area immediately adjacent to Cornell Road, the 20-acre site is heavily forested and steeply sloped.*

*Audubon seeks to preserve both the forested area and leave undisturbed the heavily sloped areas of this site by placing these improvements in the area directly adjacent to Cornell Road.*

**Staff Comment:** The proposed variance avoids adverse impacts to natural features and qualities on the site, and it avoids the hazards associated with development on steeper sloped areas further south on the property. The placement of proposed parking and the storage building avoids removal of most large trees within the development area, and the variance to the front yard dimension effectively avoids the pond/wetland area southwest of the parking facility and focuses the site improvements on the flatter area immediately adjacent to the road. The proposal meets this approval criteria.

**B(2) *The zoning requirement would restrict the use of the subject property to a greater degree that it restricts other properties in the vicinity or district.***

*"Because of the topography of this site and the present of a holding pond for a natural drainageway for the slopes to the south of this site (drainage both for this and adjacent property) the front yard requirement would restrict the use of this property to a greater extent than other properties in the area."*

**Staff Comment:** Staff concurs that the proposal meets this approval criteria.

**B(3) *The authorization of the variance will not be materially detrimental to the public welfare or injurious to property in the vicinity or district in which the property is located, or adversely affect the appropriate development of adjoining properties.***

*"No impact on the public, nearby properties, or their development will result from the approval of this variance.*

*The character of the area will remain that of a forested natural preserve and park area. Landscape improvements in the ROW area along NW Cornell will provide adequate visual screening of the parking area and provide the visual continuity that is consistent with the intent of the yard requirement.*

*Both the public and adjoining properties will benefit from the proposed placement of these improvements providing for the minimal disturbance to the hillside and natural area drainageway to the south and east.*

*Given the physical constraints of the site, the parking area was designed for the maximum possible parking to provide for increased traffic safety and reduce off-site parking in the area. Both will provide additional public benefit.*

*The adjoining property to the east is more than 80 feet from the location of these improvements. The property to the west is steeply sloped along the majority of its frontage along NW Cornell. No impact on their development can be anticipated from the approval of this variance.*

**Staff Comment:** Staff concurs that the proposal, as conditioned, meets this approval criteria.

***B(4) The granting of the variance will not adversely affect the realization of the Comprehensive Plan nor will it establish a use which is not listed in the underlying zone.***

*"The proposed use is an allowed conditional use in the MUF zone.*

*The realization of the Comprehensive Plan will be unaffected by the approval of this variance. Its approval will provide for the maximum area of this site to be retained in forest use than would otherwise be possible given the topographical constraints of the site. This is consistent with the designation of this site for multiple forest uses. The proposed use is an accessory use to a community service use that manages and maintains over 160 acres of natural forest preserve in this area."*

**Staff Comment:** Staff concurs that the proposal, as conditioned, meets this approval criteria.

## CONCLUSIONS

1. Based on the findings above, the proposal, as conditioned, satisfies approval criteria for an expanded Community Service Use.
2. Based on the findings above, the proposed parking area design, as conditioned, satisfies approval criteria for a Major Variance from the required yard and landscape area dimensions along NW Cornell Road.
3. Conditions of approval are necessary to minimize potential adverse impacts from the use and assure compatibility with surrounding land uses.
4. *THE COMMENTS OF THE APPLICANT AND STAFF AS THEY APPEAR HEREIN ARE ADOPTED.*

Signed May 4, 1992



By Paul Norr, Hearings Officer

Filed With the Clerk of the Board on May 14, 1992

### Appeal to the Board of County Commissioners

Any person who appears and testifies at the Planning Commission hearing, or who submits written testimony in accord with the requirements on the prior Notice, and objects to their recommended decision, may file a Notice of Review with the Planning Director on or before 4:30 PM. on Monday, May 25, 1992 on the required Notice of Review Form which is available at the Planning and Development Office at 2115 SE Morrison Street.

*The Decision on this item will be reported to the Board of County Commissioners for review at 9:30 a.m. on Tuesday, May 26, 1992 in Room 602 of the Multnomah County Courthouse. For further information call the Multnomah County Planning and Development Division at 248-3043.*

DECISION

May 4, 1992

20

CS 6-92/HV 8-92

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Hearings Officer Decision of May 4, 1992

BCC Informal _____	BCC Formal _____
(date)	(date)
DEPARTMENT _____	DIVISION _____
DES	Planning
CONTACT _____	TELEPHONE _____
Sharon Cowley	2610
PERSON(S) MAKING PRESENTATION	Planning Staff

ACTION REQUESTED:

☐ INFORMATIONAL ONLY      ☐ POLICY DIRECTION      ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 1 Minute

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: <sup>XX</sup>

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

CU 7-92    Review the Decision of the Hearings Officer of May 4, 1992,  
              approving, subject to conditions, development of a 2.07-acre  
              Lot of Record with a non-resource related single family dwelling  
              for property located at 8575 SE Rodlun Road

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Or

DEPARTMENT MANAGER

(All accompanying documents must have required signatures)

830000 OF  
 COUNTY OF CLATSOP  
 1992 MAY 20 AM 10:56  
 MULTNOMAH COUNTY  
 OREGON



**Department of Environmental Services  
Division of Planning and Development  
2115 S.E. Morrison Street  
Portland, Oregon 97214 (503) 248-3043**

**Decision**

This Decision consists of Conditions, Findings of Fact and Conclusions

**May 4, 1992**

**CU 7-92, #544**

**Conditional Use Request  
(Non-Resource Related Single Family Dwelling)**

**Line 2.**

Applicant requests Conditional Use approval for a non-resource related single family dwelling on this 2.07 acre Lot of Record in the MUF-19 zoning district..

**Location:** 8575 SE Rodlun Road

**Legal:** Tax Lot'94', Section 21, 1S-3E, 1991 Assessor's Map

**Site Size:** 2.07 acres'

**Size Requested:** Same

**Property Owner:** Michael & Jill Partridge  
4050 SE 15th Court, Gresham 97080

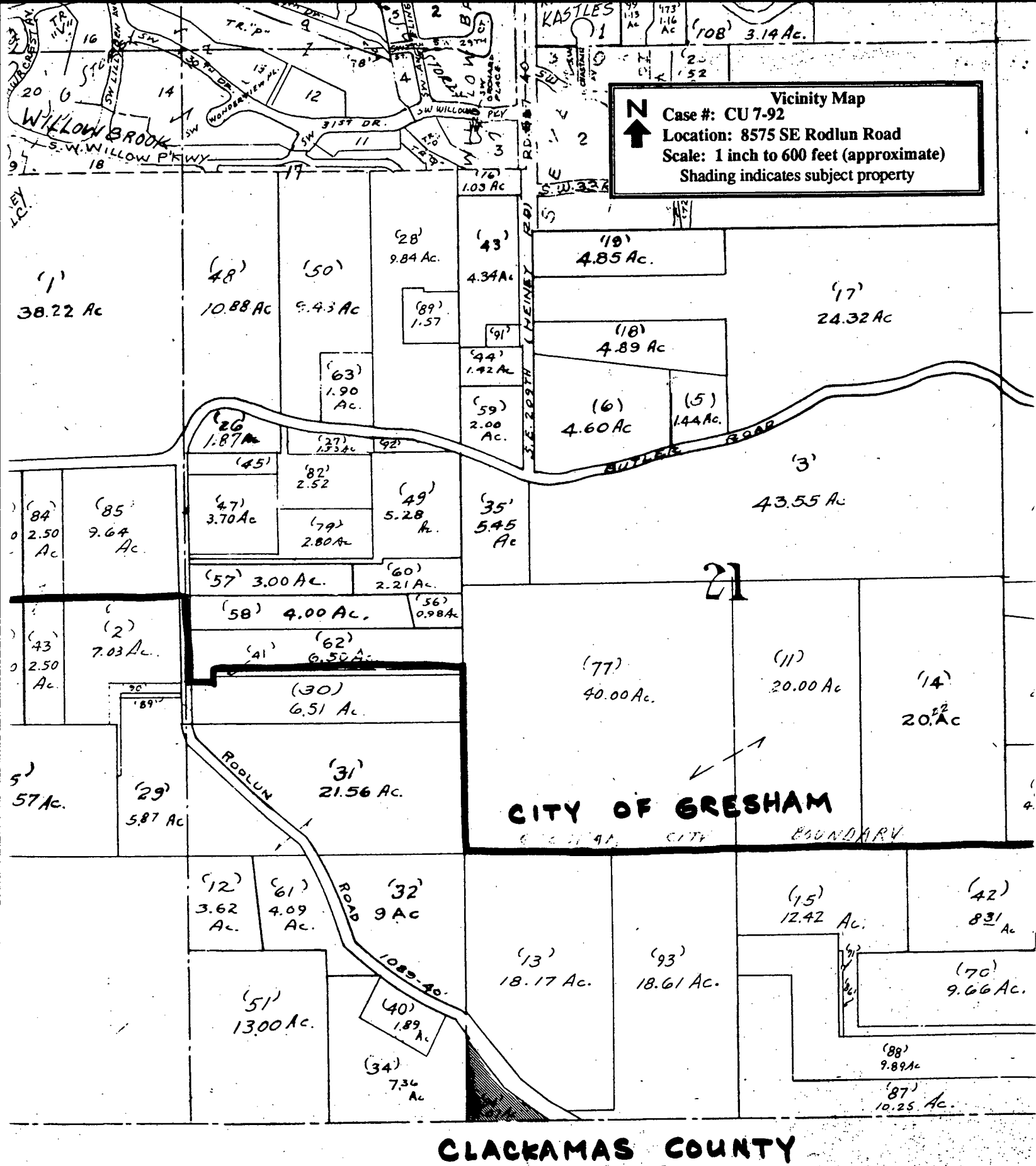
**Applicant:** Same

**Comprehensive Plan:** Multiple Use Forest

**Present Zoning:** MUF-19

**Hearings Officer**

**Decision:** Approve, subject to conditions, development of this 2.07-acre Lot of Record with a non-resource related single family dwelling, based on the following Findings and Conclusion.





**Zoning Map**

Case #: CU 7-92

Location: 8575 SE Rodlun Road

Scale: 1 inch to 200 feet (approximate)

Shading indicates subject property

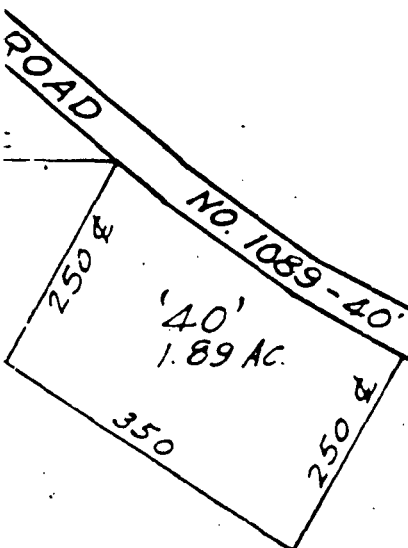
**CITY OF GRESHAM**

**MUF -19**

'32'  
9.00 AC.

'13'  
18.17 Ac.

'93'  
18.61 Ac.



RODLUN ROAD

'34'  
7.36 AC.

'94'  
2.07 AC.

660

**CLACKAMAS  
COUNTY**



## CONDITIONS OF APPROVAL:

1. Prior to the issuance of building permits, the property owner shall provide the Land Development Section with a copy of the recorded restrictions required under MCC 11.15.2172(A)(5). A prepared blank copy of this deed restriction is available at the Land Development Offices.
2. Satisfy the requirements of Engineering Services regarding any further improvements of SE Rodlun Road.
3. Prior to any site clearing or grading, obtain a *Hillside Development and Erosion Control Permit* pursuant to MCC .6700-6730 if applicable. Contact Mark Hess at 248-3043 for application materials.
4. The final site plan shall demonstrate compliance with the Residential Use Development Standards of MCC .2194.

## FINDINGS OF FACT:

### 1. Applicant's Proposal:

The applicant requests Hearings Officer approval to develop the above described 2.07 acre Lot of Record with a non-resource related single family dwelling.

### 2. Ordinance Considerations:

A. A non-resource related single family dwelling is permitted in the MUF zoning district as a Conditional Use [MCC .2172(C)] where it is demonstrated that:

- (1) The lot size shall meet the standard of MCC 11.15.2178(A) or .2182(A) to (C).
- (2) The land is incapable of sustaining a farm or forest use, based upon one of the following:
  - a) A Soil Conservation Service Agriculture Capability Class of IV or greater for at least 75% of the lot area, and physical conditions insufficient to produce 50 cubic feet/acre/year or any commercial trees species for at least 75% of the area;
  - b) Certification by the Oregon State University Extension Service, the Oregon Department of Forestry, or a person or group having similar agricultural and forestry expertise, that the land is inadequate for farm and forest uses and stating the basis for the conclusions; or
  - c) The lot is a Lot of Record under MCC 11.15.2192(A) through (C) and is ten acres or less in size.
- (3) A dwelling, as proposed, is compatible with the primary uses as listed in MCC 11.15.2168 on nearby property and will not interfere with the resources or the resource management practices or materially alter the stability of the overall land use pattern of the area.

- (4) The dwelling will not require public services beyond those existing or programmed for the area.
  - (5) The owner shall record with the Division of Records and Elections a statement that the owner and the successors in interest acknowledge the rights of owners of nearby property to conduct accepted forestry or farming practices.
  - (6) The dwelling will be located outside a big game winter habitat area as defined by the Oregon Department of Fish and Wildlife, or that agency has certified that the impacts are acceptable.
- B. A residential use located in the MUF district after August 14, 1980 shall comply with the following:
- (1) The fire safety measures outlined in the "Fire Safety Considerations for Development in Forested Areas", published by the Northwest Inter-Agency Fire Prevention Group, including at least the following:
    - a) Fire lanes at least 30 feet wide shall be maintained between a residential structure and an adjacent forested area;
  - (2) An access drive at least 16 feet wide shall be maintained from the property access road to any perennial water source on the lot or an adjacent lot;
  - (3) The dwelling shall be located in as close proximity to a publicly maintained street as possible, considering the requirements of MCC 11.15.2058(B). The physical limitations of the site which require a driveway in excess of 500 feet shall be stated in writing as part of the application for approval;
  - (4) The dwelling shall be located on that portion of the lot having the lowest productivity characteristics for the proposed primary use, subject to the limitations of subpart #3 above;
  - (5) Building setbacks of at least 200 feet shall be maintained from all property lines, wherever possible, except:
    - a) a setback of 30 feet or more may be provided for a public road, or
    - b) the location of dwelling(s) of adjacent lots at a lesser distance which allows for clustering of dwellings or sharing of access;
  - (6) The dwelling shall comply with the standards of the Uniform Building Code or as prescribed in ORS 446.002 through 446.200, relating to mobile homes;
  - (7) The dwelling shall be attached to a foundation for which a building permit has been obtained;
  - (8) The dwelling shall have a minimum floor area of 600 square feet; and

- (9) The dwelling will be located outside a big game winter habitat area as defined by the Oregon Department of Fish and Wildlife or that agency has certified that the impacts will be acceptable.

### 3. Site and Vicinity Characteristics:

The subject property is a Lot of Record of 2.07 acres located on the south side of SE Rodlun Road at the county line. The property is vegetated with a mixture of conifer and deciduous trees. The property is not within a designated big game winter habitat area.

Properties in the surrounding area range in size from nearly two acres to 40 acres in size. Most of the lots are developed with rural residences. The City of Gresham is located 800 feet to the north.

The tentative site plan indicates compliance with the Residential Location Standards of the MUF zone. Condition #4 insures that all standards will be met before any development permits are issued on the property. Water will be provided by private well, and the property will have to be tested for subsurface sewage disposal. Telephone and power facilities are available along the Rodlun Road frontage.

### 4. Compliance With Ordinance Considerations:

The applicant provides the following responses (in *italic*) to the applicable approval criteria:

**COMPLIANCE WITH SPECIFIC CONDITIONAL USE APPROVAL CRITERIA MCC  
11.15.7172(C) specifies the following approval criteria:**

1. Lot Size Requirements

*The property is an 2.07 acre Lot of Record.*

2. Land Incapable of Sustaining Farm or Forest Use

*The lot is a Lot of Record and is ten acres or less in size.*

3. Dwelling Compatible with Primary Uses in the Area

*Adjacent lot to the North and East sustains a Single Family Dwelling; adjacent lot to the West residential access road and timber; adjacent lot to the South Timber and no dwelling.*

**Staff Comment:** Surrounding parcels range from 1.89 to twenty acres in size; non of them are used for commercial forestry purposes. There are two non-resource related residences on properties immediately to the north, and one more to the west. The residence on the 18.17 acre lot to the east is associated with livestock raising.

4. Public Services Other than Those Existing not Required

*County maintained Rodlun Road borders this lot. Fire Protection is provided by Boring Fire District #59, GTE will provide phone services, PGE will provide electrical services. Electrical and phone services will be extended approx.. 100ft. to the site. Water/Septic/Drainfield will also be needed.*

5. Owner Record Acknowledgment of Forestry or Farming Practices

*The owner agrees to this condition.*

6. Residential Use Development Standards

MCC 11.15.2194 establishes the following standards which apply to a residential use located in the MUF District after 8/14/80:

A. Fire Safety Measures

*The owner agrees to provide sufficient fire lanes and water supply to prevent forest fire from spreading to adjacent forested areas.*

B. Access Drive to Water Source

*The owner agrees to supply this 16 foot wide access.*

C. Dwelling Located Close to a Publicly Maintained Street and Driveway

*The dwelling will be located approx. 100ft. from a publicly maintained street and will not require a driveway in excess of 500 ft.*

D. Dwelling Location on Lot Portion Having Lowest Productivity

*This lot is incapable of sustaining a farm or forest use based upon it being a Lot of Record and is under ten acres.*

**Staff Comment:** By ordinance definition, this property is not considered to have any resource potential.

F. Building Setbacks of at least 200 Feet When Possible.

*Building setback will be approx. 100ft from a public road and will have sufficient setback from all other property lines.*

G. Building Code Standards

*The owner agrees to conform with the building codes relating to mobile homes.*

H. The dwelling shall be attached to a foundation for which a building permit has been obtained.

*The owner agrees to attach any mobile home to a foundation and obtain a building permit.*

I. The dwelling shall have a minimum floor area of 600 square feet.

*The owner agrees to have a minimum floor space of at least 600 sq.ft. relating to mobile homes.*

J. The dwelling shall be located outside of a big game habitat area as defined by the Oregon Department of Fish and Wildlife or that agency has certified that the impacts will be acceptable.

*The dwelling will not be located in a big game winter habitat.*

**Staff Comment:** The staff concurs with the applicant's analysis of compliance with the applicable approval criteria.

### **CONCLUSIONS:**

1. The property is a Lot of Record of less than ten acres in size; thereby, incapable of sustaining a farm or forest use.
2. Conditions are necessary to insure compliance with all Code provisions.
3. The applicant has carried the burden necessary for the approval of a non-resource related single family dwelling in the MUF-19 zoning District.

**IN THE MATTER OF CU 7-92:**

*THE COMMENTS OF THE APPLICANT AND STAFF  
ARE ADOPTED.*

May 4, 1992



Paul Norr, Hearings Officer

Filed with Clerk of the Board on May 14, 1992

**Appeal to the Board of County Commissioners**

Any person who appears and testifies at the Planning Commission hearing, or who submits written testimony in accord with the requirements on the prior Notice, and objects to their recommended decision, may file a Notice of Review with the Planning Director on or before 4:30 p.m. Monday, May 25, 1992 on the required Notice of Review Form which is available at the Planning and Development Office at 2115 SE Morrison Street.

*The Decision in this item will be reported to the Board of County Commissioners for review at 9:30 a.m. on Tuesday, May 26, 1992 in Room 602 of the Multnomah County Courthouse. For further information call the Multnomah County Planning and Development at 248-3043.*

Meeting Date: May 26, 1992

Agenda No.: P-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Hearings Officer Decision of May 4, 1992

BCC Informal (date) BCC Formal May 26, 1992 (date)  
DEPARTMENT DES DIVISION Planning  
CONTACT Sharon Cowley TELEPHONE 2610  
PERSON(S) MAKING PRESENTATION Planning Staff

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 1 Minute

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: xx

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

CU 14-90a Review the Decision of the Hearings Officer of May 4, 1992, approving, subject to conditions, request for renewal of the Conditional Use approval granted on July 9, 1990 for a non-resource related single family dwelling on this 3.0-acre Lot of Record, for property located at 12485 NW Skyline Blvd.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Or

DEPARTMENT MANAGER

Betsy Williams

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1992 MAY 20 AM 10:56



**Department of Environmental Services  
Division of Planning and Development  
2115 S.E. Morrison Street  
Portland, Oregon 97214 (503) 248-3043**

**Decision**

This Decision consists of Conditions, Findings of Fact and Conclusions

**May 4, 1992**

**CU 14-90a, #75**

**Conditional Use Request  
(Non-Resource Related Single Family Dwelling)**

**Line 3.**

Applicant requests renewal of the Conditional Use approval granted on July 9, 1990 for a non-resource related single family dwelling on this 3.00 acre Lot of Record in the EFU-38 zoning district.

**Location:** 12485 NW Skyline Blvd.

**Legal:** Tax Lot'29', Section 36, 2N-2W, 1991 Assessor's Map

**Site Size:** 3.00 acres'

**Size Requested:** Same

**Property Owner:** Robert & Betty Krueger  
1314 Pike NE, Auburn, WA 98002

**Applicant:** Land Development Consultants  
233 SE Washington Street, 97123

**Comprehensive Plan:** Exclusive Farm Use

**Present Zoning:** EFU-38

**Hearings Officer**

**Decision:** Approve, subject to conditions, request for renewal of the Conditional Use approval granted on July 9, 1990 for a non-resource related single family dwelling on this 3.00 acre Lot of Record, based on the following Findings and Conclusion.



**MUF -19**

'25'

'35'



**Zoning Map**

Case #: CU 14-90a

Location: 12485 NW Skyline Blvd.

Scale: 1 inch to 600 feet, (approximate)

Shading indicates subject property

**MUF -19**

'16'

11.83 Ac.

'24'

6.17 Ac.

'10'

24.30 Ac.

'2'

19.29 Ac.

'33'

18.29 Ac.

'30'

303 Ac.

**EFU**

**MUF -19**

'6'

77.54 Ac.

**EFU**

'25'

25.91 Ac.

**MUF -19**

'7'

41.69 Ac.

'37'

10.00 Ac.

'40'

10.00 Ac.

'8'

19.10 Ac.

**MUA-20**

22

28

21

23

26

25

**MUA-20**

**MUA-20**

**RR**

13

**RR**

16

15

13

'36'

8.68 Ac.

'9'

2.92 Ac.

'39'

10.18 Ac.

'38'

8.79 Ac.

**MUF-1**

'27'

22.40 Ac.

**MUF -1**

'35'

34.23 Ac.

'10'

32.14 Ac.

**EFU**

'24'

3.0 Ac.

**EFU**

BAYNE SUBURBAN FARMS

39

38

8

17

40

41

42

43

14

10

12

11

9

NW SKYLINE BLVD

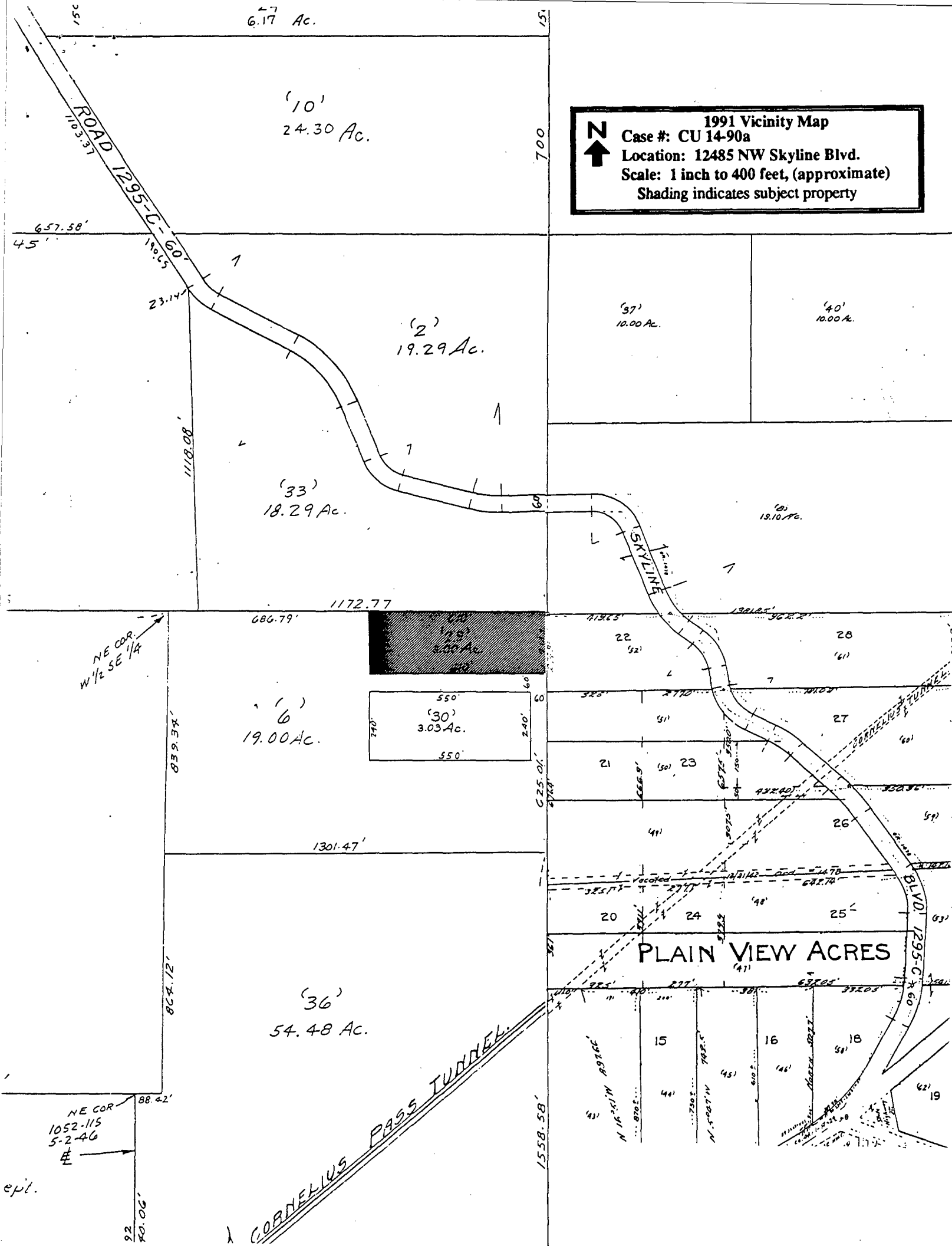
CORNELIUS PASS ROAD

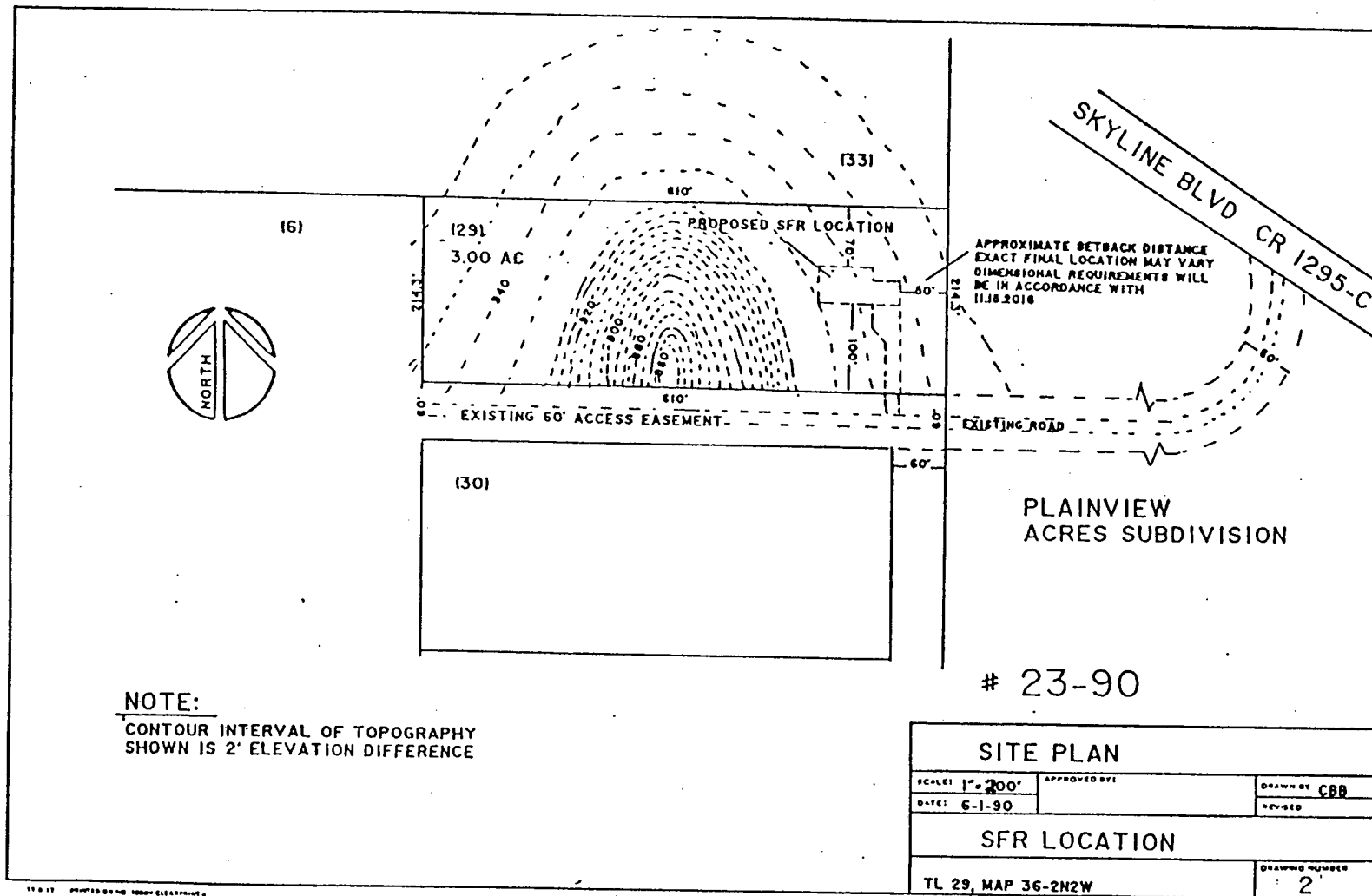
CORNELIUS PASS TUNNEL

PLAIN VIEW ACRES

OLD CORNELIUS PASS RD

SKYLINE BLVD





CU 14-90a

## CONDITIONS OF APPROVAL:

1. Prior to the issuance of building permits, the property owner shall provide the Land Development Section with a copy of the recorded restrictions required under MCC 11.15.2172(A)(5). A prepared blank copy of this deed restriction is available at the Land Development Offices.
2. Satisfy the requirements of Engineering Services regarding any further improvements of NW Skyline Blvd..
3. Prior to any site clearing or grading, obtain a *Hillside Development and Erosion Control Permit* pursuant to MCC .6700-6730 if applicable. Contact Mark Hess at 248-3043 for application materials.
4. The final site plan shall demonstrate compliance with the Residential Use Development Standards of MCC .2194.

## FINDINGS OF FACT:

### 1. Applicant's Proposal:

Applicant requests renewal of the Conditional Use approval granted on July 9, 1990 for a non-resource related single family dwelling on this 3.00 acre Lot of Record in the EFU-38 zoning district.

### 2. Ordinance Considerations:

MCC 11.15.2012(B)(2) permits a non-resource related single family dwelling in the EFU zoning district as a Conditional Use where it is demonstrated that the dwelling on a Lot of Record:

- (a) Is compatible with farm uses described in paragraph (A) of subsection (2) of ORS 215.203 and is consistent with the intent and purposes set forth in ORS 215.243;
- (b) Does not interfere seriously with accepted farming practices, as defined in paragraph (c) of subsection (2) of ORS 215.203, on adjacent lands devoted to farm use;
- (c) Does not materially alter the stability of the overall land use pattern of the area;
- (d) Is situated upon generally unsuitable land for the production of farm crops and livestock, considering the terrain, adverse soil or land conditions, drainage and flooding, vegetation, location and size of the tract;
- (e) Complies with subparts (1), (2) and (3) of MCC .2010(A)(3) if constructed off-site;
- (f) Complies with such other conditions as the Hearings Officer considers necessary to satisfy the purposes of MCC .2002;

- (g) Construction shall comply with the standards to the Building Code or as prescribed under ORS 446.002 through 446.200, relating to mobile homes;
- (h) The dwelling shall be attached to a foundation for which a building permit has been obtained; and
- (i) The dwelling shall have a minimum floor area of 600 square feet.
- (j) The owner shall record with the Division of Records and Elections a statement that the owner and successors in interest acknowledge the rights of nearby property owners to conduct accepted farming and forestry practices.
- (k) The applicant shall provide evidence that all additional taxes and penalties, if any, have been paid if the property has been receiving special assessment as described in ORS 215.236(2). In the alternative, the Approval Authority may attach conditions to any approval to insure compliance with this provision.

### 3. Site and Vicinity Characteristics:

The subject property is a Lot of Record of 3.00 acres located easterly and southerly of Skyline Blvd. approximately one-half mile north of Cornelius Pass Highway. The westerly and easterly thirds of the property are gently sloping, while the center one-third is in extreme slope (nearly 30% slope).. The property is not within a designated big game winter habitat area. Water will be provided by private well, and the property will have to be tested for subsurface sewage disposal. Telephone and power facilities are available along the Skyline Road frontage. Approval of a Conditional Use for a non-resource related single family dwelling was granted for this property on July 9, 1990

### 4. Compliance With Ordinance Considerations:

The applicant provides the following proposed findings in response (in *italic*) to the applicable approval criteria:

#### *INTRODUCTION*

*This is a request for a two-year time extension on the approval noted above.*

*The reason for the request is that due to family problems, the property owner has been unable to undertake any development on the property to date and may not be able to begin substantial improvements prior to the expiration of the original approval.*

*The appended material includes a copy of the original application along with the decision and recommendation of the County planning staff and the final decision of the Board of County Commissioners.*

*The only alteration to the area conditions since the date of approval is the completion of the modification to the nearby intersection of Cornelius Pass Road and Skyline Blvd.*

## **FINDINGS**

### **Finding No. 1: Section 11.15.2012, Conditional Uses**

*The following use has been listed as being permitted when found by the approval authority to satisfy the applicable standards of this Chapter including the provisions of MCC.7105 to 7865:*

*(B) Residential use, not in conjunction with farm use, consisting of a single-family dwelling, including a mobile or modular home. The lot shall be a lot of record under MCC.2018 or, if otherwise below the minimum lot size, be divided under the applicable provisions of MCC.11.45, Land Divisions. The Hearings Officer should find that the dwelling on the lot as proposed:*

*(a) is compatible with farm uses described in paragraph (a) of subsection (2) of ORS 215.203 and is consistent with the intent and purposes set forth in ORS 215.243;*

*(b) Does not interfere seriously with accepted farming practices, as defined in paragraph (c) of subsection (2) of ORS 215.203, on adjacent lands devoted to farm use;*

*(c) Does not materially alter the stability of the overall land use pattern of the area;*

*(d) Is situated upon generally unsuitable land for the production of farm crops and livestock, considering the terrain, adverse soil or land conditions, drainage and flooding, vegetation, location, and size of the tract;*

*(e) Complies with sub-parts (1), (2) and (3) of MCC.2010(A) if constructed off-site;*

*(f) Complies with such other conditions as the Hearings Officer considers necessary to satisfy the purpose of the MCC.2002;*

*(g) Construction shall comply with the standards to the building code or as prescribed under ORS 446.002 through 446.200, relating to mobile homes;*

*(h) Building shall be attached to a foundation for which a building permit has been obtained; and*

*(i) The building shall have a minimum floor area of 600 square feet.*

### **Finding No. 2: Section 11.15.2018, Lot of Record**

*(A) For the purposes of this District, a lot of record is a parcel of land:*

*(1) For which a deed or other instrument dividing land was recorded with the Department of Administrative Services, or was in recordable form, prior to August 14, 1980; and*

*(2) Which, when established, satisfied all applicable laws.*

*(B) A lot of record which has less than the area or front lot line minimum required may be occupied by any permitted or approved use when in compliance with the other requirements of this District.*

*parcels of land which are contiguous and in which greater than possessory interest are held by the same person, partnership or business entity, shall be aggregated to comply as nearly as possible with the area or front lot line minimum of this District. The word contiguous shall refer to parcels of land which have any common boundary and shall include, but not be limited to, parcels separated only by an alley, street or other right-of-way.*

*(2) Nothing in this sub-part shall be deemed to alter or amend the other provisions of this Chapter.*

*Finding No. 3:*

*Tax Lot 29 was created March 12, 1975 and a deed recorded in Book 1031, Page 428 and when created satisfied all applicable laws. The parcel is therefore classified as a lot of record.*

*Finding No. 4:*

*The property owners of Tax Lot 29 do not hold any possessory interests on parcels of land which are contiguous.*

*Finding No. 5:*

*Section 11.15.2026 Access requires that any lot in this District shall abut a street, or shall have other access determined by the Hearings Officer to be safe and convenient for pedestrians and for passenger and emergency vehicles.*

*Finding No. 6:*

*Tax lot 29 is provided access to Skyline Boulevard via a 60 foot easement and existing roadway as noted in the deed recorded within Book 1031, Page 428. The existing roadway will be improved or reconstructed to provide safe and convenient use and will be constructed to Fire Marshal standards for emergency vehicles.*

*Finding No. 7:*

*Public utilities consisting of electricity, natural gas and telephone services are available along Skyline Road. Multnomah District No. 20 provides fire protection services. Portland School District No. 1 provides educational services for residents of the proposed residence.*

*Finding No. 8:*

*Existing single family residences within Plain View Acres to the east of the subject property, Tax Lot 6 directly abutting the property and other dwellings within the immediate area adjacent to Skyline Road to the north of the subject property are intermixed with existing farm uses occur-*

ring on the site of the property or adjacent properties. The proposed single family residence within Tax Lot 29 will follow development patterns within the area related to the intermixing of residences with farm use and, therefore, should be considered compatible with farm uses as described in ORS 215.203.

*Finding No. 9:*

*The farm production of small grains (wheat) conducted within Tax Lot 6 directly abuts the subject property. The production of grass hay within Tax Lot 33 directly north of and abutting the subject property are the two major farm use activities occurring that may be affected by a single family dwelling within Tax Lot 29. The proposed location of a dwelling within Tax Lot 29 will conform to setback requirements of the District to assist in reducing any direct impact to those adjacent farm uses.*

*Finding No. 10:*

*The overall land use pattern within the area adjacent to the proposed dwelling within Tax Lot Z9 consists of rural residential and active farm use intermixed. The proposed single family dwelling within Tax Lot 29 is consistent with the intermixing of land uses within the immediate area and, therefore, will not alter the stability of the overall land use pattern in the area in accordance with 11.15.2012(B)(3)(c).*

*Finding No. 11:*

*The subject property contains Cascade Silt Loam on slopes ranging from 8-30%. Cascade Silt Loam Classification 7D containing slopes ranging from 15-30% occupies the center one-third area of the total parcel.-This soil has a classification of IVe. The soil survey of Multnomah County prepared by the Soil Conservation Service states "This soil is poorly suited to farming". Therefore, because of the location of the poorly suited soil separates existing Class III soils within the property boundaries, the ability to reasonably and prudently farm the subject property is extremely limited because of adverse soil or land conditions and size of the remaining farmable land within that tract.*

**CONCLUSION**

*Based on the above, this application for a single family residence not used in conjunction with farm use, complies with the conditions as set forth in 11.15.2002 and 11.15.2012(A)(3) of the Multnomah County Development Code.*

**Staff Comment:** The staff concurs with the applicant's analysis of compliance with the applicable approval criteria.



## CONCLUSIONS:

1. The property is a Lot of Record of less than ten acres in size; thereby, incapable of sustaining a farm or forest use.
2. Conditions are necessary to insure compliance with all Code provisions.
3. The applicant has carried the burden necessary for the approval of a non-resource related single family dwelling in the ~~MUF-19~~ zoning District.

EFU-38

*THE COMMENTS OF THE APPLICANT AND  
STAFF ARE ADOPTED.*

May 4, 1992



Paul Norr, Hearings Officer

Filed with Clerk of the Board on May 14, 1992

### Appeal to the Board of County Commissioners

Any person who appears and testifies at the Planning Commission hearing, or who submits written testimony in accord with the requirements on the prior Notice, and objects to their recommended decision, may file a Notice of Review with the Planning Director on or before 4:30 p.m. Monday, May 25, 1992 on the required Notice of Review Form which is available at the Planning and Development Office at 2115 SE Morrison Street.

*The Decision in this item will be reported to the Board of County Commissioners for review at 9:30 a.m. on Tuesday, May 26, 1992 in Room 602 of the Multnomah County Courthouse. For further information call the Multnomah County Planning and Development at 248-3043.*

DECISION

May 4, 1992

**ANNOTATED MINUTES**

*Tuesday, May 26, 1992 - 9:30 AM  
Multnomah County Courthouse, Room 602*

**PLANNING ITEMS**

*Chair Gladys McCoy convened the meeting at 9:30 a.m., with Vice-Chair Sharron Kelley, Commissioners Pauline Anderson and Gary Hansen present, and Commissioner Rick Bauman arriving at 9:35 a.m.*

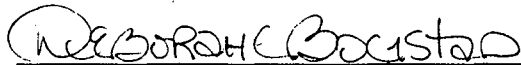
*The Following May 4, 1992 Decisions of the Planning and Zoning Hearings Officer are Reported to the Board of County Commissioners for Review and Request for Approval by Board Order:*

- P-1      CS 6-92 and  
          HV 8-92      *APPROVE, SUBJECT TO CONDITIONS, a Community Service Use Designation for the Audubon Society Center Accessory Uses; and*  
                          *APPROVE, SUBJECT TO CONDITIONS, a Variance for the Parking Area Placement, all for Property Located at 5151 NW CORNELL ROAD.*
- P-2      CU 7-92      *APPROVE, SUBJECT TO CONDITIONS, Development of a 2.07 Acre Lot of Record with a Non-Resource Related Single Family Dwelling in the MUF-19 Zone, for Property Located at 8575 SE RODLUN ROAD.*
- P-3      CU 14-90a      *APPROVE, SUBJECT TO CONDITIONS, a Request for Renewal of the Conditional Use Approval Granted on July 9, 1990 for a Non-Resource Related Single Family Dwelling on a 3.00 Acre Lot of Record in the EFU-38 Zone, for Property Located at 12485 NW SKYLINE BLVD.*

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED  
BY COMMISSIONER HANSEN, ITEMS P-1 THROUGH P-3  
WERE UNANIMOUSLY APPROVED.**

*There being no further business, the planning meeting was adjourned at 9:35 a.m.*

**OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON**



**Deborah L. Bogstad**

*Tuesday, May 26, 1992 - 9:40 AM  
Multnomah County Courthouse, Room 602*

**BOARD BRIEFINGS**

**AT THE REQUEST OF CHAIR McCOY, CHARLES CIECKO  
BRIEFED THE BOARD ON A DROWNING INCIDENT  
SUNDAY AFTERNOON AT OXBOW PARK, IN AN AREA**

**POSTED NO SWIMMING, AND RESPONDED TO BOARD QUESTIONS.**

- B-1 *Discussion on the Executive Summary of the Metropolitan Greenspaces Master Plan and Potential Bond Measure Referral to Establish a Fund for the Acquisition of Greenspaces. Presented by Mel Huie, Charles Ciecko and R. Scott Pemble.*

**CHARLES CIECKO, MEL HUIE AND SCOTT PEMBLE PRESENTATION AND RESPONSE TO BOARD QUESTIONS. METRO DECISION REGARDING VOTER REFERRAL FOR NOVEMBER BALLOT TO BE MADE BY JULY 23, 1992. COMMISSIONER ANDERSON SUGGESTED THAT METRO PURSUE DEVELOPMENT OF A 40 MILE LOOP TRAIL. COUNTY STAFF DIRECTED TO LOOK INTO USE OF JUVENILE JUSTICE DIVISION CLIENT LABOR FOR PARK PROJECTS.**

- B-2 *Briefing in the Matter of Revision of Multnomah County Adult Care Home Licensing Rules. Presented by Steve Balog.*

**JIM McCONNELL AND STEVE BALOG PRESENTATION AND RESPONSE TO BOARD QUESTIONS. STAFF ADVISED THAT 3 OR 4 PUBLIC HEARINGS WILL BE HELD AND ANY APPEALS WILL BE BROUGHT BEFORE THE BOARD PRIOR TO ADOPTION OF MOSTLY STATE MANDATED RULES AND REGULATIONS. VICE-CHAIR KELLEY REQUESTED MINUTES OF THE PUBLIC HEARINGS. STAFF DIRECTED TO RESEARCH INCREASED USER/OPERATOR FEES TO HELP DEFRAID COSTS OF IMPLEMENTING NEW REQUIREMENTS AND PROVIDING SERVICES TO ADULT FOSTER CARE FACILITIES.**

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*Tuesday, May 26, 1992 - 10:30 AM  
Multnomah County Courthouse, Room 602*

**REGULAR MEETING**

*Chair Gladys McCoy convened the meeting at 10:40 a.m., with Vice-Chair Sharron Kelley, Commissioners Pauline Anderson, Rick Bauman and Gary Hansen present.*

**CONSENT CALENDAR**

**UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-6) WAS UNANIMOUSLY APPROVED.**

**JUSTICE SERVICES**

**SHERIFF'S OFFICE**

- C-1 *Package Store/Add Partner Liquor License Renewal Application Submitted by the Sheriff's Office with Recommendation for Approval for the 7-ELEVEN STORE #16710 at 1705 SE 122nd*
- C-2 *Ratification of a Memorandum of Agreement Addendum Between the Oregon Public Utility Commission and Multnomah County, Providing Increased Revenue for Sheriff's Office Motor Carrier Safety Unit to Enforce Commercial Motor Vehicle Safety Rules and Regulations for the Period October 1, 1991 to September 30, 1992*

DEPARTMENT OF HEALTH

- C-3 *Ratification of Revision No. 6 to the Intergovernmental Agreement Between Multnomah County and Oregon Health Division, Providing a \$73,423 Increase in Grant Funds Awarded to Multnomah County for Various Programs for the Period July 1, 1992 to June 30, 1993*

DEPARTMENT OF SOCIAL SERVICES

- C-4 *Ratification of Amendment No. 1 to the Intergovernmental Agreement Between Multnomah County and Portland Public School District No. 1, Reflecting a \$2,735 Increase in Prevention/Early Intervention Funds, Providing Alcohol and Drug-Free Alternatives for Students for the Period April 1, 1992 to June 30, 1992*
- C-5 *Ratification of Amendment No. 2 to the Intergovernmental Agreement Between Multnomah County and Portland Employment Project-Portland Community College, Reflecting a \$1,896.52 Increase in State Funds to Provide Services for Three High School Transition Project Clients of the Developmental Disabilities Program for the Period June 1, 1992 to June 30, 1992*
- C-6 *Ratification of Amendment No. 3 to the Intergovernmental Agreement Between Multnomah County and Reynolds School District No. 7, Reflecting a \$2,460 Increase in State Funds to Provide Early Intervention Services for Two Clients of the Developmental Disabilities Program for the Period April 1, 1992 to June 30, 1992*

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 *In the Matter of Recognition of Employee BOB POTTS for 38 Consecutive Years of Service with Multnomah County*

**CHAIR McCOY PRESENTED BOB POTTS WITH A CERTIFICATE OF APPRECIATION ON BEHALF OF MULTNOMAH COUNTY. BOARD ACKNOWLEDGED. MR. POTTS COMMENTS IN RESPONSE.**

- R-2 *RESOLUTION in the Matter of Endorsing the "Income Foregone" Proposal of the Association of Oregon and California (O & C) Counties*

**COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-2. FRED NEAL**

**EXPLANATION. RESOLUTION 92-96 UNANIMOUSLY  
APPROVED.**

- R-3 *RESOLUTION in the Matter of an Election on Proposal No. 3043: Annexation to the City of Portland as a Result of Remonstrance to the Annexation*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER BAUMAN SECONDED, APPROVAL OF R-3. BOARD COMMENTS. PROPOSAL TO BE PLACED ON THE JUNE 30, 1992 BALLOT. RESOLUTION 92-97 UNANIMOUSLY APPROVED.**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-4 *ORDER [DIRECTING SHERIFF'S SALE] in the Matter of the Sale of Property Acquired by Multnomah County Through the Foreclosure of Liens for Delinquent Taxes*

**COMMISSIONER HANSEN MOVED AND COMMISSIONER BAUMAN SECONDED, APPROVAL OF R-4. LARRY BAXTER EXPLANATION AND RESPONSE TO BOARD QUESTIONS. TAX TITLE STAFF TO SET SALE DATE AND PUBLISH NOTICE OF SAME. ORDER 92-98 UNANIMOUSLY APPROVED.**

- R-5 *ORDER in the Matter of the Grant of an ANCHOR EASEMENT for the Installation and Maintenance of Anchors and Guy Wires on County Land at Vance Pit in Section 5, T1S, R3E, WM, Multnomah County, Oregon*

**UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER BAUMAN, ORDER 92-99 WAS UNANIMOUSLY APPROVED.**

**PUBLIC CONTRACT REVIEW BOARD**

*(Recess as the Board of County Commissioners and convene as the Public Contract Review Board)*

- R-6 *Ratification of an Intergovernmental Agreement Between Multnomah County and the Oregon Public Utility Commission, to Allow the Commission to Purchase Herman Miller Furnishings in Accordance with Multnomah County Contract Bid #B43-100-6044*

**UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, R-6 WAS UNANIMOUSLY APPROVED.**

- R-7 *Ratification of an Intergovernmental Agreement Between Multnomah County and the City of Tualatin, to Allow the City to Purchase Herman Miller Furnishings in Accordance with Multnomah County Contract Bid #B43-100-6044*

**UPON MOTION OF COMMISSIONER HANSEN, SECONDED  
BY COMMISSIONER ANDERSON, R-7 WAS UNANIMOUSLY  
APPROVED.**

*(Recess as the Public Contract Review Board and reconvene as the Board of County  
Commissioners)*


**DEPARTMENT OF SOCIAL SERVICES**

R-8      *Ratification of an Intergovernmental Agreement Between Multnomah County and the  
City of Portland, Providing \$200,000 for Implementation of Phase I of the Youth  
Empowerment and Employment Demonstration Project, for the Period June 1, 1992  
to June 30, 1993*

**COMMISSIONER HANSEN MOVED AND COMMISSIONER  
BAUMAN SECONDED, APPROVAL OF R-8. HAL OGBURN,  
LOLENZO POE, JANA McLELLEN AND HANK MIGGINS  
EXPLANATION AND RESPONSE TO BOARD QUESTIONS  
AND SUGGESTIONS. JJD STAFF TO PRESENT PROGRAM  
UPDATE WITHIN THE NEXT THREE MONTHS.  
AGREEMENT UNANIMOUSLY APPROVED.**

*There being no further business, the meeting was adjourned at 11:25 a.m.*

**OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON**

  
Deborah L. Bogstad

Meeting Date: MAY 26 1992

Agenda No.: B-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: MSD Green Spaces Master Plan

BCC Informal May 26, 1992 BCC Formal \_\_\_\_\_  
(date) (date)

DEPARTMENT DES DIVISION Planning/Parks

CONTACT Ciecko/Pemble TELEPHONE 5050/3182

PERSON(S) MAKING PRESENTATION Mel Huie, Charles Ciecko R. Scott Pemble

ACTION REQUESTED:

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 30 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

BRIEF SUMMARY (include statement of rationale for action requested,  
as well as personnel and fiscal/budgetary impacts, if applicable):

Presentation by MSD Staff on the Metro Green Spaces Plan and potential  
Bond measure to establish a fund for the acquisition of green spaces.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL \_\_\_\_\_

Or

DEPARTMENT MANAGER Betsy Williams

(All accompanying documents must have required signatures)

1992 MAY 5 AM 11:56  
HILL COUNTY  
REGISTRATION

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**METROPOLITAN GREENSPACES PROGRAM****A Cooperative Regional System of  
Natural Areas, Open Space, Trails and Greenways  
for Wildlife and People**

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**Greenspaces Master Plan and Bond Measure Referral  
Review and Adoption Schedule  
Key Dates**

The Greenspaces Master Plan will serve as a guiding document for the region in the identification, protection and potential acquisition of open space. The planning process for the Greenspaces Program started in 1988. The Master Plan has been developed in cooperation with the cities, counties, special districts, state and federal agencies, nonprofit conservation organizations, and citizens. More than 200 public meetings and citizen workshops have been held during the past two years as we developed the master plan. Two advisory groups have been meeting during the past two years in assisting Metro put together the plan. The recommendations in the plan reflect direct input from local park and planning departments, as well as citizen input. A series of public workshops were held throughout the region in July 1991, January 1992 and February 1992 to seek recommendations from citizens and local governments.

Metro is also conducting a Greenspaces Financial Study which will make recommendations on how a regional open space system could be established and funded. An acquisition and capital improvement fund could be established if a General Obligation Bond Measure is approved by the voters. An operations and maintenance fund would have to be established from other sources of revenues. The G.O. Bond measure would be outside of the state property tax limitation for local governments of \$10 per \$1,000 assessed valuation. The state property tax measure also prohibits use of G.O. bond proceeds from being used for operational costs.

Metro has the authority to refer a G.O. Bond Measure to the voters of the district. The Metro Council must refer such a measure by ordinance. The November 1992 election would be the date of the bond measure. Metro has been working with local governments, regional and state agencies to gain their input on the financial study and bond measure proposal. Metro is studying a range of \$100-250 million for the bond measure. Pending approval of the measure by the voters, Metro would become a parks provider. For example, some open space lands would be owned and operated by Metro; some by local park providers; others by land trusts; and some would remain in private ownership with conservation easements on them.



The revenues from the regional bond measure would be shared between Metro and the local park providers. The Master Plan draft recommends an 85 percent regional allocation and a 15 percent local allocation. Local park providers could use their funds for any park related acquisition and/or capital improvement. No funds from bond proceeds can be used for park maintenance costs.

A framework outlining "Roles and Responsibilities" between Metro, local park providers, cities, counties, special districts and state and federal agencies is also in the plan. Each city and county needs to know how the proposed regional open space system would work and their relationship to it.

#### **Key Dates**

<b>May 01</b>	<b>Distribute Master Plan and Executive Summary Begin Public Review Process</b>
<b>May-June</b>	<b>Greenspaces Technical and Policy Advisory Committees Review Plan</b>
<b>May-June</b>	<b>Five public workshops/open houses will be held throughout the region to review the plan and solicit citizen and local government input</b>
<b>May-June</b>	<b>Briefings for city councils and county commissions on the plan</b>
<b>May-June</b>	<b>Metro staff reviews and evaluates citizen nominations of greenspaces</b>
<b>June 15</b>	<b>Last day to comment on the plan</b>
<b>June 15- July 01</b>	<b>Metro and its advisory committees review and respond to comments</b>
<b>July</b>	<b>Metro Council Reviews Plan and Bond Measure Referral</b>
<b>July 23</b>	<b>Metro Council Approves Master Plan and Refers Bond Measure</b>
<b>November</b>	<b>General Obligation Bond Measure Election</b>

**For more information or if you have questions, contact:**

*Patrick Lee or Mel Huie  
Greenspaces Staff  
Metropolitan Service District  
2000 S.W. First Ave.  
Portland, OR 97201  
(503) 221-1646*

# Executive Summary of the Metropolitan Greenspaces Master Plan



## METROPOLITAN Greenspaces

*A Cooperative Regional System of Natural Areas,  
Open Space, Trails and Greenways,  
for Wildlife and People*

# Public Review Draft

Metropolitan Service District  
April 1992

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The Metropolitan Service District handles regionwide concerns in the urban areas of Clackamas, Multnomah and Washington counties. Metro is responsible for solid waste management, operation of the Metro Washington Park Zoo, transportation and land-use planning, urban growth boundary management, technical services to local governments and, through the Metropolitan Exposition-Recreation Commission, management of the Oregon Convention Center, Memorial Coliseum, Civic Stadium and Portland Center for the Performing Arts.

**Executive Officer**

Rena Cusma

**Councilors by District are:**

District 1	Susan McLain
District 2	Lawrence Bauer
District 3	Jim Gardner
District 4	Richard Devlin
District 5	Edward Gronke
District 6	George Van Bergen
District 7	Ruth McFarland
District 8	Judy Wyers
District 9	Tanya Collier
District 10	Roger Buchanan
District 11	Ed Washington
District 12	Sandi Hansen

**Greenspaces Planning Staff:**

Andy Cotugno, Planning Director  
Pat Lee, Regional Planning Supervisor  
David Ausherman, Associate Regional Planner  
Mel Huie, Senior Regional Planner  
Ellen Lanier-Phelps, Senior Regional Planner  
Eric Sample, Program Assistant

**Policy Advisory Committee Members:**

Richard Devlin, Metro Councilor & Chair  
Ruth McFarland, Metro Councilor & Vice-Chair  
Sandi Hansen, Metro Councilor  
Judie Hammerstad, Clackamas County Commissioner  
Pauline Anderson, Multnomah County Commissioner  
Eve Killpack, Washington County Commissioner  
Bob Hathaway, Tualatin Hills Park & Recreation District  
Mike Lindberg, City of Portland Commissioner  
H. Wade Byers, Mayor of Gladstone  
Sam Cox, Mayor of Troutdale  
Shirley Huffman, Mayor of Hillsboro  
Mike Houck, Audubon Society of Portland  
Jack Broome, The Wetlands Conservancy  
Anne Nickel, Columbia Corridor Association  
Robert Evans, Robert Evans Company  
Dorothea Lensch, Citizen  
Susan A. Lamb, Citizen  
Dr. Judith Ramaley, President Portland State University  
John Magnano, Clark County Commissioner  
Jane Van Dyke, Intergovernmental Resource Center  
Doug Cottam, Oregon Department of Fish & Wildlife  
Marguerite Nabeta, Oregon State Parks Department  
Russell Peterson, U.S. Fish & Wildlife Service

**Technical Advisory Committee Members:**

Richard Devlin, Metro Councilor and Chair  
Ruth McFarland, Metro Councilor and Vice-Chair  
Jim Sjulín/Dave Yamashita, Portland Parks & Recreation Bureau  
Linda Dobson, Commissioner Lindberg's Office, City of Portland  
Dan Zinzer, Clackamas County Parks  
Roger Brown, North Clackamas Parks & Recreation District  
Jerri Bohard, Clark County Open Space Commission Staff  
Charles Ciecko, Multnomah County Parks  
Hal Bergsma, Washington County Land Use & Transportation  
Jim McElhinny, Tualatin Hills Park & Recreation District  
Kelly Puntene, Vancouver City Manager's Office  
Glenn Lamb, Intergovernmental Resource Center  
Don Robertson, City of Milwaukie Parks & Recreation Dept.  
Julee Conway, City of Gresham Parks  
Paul Hennon, City of Tualatin Parks & Recreation  
Ron Klein, Portland General Electric  
Ivy Frances, CPO #1, Washington County  
Jack Wiles, Oregon Department of Parks & Recreation  
Pat Wright, U.S. Fish & Wildlife Service  
Mike Houck, Audubon Society of Portland  
Barbara Walker, Citizen

## **PRELIMINARY DRAFT:**

# **EXECUTIVE SUMMARY OF THE METROPOLITAN GREENSPACES MASTER PLAN**

### **THE NEED TO PROTECT OPEN SPACE**

An increase of 480,000 persons is projected for the Portland -Vancouver metropolitan area over the next twenty years, and more land will be developed to meet this anticipated growth.

If there are to be parks and open space areas in the future, we need to reposition our planning and funding priorities to reflect the importance of greenspaces in our urban fabric.

In 1989, Metro inventoried and mapped the remaining natural sites within a 372,682 acre study area. At that time approximately 29 percent (108,545 acres) of the metropolitan region's land (including the Columbia Gorge between the Sandy River and the Mt. Hood National Forest) was considered to be largely without human-made structures. Approximately 8.5% of the land in the entire study area is in public parks ownership and/or currently protected as natural areas or open space.

We cannot take it for granted that these green places will remain with us as we grow into the future. If the people of the Portland-Vancouver area seek to retain a green heritage as we grow, we must act now to protect significant natural areas, open spaces, parks, forests, wetlands, rivers and streams, riparian corridors, and wildlife habitat.

### **THE METROPOLITAN GREENSPACES VISION**

We enjoy a high quality of life in the Portland, Oregon - Vancouver, Washington metropolitan area. The diversity of natural landscapes -- broad river valleys stippled with wetlands, narrow river canyons veiled by green strips of riparian vegetation, buttes and forests, mountains and meadows, foothills and farms -- impart a special sense of place and character to this metropolitan area.

To ensure that a green legacy is protected for ourselves and future generations, we have created the Metropolitan Greenspaces Program. It is a cooperative approach among many governmental and nongovernmental organizations to establish an inter-connected system of natural areas, open space, trails and greenways for wildlife and people throughout the four county metropolitan area.

The Metropolitan Greenspaces Program seeks to nurture rather than disfigure nature's landscape. It seeks to institutionalize a daily sense of stewardship for our remaining green places.

### **PURPOSE OF THE METROPOLITAN GREENSPACES MASTER PLAN**

The Metropolitan Greenspaces Master Plan proposes a cohesive strategy to realize our vision. Through sustained implementation of its recommendations, we will continue to celebrate our special sense of place.

Protection of natural resource areas in the public interest is the primary objective of the Metropolitan Greenspaces Master Plan. The Master Plan is a policy document that includes specific tasks which need to be carried out over the coming years to achieve our goal of maintaining the quality of life for the region and protecting open space in perpetuity for the public good.

The patches of natural area within the human dominated urban landscape form the supporting remnant systems of native flora and fauna which once flourished throughout the area. They also form an integral part of the visual setting associated with the metropolitan region.

This Master Plan identifies the remaining natural areas within the urban and urbanizing parts of the region, evaluates their significance and relationship to the ecology of the regional landscape, and proposes a system of regional natural areas and connecting corridors to be designated for preservation.

### **The Regional / Local Partnership**

A regional system of interconnected natural areas, parks, and open space, once established, will be managed and operated in partnership by Metro, local, state and federal agencies, nonprofit conservation organizations, land trusts, citizens and other stakeholders. Some lands will be owned by Metro, some lands by other park providers, some by nonprofit land trusts, individuals, and businesses. Emphasis is on interagency cooperation and partnerships. Metro will not assume management responsibility for existing parks and/or natural areas owned or managed by other agencies without the consent of both the current provider and the Metro Council.

### **Metro's Role**

Growth management is a priority for Metro and most of the local jurisdictions in the region. Metro is responsible for coordinating the efforts of all agencies on growth management issues in the region. Metro's Regional Urban Growth Goals and Objectives (RUGGOs) cover these growth management issues; RUGGO Goal II, Objective Number 9 lists natural areas, parks, and wildlife habitat as crucial issues to be dealt with within the regional perspective.

Regional planning authority is an important tool available to Metro for natural resources protection. Regional plans for issues of metropolitan significance like transportation, water quality, and urban growth are used to influence local comprehensive plans. Natural areas planning and protection are to be elevated to the same level of priority.

Metro, as the lead agency in the development and implementation of the Greenspaces Master Plan, will protect significant natural areas and open space using its various powers, which include its financial and land use authorities. Coupled with the authorities of cities, counties, special districts, state and federal agencies, much can be done to protect our natural resource lands.

The Metro Council will formally review and adopt the Metropolitan Greenspaces Master Plan during the spring and early summer of 1992. The Plan will serve as a policy document for the agency to begin various implementation activities to protect and potentially acquire regionally significant greenspaces.

Metro as overall coordinator of the Greenspaces Program will address the challenges of overcoming different perspectives and priorities within jurisdictional boundaries, limited long-term funding mechanisms, and a general community assumption that "our green spaces will always be here" that have hampered implementation of a comprehensive strategy to protect regional natural areas and open space for nearly a century.

## **IMPACTS OF HUMAN SETTLEMENT**

Human settlement initiated a process which has resulted in persistent and massive alteration of the regional landscape. Because the regional landscape is a complex mosaic of topographic, geologic, and biologic features interacting with human uses, a new mosaic of human settlement often displaces large areas of native cover. This

causes fragmentation and requires adjustments to balances among pre-existing ecological systems.

Development for human uses or occupation results in fragmentation which is usually permanent. Many features of the human landscape block or inhibit natural connectivity and flow in the landscape and can limit biodiversity. These disruptions include transportation and utility rights-of-way and facilities, agricultural fencing, cleared agricultural lands, culverted sections of streams, and heavily altered riparian zones.

Animal species are inextricably linked to the habitat which sustains them, and assuring the survival of species requires that their habitat continues to sustain their needs.

Fragmentation of habitat continues today as we expand onto the landscape and construct barriers within formerly contiguous patches of the landscape. Within our living and working spaces - those places that are within easy reach for ourselves and our children - the rich diversity of plants and wildlife which thrived in the pristine state of this region continues to diminish.

Protection and enhancement of the habitat that remains within a rational overall system of greenspaces will assure its continuity for future generations to enjoy. Many of the needs of wildlife parallel those of our own, and the benefits to wildlife are mutually beneficial to human populations. Positive interaction with our native landscape can continue to coexist with efforts toward sustainable future development.

### **Existing Geographic Features**

The topography of the region has been shaped by many events in its geological history, including the Bretz Floods, which were responsible for many of the landscape characteristics that make up the Portland metropolitan area. Many of these features provide green backdrops for portions of the city, distinct terrace forms, or elevated patches of green visible from many parts of the city.

Nine distinct geographic features are readily distinguished in the Oregon portion of the metropolitan region. These geographic units are:

1. The Columbia River
2. The Sandy River and Cascade Foothills
3. The Boring Lava Domes
4. The Clackamas River and Oregon City Plateau
5. Petes Mountain, Parrett Mountain, Chehalem Mountains
6. The Coast Range
7. Tualatin Mountains, Forest Park, and the West Hills
8. Tualatin River Valley
9. Willamette Valley

This variety of features supports a broad diversity of wildlife habitat and preserves the perception of open space within a built-up area. As urbanization continues to spread onto the countryside, our perspective must shift beyond the landmarks of earlier times. Mt. Tabor and Rocky Butte seemed impossibly distant for urbanization at the time of the Olmsted Report, and yet they are now islands in a sea of residential and commercial development. Our planning horizons must continue to expand as pressure for additional development pushes to grow beyond the current urbanized areas.

## **NATURAL HABITAT AND WATERSHEDS OF THE REGION**

### **GOALS:**

Identify and protect natural and scenic resources through programs which preserve and ensure open space and natural resources for future generations and promote healthy and visually attractive environments in harmony with the natural landscape character.

Preserve and enhance biological diversity and ecological integrity within the metropolitan area.

Create the Metropolitan Greenspaces Program in the context of ecosystems, using watersheds as primary units of analysis.

### **POLICIES:**

**Metro and Cooperators in the Metropolitan Greenspaces Program will:**

3.1. Establish a natural area system following ecological considerations that encourage biodiversity and connections between watersheds.

**Metro will:**

3.2. Coordinate efforts by appropriate local, regional, state, federal, and citizen-based organizations to create a regional system of natural areas, open space, trails, and greenways for wildlife and for people in Multnomah, Washington, Clackamas, and Clark (Washington) Counties. The geographic focus for protection and acquisition efforts in the Oregon component of the Greenspaces system will be bounded to the east by the Mt. Hood National Forest boundary, to the south by Oregon State Route 211 and the Chehalem Mountains, to the west by the Coast Range, and to the north by the Columbia River. (Clark County is responsible for the Washington State component of the system.)

3.3. Consider lands outside of the Urban Growth Boundary and Metro's jurisdictional boundary for protection and potential addition to the regional system when these lands enhance the system and protect natural resources and features of regional significance.

3.4. Negotiate public access agreements at key sites within greenspaces of regional significance, if the land is not in public ownership.

3.5. Potentially acquire and protect historic or cultural resource sites associated with urban natural areas.

The landscape of the Portland-Vancouver region is composed of interacting ecosystems, changing land features that are dissimilar in form and function but woven together in interacting ecosystems. This regional landscape ecology has been the context under which planning for the Metropolitan Greenspaces system has been undertaken.

In defining the vision and priorities for the Greenspaces Program, it is important to look at the context within which each natural area lies, including the structure and use of the surrounding landscape and how it fits within the region as a whole.

The destruction of natural habitats and conversion of land to other uses is the greatest threat to the biodiversity of relatively intact natural communities in and around the region. Loss of biological diversity is an irreversible process and is probably the most important effect of environmental change. Providing adequate habitat patches and defining thresholds of habitat fragmentation are important if we are to ensure the occupancy of habitats by desired species.

The basic landscape unit of a region is the watershed or stream basin. It relates directly to hydrology, a key parameter of the natural environment. Activities within the watershed have a cumulative impact, and each use must be balanced in order to maintain a healthy overall system.

The Master Plan includes descriptions and an analysis, by watershed, of the opportunities for establishing an ecologically based Greenspaces system, including recommendations of general priorities for protection in each of the 22 watersheds identified. The individual watershed analyses are organized to be consistent with the nine geographic units outlined above.

## **REGIONALLY SIGNIFICANT TRAILS, GREENWAYS, & WILDLIFE CORRIDORS**

### **GOALS:**

Establish an extensive four-county system of interconnected natural areas, open space, parks, trails, greenways, and wildlife corridors so that each community in the region may benefit from access to at least one link in the system.

### **POLICIES:**

**Metro and Cooperators in the Metropolitan Greenspaces Program will:**

- 4.1. Work in a coordinated manner to establish a comprehensive four-county system of interconnected trails, greenways, and corridors that will provide a variety of recreational and educational opportunities. This regional system will link urban communities and connect greenspaces with local, inter-regional, and national trails.
- 4.2. Facilitate planning efforts that ensure trail and greenway connections between the various jurisdictions. When possible and if appropriate, standard trail development guidelines will be used by the adjacent local jurisdictions.
- 4.3. Prioritize, on a regional basis, trails, greenways, and corridors according to the following criteria:
  - \* trails and corridors which interconnect natural areas, parks, open space, and destinations of regional significance;
  - \* length and continuity of trail and/or corridor;
  - \* connections to inter-regional trails (trails which go outside the district's boundaries)
  - \* wildlife usage;
  - \* amount of local support for the trail and/or corridor;
  - \* public accessibility;
  - \* immediacy of decision when opportunities to establish corridors may be lost due to imminent development or changes in property ownership;
  - \* abandoned rail corridors;
  - \* trails along the Willamette Greenway;
  - \* suitability to establish river trails.



Metro will:

4.4. Inventory and prepare a master map and list of trails, greenways, and corridors for the region.

4.5. Coordinate planning, funding, acquisition, design, development, and construction of three key trail alignments of regional significance: Hagg Lake to Mt. Hood National Forest Trails; Sauvie Island / Forest Park to Oxbow Park Trail; and Tualatin River National Wildlife Refuge to Barton Park Trail.

Interconnections between natural areas, parks, and open spaces are crucial to the health and existence of the ecosystem. Wildlife corridors as well as recreational trails need to be continuous. It is, therefore, important that Metro, local, state, and federal agencies, along with interested businesses, citizens and neighborhood groups, work together to develop and implement a system of regional trails and greenways as part of the Metropolitan Greenspaces system.

A network of interconnected trails and corridors is a major component in the Greenspaces Master Plan. Linkages provided by such a network provide linear systems for recreation, transportation, and wildlife movement. The metropolitan region is fortunate in having access to a larger network of trails to which connections from the urbanized areas can be anticipated. Consideration of existing and proposed trails of wider influence provides a useful planning context for a four-county system, the focus of which will include both existing and proposed trails.

The definition and hierarchy of trails is as follows:

Regionally significant trails, greenways, and wildlife corridors

Of importance to the Metropolitan Greenspaces system are trails which connect to regionally significant sites, are multi-jurisdictional, multi-modal, and which connect to national, inter-regional, or other regional trails.

Land-based Trails

These are multi-modal / recreational (e.g. hiking, biking, pedestrian, equestrian, etc.) alignments primarily used by people.

Greenways:

These are linear vegetated corridors often associated with rivers and streams which could be shared by both humans and wildlife.

Wildlife Corridors

These are linear natural areas and habitats primarily reserved for wildlife needs.

River trails

River trails are rivers navigable by small craft which provide water-based recreational opportunities and offer connections which might not be possible on land-based trails. Where possible, opportunities for acquisition of additional lands along the rivers for public access will be explored as well as easements for land-based trails.

Using criteria delineated in Policy 4.3., representatives of local parks providers, interested citizens, nonprofit groups, and agencies have outlined and prioritized an inventory of trails, greenways, and corridors in order to create this system.

**TABLE 1**

**Regionally Significant Trails, Greenways & Wildlife Corridors  
Clackamas County**

*(The following list is not in any priority order)*

<b>INTERCONNECTION</b>	<b>TYPE OF CONNECTION</b>	<b>GEOGRAPHIC UNITS</b>
North Clackamas Trail	Land-based trail	Boring Lava Domes, Clackamas River
Clackamas River Greenway Trail	River trail/Greenway/ Land- based trail	Clackamas River, Cascade Foothills
Newell Creek Canyon Corridor/Beaver Lake Trail	Greenway/Land-based trail/Wildlife corridor	Clackamas River/Oregon City Plateau, Willamette Valley
Portland Traction R-O-W: Portland to Oregon City	Land-based trail	Clackamas River, Willamette Valley
Willamette Greenway	River trail/Greenway/Land- based trail	Willamette Valley
Springwater Corridor Trail	Land-based trail	Cascade Foothills, Boring Lava Domes, Willamette Valley
Mt. Hood National Forest Trails	Land-based trail	Sandy River/Cascade Foothills, Clackamas River
Oregon Trail/Barlow Road	Land-based trail	Sandy River/Cascade Foothills, Clackamas River/Oregon City Plateau
East Willamette Greenway: Gladstone to Milwaukie	Land-based trail	Willamette Valley
Tualatin Greenway: Tualatin to West Linn	River trail/Greenway/Land- based trail	Tualatin Valley, Pete's Mountain, Willamette Valley
Tonquin Trail: Willamette Greenway to Tualatin River	Land-based trail	Tualatin Valley, Willamette Valley

**TABLE 2**

**Regionally Significant Trails, Greenways & Wildlife Corridors  
Multnomah County**

*(The following list is not in any priority order)*

<b>INTERCONNECTION</b>	<b>TYPE OF CONNECTION</b>	<b>GEOGRAPHIC UNITS</b>
Forty-Mile Loop	Land-based trail	Tualatin Mountains/Forest Park/West Hills, Willamette Valley, Boring Lava Domes, Sandy River, Columbia River
Springwater Corridor Trail	Land-based trail	Willamette Valley, Boring Lava Domes, Sandy River, Columbia River
Columbia Slough Trail	Land-based trail/Greenway	Columbia River
Beaver Creek Canyon Corridor Trail	Wildlife corridor/Land-based trail	Sandy River
Sandy River Greenway	River trail/Greenway	Sandy River/Cascade Foothills
I-205 Bikeway	Land-based trail	Willamette Valley, Columbia River
East Willamette Greenway Trail	Greenway/Land-based trail	Willamette Valley
West Willamette Greenway Trail	Greenway/Land-based trail	Willamette Valley
Forest Park Trails	Land-based trail	Tualatin Mountains/Forest Park/West Hills
I-5 Bridge	Land-based trail	Columbia River
Terwilliger/Marquam Trail	Land-based trail	Tualatin Mountains/Forest Park/West Hills, Willamette Valley
Tryon Creek Trail	Land-based trail	Willamette Valley, West Hills
Sauvie Island Bridge	Land-based trail	Willamette Valley, Columbia River
Mt. Hood National Forest Trails	Land-based trail	Sandy River/Cascade Foothills, Columbia River

TABLE 3

**Regionally Significant Trails, Greenways & Wildlife Corridors  
Washington County**

*(The following list is not in any priority order)*

INTERCONNECTION	TYPE OF CONNECTION	GEOGRAPHIC UNITS
Tualatin Greenway: Forest Grove to Tualatin	River trail/Greenway/Land-based trail	Tualatin Valley
Powerline Trail: St. John's Bridge to Tualatin River	Land-based trail	Columbia River, Tualatin Mountains/Forest Park, Tualatin Valley
Oregon Electric Railway Trail	Land-based trail	Tualatin Mountains, Tualatin Valley
Fanno Creek Greenway	Greenway/Land-based trail	West Hills, Tualatin Valley
Hagg Lake Trail	Land-based trail	Coast Range, Tualatin Valley
McKay Creek Trail	Land-based trail	Tualatin Valley
Rock Creek Trail	Land-based trail	Tualatin Valley
Beaverton Creek Trail	Land-based trail	Tualatin Valley
Bronson Creek Trail	Land-based trail	Tualatin Mountains/Forest Park, Tualatin Valley

**TABLE 4****Trails and Greenways of Inter-Regional Significance***(The following list is not in any priority order)*

<b>INTERCONNECTION</b>	<b>TYPE OF CONNECTION</b>	<b>GEOGRAPHIC UNITS</b>
Portland to Coast Trail	Land-based trail	Tualatin Mountains, Tualatin Valley, Coast Range
Greenway to the Pacific	Wildlife corridor/Land- based trail	Tualatin Mountains, Columbia River, Coast Range
Lower Columbia Gorge Trail	Land-based trail	Columbia River, Sandy River
Springwater Corridor Trail: Barton Park to Estacada	Land-based trail	Willamette Valley, Boring Lava Domes, Clackamas River, Cascade Foothills
Willamette Greenway: Wilsonville to Cottage Grove	River trail/Greenway/Land- based trail	Willamette Valley

## REGIONALLY SIGNIFICANT LARGE ACRE SITES

### GOALS:

Identify regionally significant natural areas, open space, greenways, and wildlife corridors.

Initiate the creation of a regional system of greenspaces that are linked by wildlife corridors, greenways, and trails based on site analysis that balances human and wildlife needs.

### POLICIES:

**Metro and Cooperators in the Metropolitan Greenspaces Program will:**

5.1. Focus on assembling natural area sites into and providing passive recreational opportunities within a regional greenspaces system.

5.2. Plan for the greenspaces system in the context of native landscape ecology, using watersheds as primary units of analysis, so that a focus of planning remains on protecting and enhancing natural functions across jurisdictional boundaries as the region continues to urbanize.

5.3. Identify natural habitat and biological corridors and recommend programs to conserve, enhance, and secure appropriate management of existing habitat and nature reserves.

**Metro will:**

5.4. Coordinate efforts to protect natural areas and open space lands among local, state, regional, and federal agencies and nonprofit land conservation organizations to complement acquisition programs and maximize both financial and land resource potential.

5.5. Determine the priority and sequence of acquisition and protection of regionally significant greenspaces on a case by case basis, weighing human and wildlife needs, as well as factors related to the immediacy of potential loss of site.

### Criteria to be used in prioritizing site selection

#### HUMAN COMPONENT

Geographic distribution  
Connection to other sites  
Natural qualities of the landscape  
Proximity of sites to public access  
Views and vistas  
Local public support  
Historical / Cultural context

#### BIOLOGICAL COMPONENT

Relative rarity of ecosystem  
Connectivity to other habitat needs  
Biological diversity  
Parcel size  
Wetlands and waterways  
Feasibility of ecological restoration

#### Short Term Decisions

Inside Urban Growth Boundary • Few physical constraints on development • Transportation access •  
Planning / Zoning for development

#### Medium Term Decisions

Outside UGB • Relatively large parcel without services • Limited transportation access •

Some physical limitations on construction

#### **Long Term Decisions**

Extreme limitations on construction • No current access to transportation •  
Remote from existing development

#### **Lands Protected by Other Means**

**REGULATION:** State & Federal Wetlands fill and removal permitting programs • Comprehensive Plans, Zoning, and Environmental Zone overlay • Goal 5 inventories

**PUBLIC CONTROL:** Lands currently in public ownership • Land trust holdings • Easements

The Master Plan embraces the overall structure of the landscape and the habitats which are components of this framework. Through a combination of regional and local actions, the plan envisions building upon the existing structure and extending its influence into every community in the region.

The attached map presents "Regionally Significant Natural Areas, Greenways, and Trails". These are the major components of the proposed Greenspaces System that have been identified through Metro's inclusive and cooperative planning process. The map shows both existing regionally significant protected greenspaces and general geographic locations where Metro and cooperators in the Greenspaces Program should aggressively pursue additional large acreage protection. Once assembled together, these sites, will serve as "anchors" in the overall Greenspaces System. The existing and proposed regional trails system is also identified on the map.

The Master Plan lists each of the proposed large acre protection sites which appear on this map. It identifies the scale and categories of land assembly recommended. The watershed in which the potential protected areas are located is also identified. The four land assembly action categories are defined as follows:

**River Access:** 50 acres is felt to be sufficient for parking, limited picnic and passive recreation facilities, and small boat maneuvering and launching facilities. This should leave ample room for design compatible with natural features on the site and preservation of riparian vegetation.

**Restoration:** Restoration sites, or groups of sites, are sized at approximately 100 acres. Because these are in highly urbanized areas, fragmentation may make single parcels of this size impossible to obtain, but the cumulative effort will result in restoration of this magnitude.

**Additions:** These are lands added to an existing protected open space, natural area or park facility in order to buffer habitat or enhance the open space reserve. In general, these are assumed to be approximately 150 acres but could vary according to detailed studies.

**Reserves:** Reserves are large contiguous natural areas which vary in size from 250 to 1000 acres. As a reserve, capital improvements will be minimal, or at least lower priority than the previous categories. Where possible, these will be connected to biological corridors or other trail and greenway connections through the region, but will also function as large patches of self-sustaining landscape of high biological quality.

Assembly of the Greenspaces System and appropriate facility development will be an incremental process that comes about over a number of years. While a five-year acquisition and capital improvement plan will be prepared and periodically updated, it is also recognized that opportunism will be an important strategy that will affect the actual sequence of implementation of the plan relative to protection and improvement of specific sites and components of the Greenspaces System.

TABLE 5

**Regionally Significant Large Acre Sites  
Proposed for Protection**

*The sites in the following table are listed by watershed and geographic unit and are not in an order of priority themselves.*

POTENTIAL SITES	ACTION CATEGORIES	WATERSHEDS
E. Columbia Shore	Addition/River Access	Columbia River
Col. River Islands	Reserve	Columbia River
Heron Lakes	Restoration/Addition	Columbia River
Four Corners	Restoration	Columbia Slough
Johnson Lake	Restoration	Columbia Slough
Little Four Corners	Restoration	Columbia Slough
Peninsula Canal	Restoration/Addition	Columbia Slough
Fairview Headwaters	Addition/Restoration	Fairview Creek
Sandy River Gorge	Addition/River Access	Sandy River
Boring Lava Domes	Reserve	Johnson Ck/Mt Scott Ck/Clackamas R
Mt. Talbert	Addition/Reserve	Kellogg/Mt Scott Ck
Scenic Clackamas River	Addition/River Access	Clackamas River
Rock/Sieben Creeks	Reserve	Clackamas River
Holcomb Trail Ruts	Restoration/Addition	Clackamas River
Beaver Lake	Reserve	Abernethy/Newell Cks
Newell Creek Canyon	Reserve	Abernethy/Newell Cks
Canemah Bluffs	Reserve	Willamette River
Pete's Mountain	Reserve/Addition	Newland Ck/Willamette R
Hagg Lake	Addition	Tualatin River
Gales Creek	Reserve	Gales Creek



POTENTIAL SITES	ACTION CATEGORIES	WATERSHEDS
Council Creek	Reserve	Council Creek
Fern Hill Wetland	Addition	Tualatin River
Tualatin River	River Access	Tualatin River
Hedges Creek	Addition	Tualatin River
Sentinel Tree Park	Addition	Tualatin River
McKay/Dairy Creek	Reserve	McKay/Dairy Creeks
Rock Creek	Reserve	Rock Creek
Rock Creek Wetlands	Reserve	Rock Creek
Cedar Mill	Reserve	Beaverton/Cedar Mill Ck
Cooper Mountain	Addition/Reserve	Tualatin R/Fanno Ck
Bull Mountain	Reserve	Tualatin R/Fanno Ck
Fanno Creek Greenway	Addition	Fanno Creek
Forest Park	Addition	Willamette R/Tualatin R
Tryon Creek Linkage	Addition/Restoration	Tryon Creek
Tonquin Geologic Area	Reserve	Willamette R/Tualatin R
Willamette Narrows	Addition/Reserve	Willamette River
Willamette River Islands	River Access	Willamette River
Finley Nature Reserve	River Access	Willamette River
Milwaukie Waterfront	River Access	Willamette River
Ross Island	Reserve/Access	Willamette River
Burlington Bottom	Addition	Willamette River
Kelly Butte	Addition	Willamette River
Northeast Portland	Restoration	Willamette R/Columbia R

## **COOPERATIVE AND COORDINATED PROGRAM IMPLEMENTATION**

Metro recognizes that successful implementation of the Metropolitan Greenspaces Master Plan depends on coordinated land protection efforts. Local, regional, state, and federal government agencies, nonprofit groups, and other stakeholders must work together to complement acquisition and protection programs. We must coordinate the development and application of land use and environmental regulations and educate and involve the public in issues and decisions related to greenspaces.

What follows are the goals and policies underlying a common agenda around which all cooperators in the Greenspaces Program can focus ongoing planning and future implementation efforts, including specific policy and funding discussions and land use regulatory actions that are statutorily and logically carried out at specific government levels.

### **GOALS: ACQUISITION, PROTECTION, AND ENHANCEMENT OF NATURAL AREAS**

Maintain and enhance the livability of the urban region through initiatives which preserve environmental quality and inter-relate the benefits and consequences of growth in one part of the region with the benefits and consequences of growth in another.

Incorporate ecological considerations into regional development processes in order to protect sensitive natural areas and further nature conservation.

Acquire and/or promote conservation and enhancement of natural environments in the urban region for native plants and animals while providing a balance with human needs and recreational demands.

Create and implement a cooperative system of natural areas, open space, trails, and greenways for wildlife and for people in the four-county, bi-state Portland, Oregon - Vancouver, Washington metropolitan area.

### **POLICIES:**

**Metro and Cooperators in the Metropolitan Greenspaces Program will:**

- 6.1. Develop system-wide guidelines and standards to be applied in operations and management of natural area and open space sites.
- 6.2. Prepare site-specific management plans for areas assembled as a part of the Greenspaces system.
- 6.3. Prepare and bi-annually update a five-year Acquisition and Capital Improvement Plan which will list land acquisition priorities and capital improvement projects on regionally significant sites and trails.
- 6.4. Execute inter-governmental agreements that are approved by the involved governing bodies whenever Metro agrees to assume responsibilities for a component of the Greenspaces system managed by another entity, or if another entity wishes to assume management responsibilities for a Metro-managed site.

6.5. Initiate a study of the long-term funding needs and options available for operating sites and programs in the Greenspaces system.

6.6. Consider disturbed sites, such as mineral extraction sites and landfills, as potential areas for restoration of natural vegetation and wildlife habitat and for integration into the Metropolitan Greenspaces system once activities causing disturbance cease.

6.7. Consider, on a case by case basis, the desirability of accepting into the Metropolitan Greenspaces system proposals involving mitigation efforts and/or sites. Principal tests will be that such sites or proposals physically extend or enhance the quality and diversity of the existing greenspaces system and that they comply with state and federal regulatory programs, including U.S. Fish and Wildlife Service and Environmental Protection Agency wetland mitigation policies.

**Metro will:**

6.8. Acquire and/or protect land through purchase, gift, by dedication, or in a conservation agreement and will pursue appropriate local, regional, state, federal, foundation, and private funding sources in its acquisition and operations strategies.

6.9. Own and operate some of the lands which will be acquired. Some of the lands will be owned and operated by other cooperators in the Program, including local governments, water quality agencies, nonprofit conservation organizations, business corporations, and land trusts.

6.10. Negotiate acquisition agreements primarily with willing sellers. Metro will exercise its powers of eminent domain only in extraordinary circumstances.

6.11. Have the option to use in-house services and/or contract with other agencies and/or private vendors for operations and maintenance of the sites and trails.

6.12. Assume management responsibilities of any park or natural areas owned and managed by other entities only with the consent of the governing body of the provider and the Metro Council.

6.13. Coordinate and publish the system-wide acquisition and improvement plans and updates so as to facilitate coordinated planning and implementation efforts.

**GOALS: PROTECTION AND ENHANCEMENT OF PUBLICLY-OWNED, QUASI-PUBLIC, AND PRIVATE TAX-EXEMPT LANDS**

Incorporate native plants to the maximum extent practicable as the dominant landscape material on publicly-owned, quasi-public, and tax-exempt lands.

Manage these lands for maximum wildlife potential in both rural and urban settings throughout the metropolitan region.

## **POLICIES:**

### **Metro and Cooperators in the Greenspaces Program will:**

- 6.14. Encourage adoption of planting standards which promote the use of appropriate native plants in the extensive highway and utility rights-of-way in order to restore the original native plant community to the extent possible.
- 6.15. Encourage management practices by all road and utility providers and maintenance operations which enhance the potential for wildlife along rights-of-way.
- 6.16. Seek to prevent fragmentation of natural areas, trails, and corridors that are part of the protected Greenspaces System, once established, and seek to minimize disturbances or impacts to ecological systems (such as by roads or utility linkages). When adverse impacts are unavoidable, Metro and cooperators in the Greenspaces Program will advocate for appropriate mitigation efforts to minimize damage and/or losses at the expense of the responsible individual, agency, organization, or corporation.
- 6.17. Encourage appropriate agencies to provide native plantings on publicly-owned lands, such as transportation corridors, sewer, and water rights-of-way, and manage them for wildlife habitat values appropriate to the setting.
- 6.18. Inventory surplus government lands and tax-foreclosed properties within each jurisdiction on a regular basis and evaluate their potential as a part of the regional network of greenspaces. Surplus and tax-foreclosed lands suitable for inclusion in the Greenspaces system should be retained in public ownership.
- 6.19. Encourage holders of large tracts of open space, like golf courses, and holders of underutilized public lands and private tax-exempt parcels, including cemeteries, churches, and schools, to establish plantings compatible with the surrounding natural landscape. Maintenance practices should include minimal chemical input and the maximum utilization of native materials.

## **GOALS: PROTECTION AND ENHANCEMENT OF WATERWAYS AND FLOODPLAINS**

Further develop the potential of the region's waterways for recreation, education, tourism, the enjoyment and attractiveness of nature while minimizing impacts on the ecological systems which use the associated habitats.

Protect and improve the environment of waterways and assure continuity of the habitat characteristics along the shorelines and promote ecological continuity of riparian systems through public and private enhancement projects.

Seek improvements to the appearance of waterways throughout the metropolitan area, as well as seek to continue improvement of water quantity and quality of the region's streams and rivers.

Promote land drainage functions which are consistent with ecological and environmental considerations.

Safeguard floodable open areas in the river valleys and discourage construction of buildings or other obstructions to the natural flow of river systems.

**POLICIES:****Metro and Cooperators in the Greenspaces Program will:**

6.20. Promote the protection of natural areas along waterways and will encourage continuous improvement of water quantity and quality through liaison with agencies which influence changes along streams and rivers in the metropolitan area.

6.21. Promote access to river systems for recreation, education, and the enjoyment of these regional resources by the public in a manner consistent with protection of natural resource values.

6.22. Promote the incorporation of natural drainage systems into future planning and design processes and balance their contributions to environmental improvement with recreational uses.

6.23. Planning for greenspaces protection, land use, transportation, and water resources management issues are interrelated. Metro and cooperators in the Greenspaces Program will seek to address these through comprehensive and coordinated management strategies.

**GOALS: PROTECTION AND ENHANCEMENT OF AGRICULTURAL AND TIMBER LANDS**

Provide linkages to and enhance greenspaces by retaining prime soils outside of the urban growth boundary in the Willamette and Tualatin Valleys in productive agricultural use.

Encourage agricultural practices that result in minimum soil erosion, tight nutrient cycles, and minimum chemical input to the watershed and environment that rural and urban lands share.

Retain communities close by the metropolitan region that preserve the cultural landscape associated with agricultural uses, thereby strengthening the practice of preserving exurban lands as rural greenspaces.

Support sustained-yield and environmentally sound forest practices which will assure the existence of greenspaces near the urban area over time and provide future availability of forest resources with minimum degradation to the environment.

**POLICIES:****Metro and Cooperators in the Metropolitan Greenspaces Program will:**

6.24. Work with the Oregon Department of Agriculture's Extension Services and other resource entities to promote settlement expansion which retains a sustainable agrarian landscape in this region.

6.25. Support planning, design, and management practices that conserve prime agricultural lands outside of the urban growth boundary, that support biodiversity, and that preserve the ability of these lands to remain highly productive.

6.26. Support sound farming practices, including implementation of erosion control practices and protection and/or restoration of riparian vegetation along water courses that are connected to the Greenspaces system.

6.27. Support environmentally sound management of public and private forest lands within or on the edges of the urbanizing region and strict enforcement of the state Forest Practices Act, where applicable, or local regulations as they relate to harvest on steep slopes, lands adjacent to watercourses and waterbodies, timely and effective reforestation.

### **GOALS: RESTORATION AND ENHANCEMENT OF AREAS DEFICIENT IN GREENSPACES**

Provide natural areas and/or open space through restoration efforts in neighborhoods that have been so intensely urbanized that greenspaces have been all but eliminated.

#### **Policies:**

Metro and Cooperators in the Greenspaces Program will:

6.28. Identify portions of the region deficient in natural areas and identify opportunities for major ecological restoration programs in these deficient areas.

#### **Criteria to be used in selection of restoration sites**

##### **HUMAN COMPONENT**

Access to sites from large population groups  
Near to schools  
Potential linkages to regional trail system  
Community support for projects

##### **ECOLOGICAL COMPONENT**

Feasibility of ecological restoration  
Component of existing open space (i.e. park)  
Nearness to other potential habitat or corridors  
Sustainability of ecosystem relative to adjacent land use  
Significance of contribution to other beneficial environmental functions (i.e. water quantity/quality, floodplain protection)

Metro will:

6.29. Work with government agencies and citizens' groups to identify potential restoration sites in areas deficient in greenspaces.

6.30. Provide technical and financial assistance to local restoration projects, as resources allow.

6.31. Extend the potential for wildlife to coexist within a framework of settlement patterns by promoting land use design and management which encourages ecological diversity and restoration in areas that are deficient in greenspaces.

### **GOALS: PROTECTION AND ENHANCEMENT THROUGH LAND USE PLANNING**

Protect and preserve natural areas and open space through coordinated land-use decision-making and development review processes.

## **POLICIES:**

**Metro and Cooperators in the Greenspaces Program will:**

- 6.32. Review and improve planning policies and ordinances which support greenspaces protection, enhancement, and management.
- 6.33. Develop model greenspaces ordinances which can be adopted by local governments.
- 6.34. Coordinate greenspace-related policy development, its implementation and enforcement across jurisdictional boundaries.
- 6.35. Convene a focus group of individuals in the building/development industry and local government planners to suggest urban design measures that preserve greenspaces.
- 6.36. Identify opportunities for streamlining, and bringing consistency to, development review processes at various levels of government for issues related to natural resources.
- 6.37. Emphasize coordination of issues with multiple layers of government regulation and permitting, such as stream corridor protection, stormwater runoff, buffer zones, wetlands identification and mitigation.

**Metro will:**

- 6.38. Update the Greenspaces Master Plan on a periodic basis with the consultation of appropriate policy advisory and technical advisory committees, local, state and federal agencies, land trusts, conservation organizations, and the citizens of the region.
- 6.39. Use local park master plans and comprehensive plans as one set of building blocks for identifying and implementing a regionally interconnected Greenspaces system.
- 6.40. Update the regional natural areas inventory and mapping project every five years, with field verification and data collection continuing on an on-going basis, as resources allow, and produce and update a consolidated regional parks directory / natural areas directory.
- 6.41. Participate in development of open space plans at the federal, state, regional, county, and city levels and will assist these agencies in implementing their open space land acquisition plans and regulatory functions, as resources allow.

## **GOALS: PROTECTION AND ENHANCEMENT THROUGH RESOURCE MANAGEMENT PLANS**

Ensure consistency and continuity through coordinated management plans delineating operating practices at natural area sites that are maintained in the metropolitan-wide Greenspaces system.

**POLICIES**

**Metro will:**

6.42. Prepare resource management plans for specific regionally significant natural area sites, in cooperation with local governments, special districts, and non-profit groups, within a specified time frame after securing them.

6.43. Potentially adopt interim protection guidelines during preparation of management plans for regionally significant sites.

**GOALS: PROTECTION AND ENHANCEMENT THROUGH CITIZEN INVOLVEMENT AND EDUCATION**

Ensure that ecological knowledge and information is available and shared with citizens and other stakeholders in the Greenspaces Program to shape both the planning and management of the metropolitan area environment and encourage voluntary stewardship practices by people from all walks of life.

Promote and encourage citizen awareness of greenspace issues, involvement in, education about, and active stewardship of greenspaces and related issues.

Conduct periodic public review of the Greenspaces Master Plan and related plans.

Coordinate, on a regional basis, greenspace-related environmental education providers by building and supporting a communication network among these resource groups.

Interpret, with assistance from environmental education resource providers, the regional system of greenspaces.

Encourage, facilitate, and coordinate donations of land and conservation easements through development of informational programs and technical advice.

**POLICIES:**

**Metro and Cooperators in the Greenspaces Program will:**

6.44. Provide on-going opportunities for public information sharing and citizen involvement in Master Plan progress, land acquisition, resource development, and operations of greenspace-related programs.

6.45. Serve as advocates for protection, restoration, conservation, and management of natural areas in and adjacent to the metropolitan area, including management of passive recreational opportunities where appropriate.

6.46. Encourage the public to understand and support the relationship between a sustainable environment and the economy and help people make and affect management decisions about natural resources.

6.47. Provide mechanisms for the business community to be effectively involved in protection of natural areas and work with neighborhood groups, individual businesses, civic and community organizations to encourage volunteer



support of operations and maintenance programs and encourage appropriate use of publicly-owned natural areas.

6.48. Initiate education programs to inform the public about opportunities related to protection, restoration, or creation of greenspaces; about soil and water quantity / quality challenges; about how the public impacts these and other natural resources; and about how citizens can become involved in solving these problems.

6.49. Work with environmental education resource organizations and agencies to use natural areas as vehicles for learning about the environment, to prepare and provide materials and facilities, where appropriate, that interpret urban natural areas and the regional greenspaces system.

**Metro will:**

6.50. Continue to work with appropriate advisory committees including members of the general public, planners, and policy-makers to review key steps in greenspace acquisition and management planning.

6.51. Host forums to review greenspace site management plans and thereby provide opportunities for people to know about management and care of greenspaces in the region.

6.52. Periodically conduct public opinion polls and monitor the use and accessibility of greenspaces and related programs by the general and special publics.

6.53. Facilitate and coordinate, on a regional basis, environmental education providers with programs related to greenspaces by building and supporting a communication network among these resource groups, including establishment of a clearinghouse for environmental education related to greenspaces.

6.54. Establish partnerships with appropriate public and private land holding entities, geographically-based community land trusts, and "friends" groups throughout the metropolitan area and establish a clearinghouse, referral, and information center in order to provide the public information on the private land trusts and public agencies in charge of open spaces, natural areas, wildlife corridors, trails, and greenways.

**GOALS: PROTECTION AND ENHANCEMENT THROUGH TECHNICAL ASSISTANCE PROGRAMS**

**POLICIES:**

**Metro and Cooperators in the Greenspaces Program will:**

6.55. Propose and promote incentives for private landowners, developers, resource agencies, jurisdictions, and the public to conserve natural areas and their associated values.

6.56. Provide technical assistance and education to the general public and the work force.

**Metro will:**

6.57. In consultation with appropriate advisors and cooperators, prioritize ecological sites for the purpose of conservation, preservation, acquisition, and recreation and will set management guidelines for habitat, species, and recreational use throughout the metropolitan area.

6.58. As resources allow, coordinate and provide technical assistance and education to the general public, businesses, and industries related to land development (such as the real estate, development, and contracting communities) that encourages conservation techniques that protect urban natural areas.

## **FINANCE PLAN**

Metro is currently undertaking a financial study to determine how to establish a regional funding source for Greenspaces acquisitions and capital improvements. It is also researching mechanisms to cover operations and maintenance costs. These studies are being coordinated with local, state and federal agencies, and non-profit groups. The studies address Metro's immediate revenue needs to acquire and manage Greenspaces of regional significance, as identified in the Greenspaces Master Plan. They will also outline long-term financing options of local governments, special districts, and Metro for additional acquisition, capital improvement, operations, and maintenance of greenspaces, parks, and recreational facilities.

### **GOALS:**

Establish regional revenue sources for acquisition, capital improvements, and management of greenspaces through public financing alternatives.

Continue cooperative efforts among local, state, regional, federal agencies, and nonprofit land conservation organizations to acquire and protect natural and open space lands.

Coordinate donations of land, dedications, and conservation easements to be added to the Metropolitan Greenspaces system.

Develop and raise funds for projects and programs that will help us conserve and preserve environmental values related to the Metropolitan Greenspaces system.

### **POLICIES:**

**Metro and Cooperators in the Metropolitan Greenspaces Program will:**

7.1. Work together so that, where possible, deed restrictions which require use of the land for open space purposes in perpetuity will be included at the time of transfer of property, from private property owner to Metro, Metro to local government, or Metro or local government to non-profit organization.

7.2. Evaluate, on a case by case basis, lands of regional significance, so that existing park providers can have the "first right" to acquire and manage the sites within their boundaries.

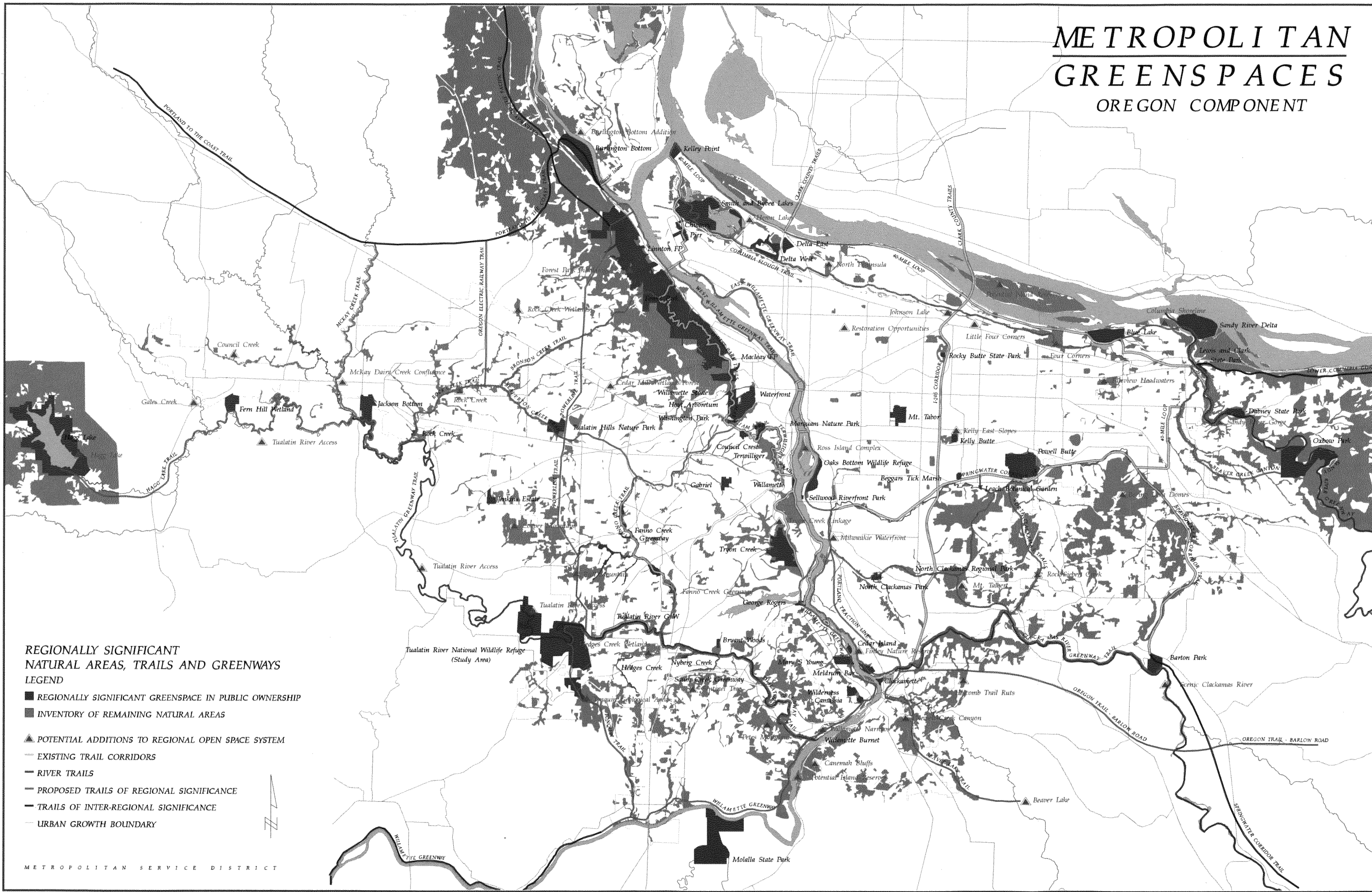
**Metro will:**

7.3. Support development of new funding resources for the Metropolitan Greenspaces Program and encourage, facilitate, and coordinate donations of land and related scenic and conservation easements as a part of the Greenspaces system. Dedications of land, easements and cash to local jurisdictions will continue to be promoted.

- 7.4. Establish the Greenspaces Acquisition and Capital Improvement Fund in order to collect and manage funds dedicated for these purposes.
- 7.5. Make funding decisions that are consistent with the priorities of the Greenspaces Master Plan, acquisition, and capital improvement plans.
- 7.6. Facilitate establishment of a Greenspaces Foundation, a separate private nonprofit organization dedicated to the support of Greenspaces programs and operations, that would encourage and accept private donations of land, easements, and other tangible assets such as cash, stocks or bonds, which would further the regional natural areas system. Acceptance of management responsibility for areas of mitigation will be considered on a case by case basis.
- 7.7. Establish, manage, and fund a Metropolitan Greenspaces Dedicated Fund for acquisition, operations, and maintenance of sites, trails, and corridors.
- 7.8. Propose, promote, and implement a funding strategy to address ongoing operations and maintenance requirements of Metro-owned or operated greenspaces and parks.
- 7.9. Serve as a regional planning and financial information clearinghouse for projects related to the Greenspaces Program regardless of how they are funded.

# METROPOLITAN GREENSPACES

## OREGON COMPONENT



### REGIONALLY SIGNIFICANT NATURAL AREAS, TRAILS AND GREENWAYS LEGEND

- REGIONALLY SIGNIFICANT GREENSPACE IN PUBLIC OWNERSHIP
- INVENTORY OF REMAINING NATURAL AREAS
- ▲ POTENTIAL ADDITIONS TO REGIONAL OPEN SPACE SYSTEM
- EXISTING TRAIL CORRIDORS
- RIVER TRAILS
- PROPOSED TRAILS OF REGIONAL SIGNIFICANCE
- TRAILS OF INTER-REGIONAL SIGNIFICANCE
- URBAN GROWTH BOUNDARY

Meeting Date: May 26, 1992

Agenda Number: B-2

(Above for Clerk's Office Use Only)

**AGENDA PLACEMENT FORM**  
(For Non-Budgetary Items)

Subject: Revision of Adult Care Home Licensing Rule

Board Briefing: May 26, 1992  
(date)

Regular Meeting: \_\_\_\_\_  
(date)

Department: Social Services

Division: Aging Services

Contact: Steve Balog

Telephone: 248-3000

Person(s) Making Presentation: \_\_\_\_\_

**Action Requested**

☒ Information Only

☐ Policy Direction

☐ Approval

Estimated Time Needed on Board Agenda: 15 Minutes

Check if you require official written notice of action taken: \_\_\_\_\_

**BRIEF SUMMARY** (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

The Adult Care Home Program Administrative Rules, used as a basis for the licensing of adult care homes, must be revised because of revisions in state statutes, primarily SB 449. Major revisions pertain to training required for adult care home operators, the use of restraints, and complaint investigation. These revised rules have been reviewed by the Adult Care Home Advisory Board and County Counsel. After public hearings are held and public comment considered, the Aging Services Division will again bring these revised rules to the Board with the recommendation to adopt, amend, or reject.

1992 MAY 20 AM 9:17  
CLERK OF  
MULTNOMAH COUNTY  
OREGON

**Signatures**

Elected Official \_\_\_\_\_

OR

Department Director \_\_\_\_\_

Archie Craighead (CEO)

(All accompanying documents must have required signatures!)

5/1/92



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
AGING SERVICES DIVISION (503) 248-3646  
ADULT CARE HOME PROGRAM (503) 248-3000  
421 S.W. 5TH, ROOM 201  
PORTLAND, OREGON 97204-2221

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Gladys McCoy, Chair of the Board

FROM: Jim McConnell, Director  
Aging Services Division *Jim McConnell*

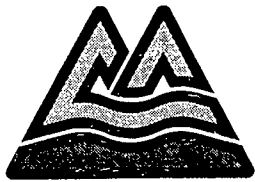
VIA: Ardys Craghead, Acting Director *Ardys Craghead (#0)*  
Department of Human Services

DATE: May 12, 1992

SUBJECT: Revision of Adult Care Home Program Administrative Rules.  
Informal Review By the Board of County Commissioners

RECOMMENDATION: That the attached Draft Revised Rules for the Adult Care Home Licensing Program be scheduled for informal review by the Board.

BACKGROUND: The State Statutes for the State of Oregon pertaining to the licensing of Adult Care Homes have been revised. This revision is necessary because of recently passed legislation, primarily SB 549. Multnomah County is an exempt county and may have its own ordinance and rules. However they must be equal to or superior to those of the State.(ORS 443.780). The revised rules presented here for your consideration will meet this requirement. These Rules have been reviewed and approved by the Adult Care Home Advisory Board. They have also been reviewed "as to form" by County Counsel, Mr. Chip Lazenby. Attachment A lists a summary of the changes. Attachment B gives a tentative schedule for the approval of the rules. Also attached is a full copy of the revised rules.



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## TENTATIVE SCHEDULE FOR ADOPTION OF RULES

1. Review of final draft of Rules by Adult Care Home Advisory Board. Completed. March 19, 1992
2. Draft Rules submitted to County Counsel for review and approval "as to form". Completed April 27, 1992
3. Informal presentation to Board of County Commissioners.
4. File Notice of Intent to Adopt with Clerk of the Board; publish in newspaper; Post in County Courthouse. Summary of changes in the Rules and notice of the hearings are sent to all operators and other interested parties.
5. Hold three public hearings.
6. Director reviews comments from hearings. Director files notice with Clerk of Board to adopt, amend or reject proposed Rules.
7. Ten (10) day period begins for interested parties to file an appeal. If an appeal is filed, it is presented to Board and hearing is held.
8. If no appeal, the rules are adopted. Copies of the revised rules are mailed to all licensed operators and other interested persons.
9. Training is begun to explain all changes to operators.

SUMMARY OF PROPOSED  
ADULT CARE HOME RULE CHANGES  
(May 11, 1992)

INTRODUCTION:

The following is a summary of proposed changes to Multnomah County Administrative Rules for the licensing of Adult Care Homes. This is a brief SUMMARY of the more important changes to the Rules. The majority of the changes to the Rules are being made to bring Multnomah County Rules into conformity with the revisions of the State Statutes. These revisions were made necessary because of the passage of Senate Bill 549. Other changes proposed are the result in changes to the State Fire Marshall Rules. There are also changes proposed because of the State's changes to their Adult Foster Home Rules. Finally, the Adult Care Home Program, Multnomah County, is proposings some minor changes. The following is a summary of the more significant changes.

890-015-100 Definitions

Some definitions have been changed to conform with new legislation and changes to State Rules, e.g. definitions of Developmental Disabilities and Financial Exploitation in particular.

890-020-110 Exceptions to Classification of Homes

Clarifies when an exception may be made to the classification of a home.

890-020-230 Criminal History

Clarifies the provisions dealing with criminal record checks. Also changes provisions to comply with requirements of SB 549, i.e. prohibits persons who have been convicted of a crime from operating, working in or being in a home no matter when the crime was committed.

890-020-320 Training

Deals with the requirements from SB 549 that require that all caregivers receive training before they may provide any care to residents. Deals also with limited exceptions to this Rule. Requires licensing agency, whether the State or County, to have a Caregiver Preparatory Training Course to make this training available. This is a major change in the Rules.

890-020-415 Residents' Bill of Rights

Changes to these as per Senate Bill 549

890-020-430 Admission Assessment Services

Fulfills the requirements of state statute requiring that residents be notified of the availability of admission assessment services.

890-020-440 Termination of Residency

Changes are made to conform with new requirements of SB 549 which does not allow for a two week trial period nor for the concept of "extenuating circumstances".



890-020-450 Resident Records

Some changes made to requirements of resident records including requirement for initial screening form to determine level of care needs; requirement for an Oregon Directive to Physician and/or Power of Attorney for Health Care if applicable; and notation that falsifying records will result in a civil penalty of \$500.

890-020-470 Requirements for Board/Meals

A new requirement is added that menus must be posted for the coming week. Copies of these menus must be kept on file for a year.

890-020-480 Telephone

Requirements for the availability of telephones for residents is clarified.

890-020-485 Activities

Requirement added because of SB 549 for at least six (6) hours of activities to be made available for residents. May not count TV or movies.

890-020-505 Restraints

A new Rule on use of restraints to conform with requirements of SB 549. This is an important change intended to protect residents.

890-020-510 Administration of Noninjectable Medications

Changes made to conform to revised State Rules and current practice. Also all of Section 500 is simplified.

890-020-700 to 740 Standards for MED and DD Homes

This section has been changed to conform with the new State Rules for the licensing of MED and DD homes. Includes new section on the service or care plan, resident rights and the exclusion of these homes from certain provisions of our Rules.

890-020-800 Standards for Adult Care Home Facilities

Adds and clarifies some provisions for facility. Changes made because of changes to State Rules and State Fire Marshall Rules.

890-020-820 Sanitation

Adds provisions for "universal precautions for infection control".

890-020-840 Bedrooms

Clarifies requirements of bedrooms, especially the housing of non-ambulatory or confused residents on second floor or basement bedrooms. Changes to meet requirements of SB 549 and State Fire Marshall Rules. This section may be revised again later because of requirements of the Federal Fair Housing Act.

890-020-881 Fire Safety Devices

Added requirements made necessary because of new State Fire Marshall Rules.

890-020-890 Postings

SB 549 requires posting of the latest inspection. We will require

the posting of the latest Inspection and Compliance notice.

890-080-120, (1) Adds additional reasons for denial or revocation of a license. Language taken from revised State Rules. Provides authority for Department to deny or revoke license if applicant or provider is associated with someone who has had their license revoked for reasons of abuse or neglect.

890-090-100 Operator Hearing Rights

Extends the time that a person has to request a hearing from ten (10) days to twenty (20) days.

890-110-115 Complaint Investigations

This is a major change made necessary by SB 549. It puts administrative requirements on the licensing agency to meet certain timeframes when investigating complaints.

(May 11, 1992)



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9. Training is begun to explain all changes to operators.

(May 20, 1992)

Material in [brackets] omit  
Material to be added is underlined

DRAFT - APRIL 6, 1992  
[Effective November 1, 1990]

MULTNOMAH COUNTY  
ADMINISTRATIVE RULES FOR  
LICENSURE OF ADULT CARE HOMES

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**MULTNOMAH COUNTY  
ADMINISTRATIVE RULES FOR  
LICENSURE OF ADULT CARE HOMES**

**PART I AUTHORITY AND DEFINITIONS  
MCAR 890-005-100 THROUGH 890-015-100**

**890-005-100    Statutory Authority and Area of Application**

005-110    These rules are authorized by MCC 8.90.020, pursuant to the procedures set forth in MCC 8.90.160 through 8.90.260.

005-120    These rules are necessary for the administration and enforcement of the Multnomah County Adult Care Homes Licensure Ordinance, found in Chapter 8.90 of Title 8 of the Multnomah County Code, Section 5.700 of Chapter 5 of the Code of the City of Gresham, Chapter 8.95 of Title 8 of the Code of the City of Portland, and Chapter 7.020-7.040 of Title 7 of the Code of the City of Troutdale.

005-130    These rules shall apply uniformly within the unincorporated boundaries of Multnomah County and within the incorporated boundaries of the City of Fairview, the City of Gresham, the City of Maywood Park, the City of Portland within Multnomah County, the City of Troutdale, and the City of Wood Village.

**890-010-100    Purpose and Scope of Rules**

**010-110    Purpose of Rules**

- (a)    These rules prescribe the procedures for the administration and enforcement of the Multnomah County Adult Care Homes Licensure Ordinance.
- (b)    These rules prescribe the Standards governing Adult Care Homes such as are necessary to protect the health, safety and welfare of the residents of Adult Care Homes in Multnomah County, but which are not inconsistent with the residential nature of the living accommodations, including: Standards for operators, resident managers, and other caregivers; Standards for training; Standards for practices and care; and Standards for facilities.
- (c)    These rules also prescribe additional Standards and procedures governing adult foster homes which contract with the State Senior and Disabled Services Division or State Mental Health and Developmental Disability Division.

010-120 Scope of Rules: License Required Refer to MCC 8.90.040 (A)

- (a) A license is required for all operators of Adult Care Homes in accordance with Multnomah County Adult Care Home Licensure Ordinance and these rules.
- (b) A license is required for all homes or facilities that provide room and board and care, or room and board, or room and care for compensation to one or more elderly, handicapped, or dependent person(s) over the age of 18 who are not related to the operator by blood or marriage, which are located in Multnomah County or in the incorporated boundaries of the City of Portland that extend beyond Multnomah County, except as provided for in MCAR 890-015-150.
- (c) Multnomah County shall license all Adult Care Homes with five or fewer residents, as well as facilities providing room and board and care to six or more residents on less than a 24-hour basis, and facilities providing only room and board or only room and care to six or more residents in accordance with the Multnomah County Adult Care Homes Ordinance and these rules. The State of Oregon shall license Residential Facilities that provide care on a 24-hour basis to six or more residents, including Residential Care Facilities, and Residential Treatment Facilities/Homes and Residential Training/Homes providing care and treatment on a 24 hour basis in accordance with ORS 443.400 to 443.455.
- (d) No person shall be placed in an Adult Care Home that is not licensed. Failure to be licensed by the Director prior to accepting placement of residents constitutes a violation of the Adult Care Homes Licensure Ordinance and these rules. For homes which provide residential care to five or fewer residents, failure to be licensed also constitutes a violation of ORS 443.705-443.825. Failure to comply with this requirement constitutes grounds for administrative sanctions and/or grounds for institution of legal proceedings.
- (e) The Director shall develop and implement procedures for identification of Adult Care Homes in Multnomah County which are operating without a valid license and shall take appropriate actions to ensure that such homes either come into compliance with the Adult Care Homes Licensure Ordinance and these rules or cease to operate.

890-015-100 Definitions

As used in these rules unless the context requires otherwise:

- 015-110 "Abandonment" means desertion or willful forsaking of a resident(s) or the withdrawal of duties and obligations toward a resident(s) by an operator, resident manager or other caregiver.
- 015-120 "Abuse" means any physical or verbal action or mistreatment which causes or threatens to cause pain, injury or discomfort, and which is inconsistent with resident needs or prescribed resident care. Abuse includes but is not limited to:



- (a) Physical assault such as hitting, kicking, scratching, pinching, choking, or pushing, or any willful infliction of physical pain, injury, or act of unreasonable force by an operator or other caregiver or household member towards a resident, visitor in the home, staff or other occupant.
  - (b) Any physical injury caused by other than accidental means, or which appears to be at variance with the explanation given of the injury.
  - (c) Any punishment of a resident, or denial of meals, clothes or aids to physical functioning, including wheelchairs, walkers, eyeglasses and hearing aides;
  - (d) Verbal abuse, including unnecessary yelling at a resident, visitor in the home, staff or other occupant, or use of derogatory or inappropriate names, phrases, profanity, cursing, ridicule, harassment, coercion, threats, menacing behavior, or intimidation;
  - (e) Placing unreasonable restrictions on residents which violate the resident Bill of Rights in MCC 8.90.120; and
  - (f) Using restraints, except [(A) with written physician's orders, and a review by the resident's physician, or an RN and the resident's case manager (if any) at established intervals; or (B) when a resident's actions present an imminent danger to himself or herself or to others, and only until appropriate action is taken by medical, emergency, or police personnel. See MCAR 890-020-560(d).] as provided for in 890-020-505.
- 015-125 "Activities of Daily Living (ADL)" means those personal functional activities required by an individual for continued well-being including eating/nutrition, dressing, personal hygiene, mobility, toileting, and behavior management.
- (a) "Independent" means the resident can perform the ADL without help;
  - (b) "Assistance" means the resident is able to help with some part of an activity, but cannot do it entirely alone;
  - (c) "Dependence" means the resident is unable to do any part of an activity; it must be done entirely by someone else.
- 015-130 "Administration of medications" means the process in which a single dose of a prescribed drug or biological is given to a resident in accordance with all laws and regulations. This process, as conducted by a physician or licensed nurse, includes but is not limited to: determining whether the resident's condition permits the administration of the drug; observing the resident for side effects of the drug; and taking appropriate steps to remedy or eliminate complications resulting from the drug.

- 015-135 "Administrative Conference" means a meeting between the Director and the operator, at either the Department's direction or the operator's request, to review identified problems, violations and deficiencies, to review an administrative sanction, and/or to review means for achieving satisfactory and timely compliance.
- 015-140 "Administrative Sanction" means an action of the Department resulting in denial, revocation or suspension of a license to operate an Adult Care Home, in attachment of conditions to a license, or in imposition of a fine of up to \$1,000 per violation. Administrative sanctions may require the suspension of admissions and/or the relocation of residents.
- 015-150 "Adult Care Home (ACH)" means any home or other facility which provides room and board and care, or room and board, or room and care for compensation, regardless of the source of compensation, to one or more elderly, handicapped, or [dependent] person(s) with disabilities over the age of 18, who are not related to the owner or operator by blood or marriage within the fourth degree as determined by civil law. Adult Care Homes include facilities that provide room and 24 hour care, less than 24 hour care, or assistance with major life activities. Adult Care Homes include room and board facilities where no care is provided, but where elderly, handicapped, or dependent persons reside who are limited in one or more major life activities.

Adult Care Homes do not include:

- (a) Facilities licensed as Residential Facilities by the State of Oregon;
- (b) Facilities licensed as Long-Term Care Facilities by the State of Oregon;
- (c) Any Specialized Living Facility for physically handicapped persons where the Senior Services Division provides payment for personal care services to a person, organization, or business other than an Adult Care Home operator.
- (d) Any house, institution, hotel or other similar living situation that supplies room only, and where no elderly, handicapped, or dependent persons reside who are provided any element of care for compensation to the operator, regardless of the source of compensation.
- (e) Any other facility which the Director may determine should not be licensed as an Adult Care Home. This determination shall be based upon good and sufficient cause and a showing that this action is in keeping with the intent and purpose of the Adult Care Homes Licensure Ordinance and these rules. When such a determination is made, the Director shall provide written documentation for it.

- 015-160 "Adult Foster Home" (AFH) is a subgroup of Adult Care Homes and means any family home or other facility which provides residential care, including room, board, supervision and services, for compensation to five or fewer elderly or disabled person(s) who are 18 years of age or older and are not related to the operator by blood or marriage.
- 015-170 "Applicant" means any person who completes an application for a license who is also the owner or operator of the business.
- 015-180 "Bill of Rights" means civil, legal or human rights afforded to Adult Care Home residents, which are in accord with those rights afforded to all other U.S. citizens, including but not limited to those rights delineated in the Adult Care Home Residents' Bill of Rights found in MCC 8.90.120.
- 015-190 "Board" means the provision of meals on a predictable and/or regular basis.
- 015-195 "Board of Nursing Rules" means the standards for Registered Nurse Teaching and Delegation to Unlicensed Persons according to the statutes and rules of the Oregon State Board of Nursing, ORS 678.010 to 678.445 and OAR 851-45-011, et seq.
- 015-200 "Capacity" means the maximum number of residents and other care recipients who will be permitted to reside in and/or to be provided care in an Adult Care Home, as determined by the Director.
- 015-210 "Care" means the provision of supervision in accordance with MCAR 890-015-940, services (in accordance with MCAR 890-015-920); and/or assistance with activities of daily living. Care includes provision of social and recreational activities and assistance with money management as needed. Care is directed toward helping residents to improve or maintain their level of functioning.
- 015-220 "Caregiver" means any person responsible for providing supervision, care or services to residents of an Adult Care Home, including the operator, the resident manager(s), and any [temporary, substitute or supplemental staff or other person designated to provide supervision, care, or services to residents.] substitute caregiver who provides supervision, care or services in the absence of the operator and resident manager(s).
- 015-230 "Care Plan" means the operator's written description of a resident's needs and capabilities, including by whom, when, and how often care, services and/or supervision will be provided.
- 015-240 "Case Management" means integrating social and health care options for or with a person receiving a service. Access is provided to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system.

- 015-250 "Case Manager" means an employee of the Department, a community mental health program subcontractor, or a similar public or private social service agency, who provides case management.
- 015-255 "Classification" means a designation of license assigned to an operator based on the operator's qualifications.
- 015-260 "Client" means a resident in an Adult Care Home for whom the State Senior Services Division or the State Mental Health Division or their designees, or similar agencies, authorizes service payments for care or otherwise provides case management services.
- 015-270 "Community Mental Health Program" means the organization of all services for persons with mental or emotional disturbances, drug abuse problems, mental retardation or other developmental disabilities, and alcoholism and alcohol abuse problems, operated by or contractually affiliated with a local mental health authority, and operated in a specific geographic area of the state under an intergovernmental agreement or direct contract with the State Mental Health Division.
- 015-280 "Compensation" means payments in cash, in-kind, or in labor, by or on behalf of a resident to an operator or common fund in exchange for room and board and care, room and board, or room and care, including any supervision, care, and services specified in the care plan. Compensation does not generally include the voluntary sharing of expenses between or among roommates.
- 015-290 "Compliance" means meeting the requirements of applicable laws, codes and rules, including abatement of any violations, resolution of noted problems, correction of cited deficiencies and/or meeting identified conditions imposed by the Director.
- 015-300 "Contract" means a written agreement between an operator and a resident or guardian for an operator to provide room and board and care, room and board, or room and care, including any supervision and other services specified in a care plan, to a resident of an Adult Care Home who is private paying, or who receives public assistance but no service payments. The contract specifies the monthly compensation to be paid to the operator for room, board, and/or care.
- 015-310 "Contract Foster Home" means an Adult Care Home which has been approved by and has a contract with the State Senior Services Division, State Mental Health Division or a similar agency to provide residential care to residents who receive service payments for supervision, care, and services.

- 015-320 "Criminal Offender Information" means records and related data, including fingerprints, received, compiled, and disseminated by the Oregon State Police and other law enforcement agencies for purposes of identifying criminal offenders and alleged offenders and maintained as to such persons' records of arrest, the nature and disposition of criminal charges, sentencing, confinement and release, including the OSP computerized Criminal History System.
- 015-330 "Day Care" means supervision, care, and/or services provided in an Adult Care Home to a person who does not stay overnight.
- 015-340 "Department" means the Department of Human Services, Multnomah County, Oregon.
- 015-350 "Dependent Person" means any person who has a physical, mental or emotional [dependency] disability of permanent or temporary duration which for the individual constitutes or results in a functional limitation to one or more major life activities.
- 015-360 "Developmental Disability" means a disability attributable to mental retardation, autism, cerebral palsy, epilepsy or other neurological handicapping condition which requires training or support similar to that required by individuals with mental retardation, and the disability:
- (a) Originates before the individual attains the age of 22 years, except that in the case of mental retardation the condition must be manifested before the age of 18; and
  - (b) Has continued, or can be expected to continue, indefinitely; and
  - (c) Constitutes a substantial handicap to the ability of the person to function in society; or
  - (d) Results in significant subaverage general intellectual functioning with concurrent deficits in adaptive behavior which are manifested during the developmental period. Individuals or borderline intelligence may be considered to have mental retardation if there is also serious impairment of adaptive behavior. Definitions and classification shall be consistent with the "Manual of Terminology and Classification in Mental Retardation" by the American Association on Mental Deficiency, 1983 Revision. Mental retardation is synonymous with mental deficiency.
- 015-370 "Director" means the Director of the Department of Human Services of Multnomah County, Oregon, or his or her designee.
- 015-380 "Disabled," synonymous with handicapped person.
- 015-390 "Egress" means a place or a means of going out of a building. Specifically, in an Adult Care Home egress refers to the means (doors, windows, stairs, etc.) by which an occupant may depart an Adult Care Home to a point of safety at ground level outside the home. The means of egress must be such that it is within the ability of the occupant to make use of it in an emergency.

- 015-400 "Elderly Person" means any person over the age of 60 who, for the purpose of these rules, is also limited in one or more major life activities.
- 015-410 "Evacuation Capability" means the ability of all occupants individually and as a group, including residents, operator or resident manager, family members, and other persons residing or working in the home, to evacuate the building to a point of safety outside the home; or in sprinklered buildings to relocate to a point of safety beyond a fire barrier. Evacuation capability is measured in three levels: prompt, slow and impractical:
- (a) "Prompt" means an evacuation capability which is equivalent to that of the general population, with fire drill times of 3 minutes or less;
  - (b) "Slow" means an evacuation capability in which occupants require assistance to move to a point of safety, with fire drill times over 3 minutes but not in excess of 13 minutes; and
  - (c) "Impractical" means an evacuation capability in which occupants cannot reliably move to a point of safety in a timely manner, with fire drill times in excess of 13 minutes.
- 015-420 "Exception" means an exemption from enforcement of the specific requirement of a regulation, rule or Standard.
- 015-430 "Exempt Area" means a County which has been determined by the State Department of Human Resources to provide a program for licensing and inspection of adult foster homes that is equal or superior to requirements of ORS 443.705 to 443.825, and which has been exempted from the license, inspection, and fee provisions of ORS 443.705 to 443.825. Multnomah County has been designated as such an exempt area on the basis of the Adult Care Homes Licensure Ordinance and these rules.
- 015-440 "Exitway" means a continuous and unobstructed path of travel, separated from all other spaces of the building by a fire barrier or smoke barrier, through which a person can move to gain egress to the exterior of a building.
- 015-450 "Exploitation" means any act or absence of action that deprives or threatens to deprive the resident of sexual autonomy, personal resources or entitlements, and that is inconsistent with resident needs or prescribed resident care. Exploitation includes but is not limited to:
- (a) Sexual exploitation of residents, including : coercive or otherwise inappropriate physical contact between the operator or staff and a resident, of a nature to arouse or satisfy a sexual desire; coercive or otherwise inappropriate physical contact between residents; failure of the operator or staff to discourage sexual advances of residents toward the operator or staff; and failure of the operator or staff to discourage

coercive or otherwise inappropriate sexual advances of residents toward other residents; and

[(b) Financial exploitation, including: charging excessive rates in relation to the physical circumstances of the home or the actual supervision, care, and services provided, as compared with the community standard of rates for such physical circumstances or supervision, care, and services; requirements for advance payments beyond 30 days; requesting or requiring private service payments for State clients in excess of State authorized service payment rates for care; unreasonable rate increases; borrowing from or loaning money to residents; witnessing wills in which a caregiver is beneficiary; adding a caregiver's name to resident bank accounts, property or legal contracts for the caregiver's personal benefit or gain; entering into inappropriate financial arrangements, selling caregiver's property to a resident, or appropriating residents' personal property for benefit or gain; expending resident's personal funds without authorization or otherwise borrowing from or pledging such funds; co-mingling a resident's funds with a caregiver's or another resident's funds; or becoming a resident's guardian or conservator.]

(b) Financial exploitation, including taking or disposing of any funds or property belonging to a resident; influencing a resident to give or loan any funds or property to a caregiver or to a relative or a friend of a caregiver (other than the reasonable payments due for the supervision, care or services being provided to the resident); or becoming a resident's guardian, conservator, trustee or attorney-in-fact (under a power of attorney). [charging excessive rates in relation to the physical circumstances of the home or the actual supervision, care, and services provided, as compared with the community standard of rates for such physical circumstances or supervision, care, and services;] Examples of financial exploitation include but are not limited to:

- Requirements for advance payments [beyond] to cover more than 30 days;
- Requesting or requiring private service payments for State clients in excess of State authorized service payment rates for care;
- Unreasonable rate increases;
- Borrowing from or loaning money to residents;
- Witnessing wills in which a caregiver or their family is beneficiary;
- Adding a caregiver's or a member of the caregiver's family name to resident bank accounts, property or legal contracts for the caregiver's personal benefit or gain;

- Entering into inappropriate financial arrangements, selling caregiver's property to a resident, or appropriating residents' personal property for benefit or gain;
- Expending resident's personal fund without authorization or otherwise borrowing from or pledging such funds;
- Charging excessive rates for care or services; or
- Co-mingling a resident's funds with a caregiver's or another resident's funds [or becoming a resident's guardian or conservator.]

015-460 "Final Order" means an order of the Director or of a designated hearings officer which becomes final by not being appealed in a timely manner as required by MCC 8.90.090 and these rules, or an order of the Board of County Commissioners.

015-470 "Fire barrier" means a continuous surface, such as a wall, ceiling or floor, designed to limit the spread of fire and restrict smoke movement, including doors which are at least tight fitting, 1 3/8" solid core wood, and which are equipped with a closing device such as spring loaded hinges.

015-480 "Flame spread rating" means a measure of how fast flames will move across the surface of a material, which is dependent on composition and finish; measured in three levels: Class A 0-25, Class B 26-75 and Class C 76-200.

015-490 "Handicapped Person" means any person who has a physical or mental impairment of permanent or temporary duration which for the individual constitutes or results in a functional limitation to one or more major life activities, activities of daily living, or personal care activities; synonymous with disabled.

015-500 "Hazardous Area" means any space that contains storage or fuel load conditions exceeding that of approved building construction, and which has the potential for a fully involved fire, including attached garages and utility rooms containing fuel fired water heaters, furnaces or clothes dryers. Other areas which may be hazardous include storage areas containing highly combustible products such as paints and thinners or accumulations of paper, furniture, wood, etc.

015-510 "Home" means the [facility] physical structure in which residents live; synonymous with Adult Care Home.

015-520 "Homelike" means a physical and social environment which promotes the comfort, security, and dignity of residents, through the provision of furnishings and interior decorations which are comfortable and encourage normal social interactions, and through the provision of personalized, care, services, and/or supervision which encourage independence, choice, and decision-making by residents.



- 015-530 "House Rules" means those written and posted rules governing house activities, including expected resident conduct and responsibilities and any restrictions, which are developed by the operator and approved by the Department. (See MCAR 890-020-420)
- 015-540 "Imminent Danger" means a danger which could reasonably be expected to cause death, or to cause harm to a person's physical or mental well-being as a result of abandonment, abuse, neglect, exploitation, hazardous conditions, or threatening behavior, or to pose a threat to the life, health, safety or welfare of residents, caregivers or other occupants in the immediate future, or before such danger could be eliminated through the regular enforcement procedures.
- 015-550 "Inspection" means an evaluation of the physical environment and related records of an Adult Care Home in order to determine whether the facility is in compliance with applicable laws, codes and rules prior to issuing or renewing a license; or in order to monitor ongoing compliance of the facility; or in order to determine the validity of a complaint.
- 015-560 "Interview" means an evaluation of the caregivers, occupants, social environment, operations, and related records of an Adult Care Home in order to determine whether the operator, resident manager(s) and other caregivers, and their training, practices, and care, are in compliance with applicable laws, codes and rules prior to issuing or renewing a license; or in order to monitor ongoing compliance of the caregivers and operations of the home; or in order to determine the validity of a complaint; or in order to determine if a resolution can be achieved without a hearing when a hearing has been requested to contest an involuntary termination of residency.
- 015-570 "Investigation" means conducting an inspection(s) and/or an interview(s) for an identified purpose.
- 015-580 "Law Enforcement Agency" means any city or municipal police bureau or department, the County Sheriff's office, the Oregon State Police, or the district attorney's office.
- 015-590 "Legal Representative" means an attorney at law, a person holding a general power of attorney or a power of attorney for health care, a guardian, conservator, or any person appointed by a court to manage the personal or financial affairs of a resident, or a person or agency legally responsible for the welfare or support of a resident.
- 015-600 "License" means an approval issued by the Director to applicants who meet the requirements of the Adult Care Homes Licensure Ordinance and these rules.

015-610 "Licensed Adult Care Home" means a facility which has been investigated and approved by the Director, upon application and payment of fees; this requires both an annual on-site inspection of the facility and a personal interview with the operator, resident manager(s) if any, and other caregivers if any, prior to issuing a license.

015-620 "Limited Mobility" means a restricted ability to access the home's facilities, requiring support or use of crutches, walker, or other devices, or the use of a wheelchair on a temporary or occasional basis.

015-630 "Major Life Activities" means self-care, ambulation, communication, transportation, education, socialization, employment, and the ability to acquire and maintain adequate, safe, and decent shelter.

015-640 "Mental or Emotional Disturbances (MED)" means a disorder of emotional reactions, thought processes, or behavior that results in substantial subjective distress or impaired perceptions of reality or impaired ability to control or appreciate the consequences of the person's behavior and constitutes a substantial impairment of the person's social, educational, or economic functioning. Medical diagnosis and classification shall be consistent with the current Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association.

[015-640 "Mentally Retarded or Other Developmental Disability (MR/DD)" means a person with mental retardation or other developmental disability. Mental retardation means a person with significantly subaverage general intellectual functioning existing concurrently with deficits in adaptive behavior and manifested during the developmental period. Persons of borderline intelligence may be considered mentally retarded if there is also serious impairment of adaptive behavior. Definitions and classifications shall be consistent with the Manual on Terminology and Classification in Mental Retardation of the American Association of Mental Deficiency, 1977 Revision. Mental retardation is synonymous with mental deficiency.

For community case management and program purposes, mental retardation includes those persons of borderline intelligence who have a history of residency in a state training center.

- (a) "Adaptive Behavior" means the effectiveness or degree with which the individual meets the standards of personal independence and social responsibility expected for age and cultural group.
- (b) "Developmental Period" means the period of time between birth and the 18th birthday.
- (c) "Intellectual Functioning" means functioning as assessed by one or more of the individually administered general intelligence tests developed for the purpose.

- (d) "Significantly Subaverage" means a score on a test of intellectual functioning that is two or more standard deviations below the mean for the test.

Developmental disability means a person with a disability which is attributed to mental retardation, cerebral palsy, epilepsy or other neurological handicapping condition which requires training similar to that required by persons with mental retardation, and the disability:

- (e) Originates before the person attains the age of 22 years, except that in case of mental retardation the condition must be manifested before the age of 18;
- (f) Has continued, or can be expected to continue indefinitely; and
- (g) Constitutes a substantial handicap to the person's ability to function in society.]

015-650 "Multiple Home Operator" means an operator with the right or power of control over the operations or physical structure of two or more Adult Care Homes.

015-660 "Neglect" means any act or absence of action, whether intentional, careless, or due to ignorance, indifference, incompetence, poor health, or inadequate experience, training or skill, which causes or threatens to cause physical or mental harm to a resident, and that is inconsistent with resident needs or prescribed resident care. Neglect includes, but is not limited to:

- (a) Withholding or failure to provide adequate food, shelter, clothing, supervision, care, or services necessary to insure the health, safety and well-being of a resident, or failure to supply adequate staffing necessary to provide such food, shelter, clothing, supervision, care, or services;
- (b) Failure to make a reasonable effort to discover what care is necessary to the well-being of a resident;
- (c) Failure to provide a safe and sanitary environment or to supply adequate staffing necessary to provide such an environment;
- (d) Recklessly endangering a resident's health, safety or welfare;
- (e) Improper administration or supervision of medication(s);
- (f) Withholding or failure to seek appropriate medical attention and care, or failure to direct staff or to provide adequate staffing necessary to seek appropriate medical attention and care;
- (g) Inadequate changing of beds or clothes;
- (h) Inadequate personal care of incontinent residents; [or]

(i) Failure to help with personal grooming.

(j) Failure to follow the Plan of Care.

- 015-670 "Nonambulatory" means unable to walk independently, requiring a wheelchair or similar device on a constant basis to facilitate movement.
- 015-680 "Noninjectable Medications" means all oral and topical medications and suppositories, except urethral suppositories, but including controlled substances. This is not meant to include moisturizing or body lotions, medicated shampoos, and bowel evacuation suppositories.
- 015-690 "Nurse" means a person who has been licensed to practice nursing by the Oregon State Board of Nursing as a Practical Nurse (LPN) or Registered Nurse (RN), or an RN certified as a Nurse Practitioner, under authority of ORS Chapter 678 in accordance with OAR Chapter 851.
- 015-700 "Nursing Assistant" means a person who assists licensed nursing personnel in the provision of nursing care, and who has been certified by an approved training program in accordance with rules adopted by the Oregon State Board of Nursing in OAR Chapter 851. Nursing assistants may be known as, but are not limited to, a nurses aide, home health aide, geriatric aide, or psychiatric aide.
- 015-710 "Nursing Care" means the practice of nursing by a licensed nurse, including tasks and functions relating to the provision of nursing care that are delegated under specified conditions by a registered nurse to persons other than licensed nursing personnel, which is governed by ORS Chapter 678 and rules adopted by the Oregon State Board of Nursing in OAR Chapter 851.
- 015-720 "Occupant" means any person residing in an Adult Care Home, including residents, operator, resident manager(s), other live-in caregivers or employees, caregivers' family members, caregivers' live-in friends, or other lodgers.
- 015-725 "Ombudsman" means the State Long Term Care Ombudsman or an individual designee appointed by the Ombudsman to serve as a representative of the Ombudsman Program in order to investigate and resolve complaints on behalf of Adult Care Home residents.
- 015-730 "Operator" means the owner, lessor, sublessor, corporate officer, director, or any other person with the right or power of control over the operations or physical structure of an Adult Care Home; also the person licensed to operate an Adult Care Home who has overall responsibility for the provision of room and board, room and board and care, or room and care, who meets the Standards outlined in these rules, and who has been approved by the Director. Applicant, provider, licensee, and operator are all synonymous terms.

- 015-740 "Owner" means any person with any legal or equitable interest in, and with the right or power of control over the operations or physical structure of an Adult Care Home.
- 015-750 "Party" means a person who is directly affected by the outcome of a proceeding or contested hearing and, unless such rights are waived, is entitled to participate in the hearing in the manner of area(s) specified by the hearings officer according to these rules. Parties include:
- a) Multnomah County, through the Department of Human Services;
  - b) The person(s) requesting the hearing and named respondents;
  - c) Residents of the involved Adult Care Home where vacation, closure or demolition of the home, or relocation of the residents, is a reasonable possible outcome of the proceeding or hearing.
- 015-760 "Physician" means a person who has been licensed to practice medicine by the Oregon State Board of Medical Examiners, under authority of ORS Chapter 677.
- 015-770 "Person" includes an individual, partnership, corporation, or organization.
- 015-780 "Point of Safety" means a location which is either exterior to and away from the building, or beyond a fire barrier and away from a fire area in a sprinklered building.
- 015-790 "Provide" means to furnish or make available room, board, supervision, care, or services to residents for compensation. An operator who advertises, including word-of-mouth advertising, to provide room and board and care, room and board, or room and care is deemed to operate an Adult Care Home for the purpose of these rules.
- 015-800 "Provider," synonymous with operator.
- 015-810 "Relative Foster Home" means a home which provides supervision, care, and services only to a relative(s), by blood or marriage, who is eligible for financial assistance from the State, and which is in substantial compliance with these rules. Relative foster homes are not subject to a licensure fee. A spouse is not eligible for compensation as a relative foster home provider. If services are provided to a relative without compensation from the State, the home is not required to be licensed.
- 015-820 "Resident" means any elderly person, or handicapped or dependent person age 18 or older not related to the provider by blood or marriage in the fourth degree as determined by civil law, who is or was at any relevant time residing in an Adult Care Home and receiving room and board and care, room and board, or room and care for compensation, regardless of the source of compensation.

- 015-830 "Resident Manager" means an employee of the operator who lives in the Adult Care Home part or full time, is directly responsible for the facility on a day-to-day basis, is directly responsible for the provision of room, board, and/or supervision, care, and services to the residents, who meets the Standards outlined in these rules, and who has been approved by the Director. If an employee has primary responsibility for any 24 hour period on a regular basis, that person is considered a resident manager for the purpose of these rules.
- 015-835 "Residential Care" means any care provided in an Adult Care Home.
- 015-840 "Residential Facility" means a Residential Care Facility, Residential Treatment Facility/Home, or Residential Training Facility/Home which is licensed by the State of Oregon in accordance with ORS 443.400 to 443.455.
- 015-850 "Respite Care Resident" means a person who receives room, board, supervision, care, or services in an Adult Care Home for a period of up to 30 days.
- 015-855 "Restraints" means any physical device or chemical substance [prescribed by a physician] which restricts movement or functioning of a resident.
- 015-860 "Room" means the provision of a place to sleep on a predictable and/or regular basis.
- 015-870 "Room and Board" means the provision of a place to sleep and meals on a predictable and/or regular basis. For the purpose of these rules, it is expected that payment for room and board will entitle the resident to 3 meals a day, housekeeping, and facilities for laundry, unless the written contract between the operator and the resident or resident's guardian specifies otherwise.
- 015-880 "Room and Board and Care" means, in addition to the provision of room and board, the provision of care, services, and/or supervision.
- 015-890 "Room and Care" means the provision of a place to sleep on a predictable and/or regular basis, and the provision of care, services, and/or supervision. For the purpose of these rules, it is expected that payment for room will entitle the resident to housekeeping and facilities for laundry, unless the written contract between the operator and the resident or resident's guardian specifies otherwise.
- 015-900 "Service Payment" means a payment to a resident which allows the resident to purchase supervision, care, and services from an Adult Care Home operator. Service payments are authorized by the State Senior Services Division, the State Mental Health Division, local designees or their subcontractors, or by similar agencies.

- 015-910 "Service Plan" means a written plan developed and negotiated among the case manager, operator, the resident or the resident's legal representative, and others as appropriate, that identifies an individual resident's needs, and facilitates the provision and coordination of supervision and services to meet those needs.
- 015-920 "Services" means those activities provided in the Adult Care Home which help residents develop appropriate skills to increase or maintain their level of functioning, or which assist them to perform personal care or activities of daily living. Additional services available in the community and arranged for by the resident's case manager or by the operator or other caregiver may include: mental health services; habilitation services; rehabilitation services; social services; routine and emergency medical, dental, and other health care services; educational services; financial management services; legal services; vocational services; transportation, recreational and leisure activities; and other services required to meet a resident's needs.
- 015-930 "Smoke barrier" means a continuous surface such as a wall, ceiling or floor designed to restrict smoke movement but which may have limited fire resistive characteristics, including doors which are at least tight fitting hollow core or panel type and capable of resisting the passage of smoke.
- 015-940 "Supervision" means protective awareness of the residents' general whereabouts and functioning, including: monitoring the activities of the residents while on the premises of the home; generally ensuring residents' health, safety and welfare; and the ability and readiness to intervene on behalf of a resident if a crisis arises.
- 015-950 "Termination of Residency" means a written notice given by an operator to a resident or resident's guardian requiring that the resident vacate the Adult Care Home; similarly, a written notice given by a resident, resident's guardian or payor to an operator of intent to vacate an Adult Care Home.
- 015-960 "Twenty-four Hour Care" means the round-the-clock availability of caregivers on the premises when residents are present in the home, for the provision of supervision, care, and services on a 24 hour basis in response to resident needs.
- 015-970 "Type B Area Agency on Aging (AAA)" means an established public agency within a planning and service area designated under Section 305 of the Older Americans Act which has responsibility for local administration of State Senior Services Division programs. The Department's Aging Services Division is a designated Type B AAA through State contract.
- 015-980 "Variance" means an approval of alternative means or procedures for accomplishing specific requirements or objectives of a regulation, rule or Standard.

015-990 "Written Consent" means a written statement by a resident or resident's guardian following receipt of a notice of a termination of residency from an operator, whereby the resident or resident's guardian waives the right to his or her full period of notice as specified in these rules and agrees to move in a shorter period of time. Similarly, a written statement by an operator following receipt of a notice of a termination of residency from a resident, resident's guardian or payor, whereby the operator waives the right to his or her full period of notice as specified in these rules and agrees to allow the resident to move in a shorter period of time.



MULTNOMAH COUNTY  
ADMINISTRATIVE RULES FOR  
LICENSURE OF ADULT CARE HOMES

PART II STANDARDS FOR ADULT CARE HOMES  
MCAR 890-020-100 THROUGH 890-020-800

890-020-100 Classification and Capacity

020-110 Classification of Adult Foster Homes

- (a) The Director shall classify Adult Foster Homes as Class I, Class II, or Class III, based upon the qualifications of the operator (applicant) or the resident manager managing the home. The classification affects what level of residents' care needs may be provided by the homes. These classification provisions do not pertain to room and board facilities where no care is provided.
- (A) A Class I license may be issued if the applicant or resident manager completes the training requirements outlined in Section 890-020-300.
- (B) A Class II license may be issued if the applicant or resident manager completes the training requirements outlined in Section 890-020-300 and has two years' experience in providing direct care.
- (C) A Class III license may be issued if the applicant or resident manager completes the training requirements outlined in Section 890-020-300, and:
- (1) Is a health care professional such as a registered nurse, pharmacist, doctor, occupational therapist, or physical therapist; or
  - (2) Is a licensed practical nurse (LPN) under the supervision of a registered nurse; or
  - (3) Has three years' experience in providing direct care to persons who are dependent in four or more ADLs; and
  - (4) Can provide current satisfactory references from at least two medical professionals, such as a physician and registered nurse, who have direct knowledge of the applicant's ability and past experience as a caregiver. For applicants or resident managers in foster homes serving residents with developmental disabilities (DD) or with an emotional disturbance (MED) these references should be from a psychiatrist, psychiatric nurse, or other professional approved by the Director.

- (b) An operator with a Class I license may only admit residents who need assistance in up to four activities of daily living (ADLs). No nursing tasks may be provided or delegated. [except for routine maintenance of] A Class I provider may administer routine oral medications. The resident must be in stable medical condition. All occupants must be ambulatory and able to independently evacuate the premises to a point of safety within three minutes. (Refer to MCAR 890-020-882(h) for compensation for slow evacuations.)
- (c) An operator with a Class II license may provide care for residents who require assistance in all activities of daily living, but are not dependent in more than three activities of daily living. Routine nursing tasks (Refer to Appendix A) may be delegated to the operator and qualified staff under the Board of Nursing Rules. All occupants will be capable of vacating the premises to a point of safety within three minutes if verbal or visual cues or physical assistance in vacating the home is provided. (Refer to MCAR 890-020-882(h) for compensation for slow evacuations.)
- (d) An operator with a Class III license may provide care for residents who are dependent in activities of daily living, except that no more than one bed-care or totally dependent person may be in residence at one time. Complex tasks (Refer to Appendix A) will be performed by a registered nurse or may be delegated under the Board of Nursing Rules, with written justification by both physician and registered nurse and specific approval granted by the Director. One resident may be dependant in ambulation. All occupants shall be able to evacuate the premises to a point of safety within three minutes independently, if provided with verbal or visual cues or by being bodily removed. (Refer to MCAR 890-020-882(h) for compensation for slow evacuations.)
- [(e) If a resident's care needs change resulting in care requirements greater than the operator's license classification allows, the operator shall notify the Division and may request:]
  - [(A) A reclassification of the operator's license; or]
  - [(B) An exception or variance which allows the resident to remain in the adult foster home. An exception or variance may be granted if:]
    - [(1) The best interests of the resident are served by remaining in the facility; and]
    - [(2) The operator is able to provide appropriate care of the resident; or]
    - [(3) Additional staff is hired to meet the additional care requirements; or]

[(4) Outside resources are available to meet the resident's care needs.]

(e) Operators may only admit or continue to care for residents whose impairment levels are within the classification level of the home. The operator shall notify the Department and may request in writing an exception or request a reclassification of the license if:

- (1) A new resident wishes to be admitted whose impairment level exceeds the license classification level; or
- (2) A current resident becomes more impaired, exceeding the license classification level; or
- (3) There is more than one totally dependent or bed care resident in the home.

(f) The Director may grant an exception which allows the resident to be admitted or remain in the adult foster home if the following criteria are met:

- (1) The operator is able to provide appropriate care of the resident in addition to the care of the other residents; or
- (2) Additional staff is hired to meet the additional care requirements of all residents in the home; or
- (3) Outside resources are available and obtained to meet the resident's care needs; and
- (4) It is the choice of the resident to reside in the home; and
- (5) The three (3) minute fire evacuation standard for all residents and occupants can be met.

(g) Operators requesting an exception to admit a new resident whose impairment level exceeds the license classification level of the home or in the case where admitting a resident would bring the operator in violation of the rule allowing no more than one bed-care or totally dependent person in the residence at one time (MCAR 890-020-110(d), such a request must be made and approved by the Department prior to the operator admitting the resident.

#### 020-120 Capacity

- (a) The number of residents permitted to reside in an Adult Care Home shall be determined by the ability of the staff to meet the care needs of the residents, the fire safety standards for evacuation, and compliance with the physical structure standards of these rules.
- (b) The determination of maximum capacity shall consider total household composition, including all persons receiving room, board, care, respite care, or day care in any combination thereof, all adult family members who are receiving ongoing care, and children requiring care and supervision.

- (c) The maximum capacity of adult foster homes is five elderly, disabled, or dependent persons who are eighteen years of age or older and are not related by blood or marriage to the operator. This limit of five includes persons receiving day care and relatives of the operator or resident manager if the relatives are receiving care.
- (d) An exception may be granted for relatives and day care residents if the following criteria are met:
  - (A) The operator can demonstrate the ability to evacuate all residents within three minutes;
  - (B) The operator has adequate staff and has demonstrated the ability to provide appropriate care for all residents;
  - (C) There is an additional forty square feet of common living space for each person above the five residents;
  - (D) Bedrooms and bathrooms meet the requirements of these rules;
  - (E) The care needs of the additional persons are within the classification of the license and any conditions imposed on the license; [and]
  - (F) The well-being of the household, including any children or other family members, will not be jeopardized; and
  - (G) There are arrangements for day care persons to sleep in areas other than residents' rooms or space designated as common use areas.
- (e) Maximum capacity of the Adult Care Home shall be determined by the Director at the time of the initial licensure investigation. It shall be reviewed if there are indications that the health, safety, or welfare of the Adult Care Home occupants is threatened. Changes in the approved maximum capacity may occur if:
  - (A) There are substantiated complaints of abandonment, abuse, exploitation, neglect;
  - (B) The operator is unable to demonstrate prompt (within 3 minutes) evacuation of all occupants to a point of safety;
  - (C) The care needs of residents change;
  - (D) The training and expertise of the operator/staff changes;
  - (E) The care needs of children or other household members change; or
  - (F) There are other factors that could threaten the health, safety, and welfare of the residents.

890-020-200 Standards for Adult Care Home Operators, Resident Managers, and [Other] Substitute Caregivers.

In order to qualify for and to maintain a license, an Adult Care Home operator, resident manager, or [other] substitute caregiver shall meet the following requirements:

020-210 Age

- (a) Operators and resident managers shall be at least 21 years of age.
- (b) [Other] Substitute caregivers must be at least 18 years of age. A caregiver who is 18 but under 21 years of age shall not have sole responsibility for resident services, care, and/or supervision for a period of longer than two hours.

020-220 Background

- (a) Operators and resident managers shall provide evidence satisfactory to the Department regarding education, experience, training, or knowledge related to the population to be served, as required for the classification level of the home, and regarding interest and concern in operating, managing or providing care in a home for the elderly, for physically, mentally or emotionally handicapped adults, or for alcohol or drug dependent or other dependent adults. Such evidence may include, but not be limited to, one or more of the following: certified nurse's aide training; Adult Care Home, group home, nursing home, hospital or institutional work experience; Licensed Practical Nurse or Registered Nurse training and experience; satisfactory completion of approved Adult Care Home training programs; experience in caring for frail elderly, handicapped or dependent adults at home; and home management skills.
- (b) Operators and resident managers shall possess physical and mental health, good judgment and ability determined necessary by the Department to provide room, board, supervision, care, and/or services to adults who are elderly, handicapped or dependent, and provide a statement from a physician or nurse practitioner to this effect on a form provided by the Department. Applicants with documented history or substantiated complaints of substance abuse or mental illness must provide evidence satisfactory to the Department that they have received treatment/rehabilitation or provide references regarding their current condition and are currently capable of operating, managing or providing care in a home for elderly, handicapped or dependent adults.
- (c) Operators and resident managers shall possess good personal character determined necessary by the Department in order to provide room, board, supervision, care, and/or services to adults who are elderly, handicapped or dependent, and provide the names of at least three nonrelative character references, to be contacted by the Department, who can attest to the applicant's character and qualifications.

- (d) All other substitute caregivers, or other persons who work, live or spend significant periods of time in the household, may be subject to the same inquiries or investigations described above. Such persons may also be required to provide satisfactory evidence, if requested, that their presence in the household does not jeopardize residents.
- (e) A resident shall not provide supervision, care, or services, or act as a resident manager or other regular or substitute caregiver, unless employed for appropriate compensation, and approved by the Department pursuant to these rules.

020-230 Criminal History

- (a) Persons who have been convicted of one or more crimes [within the last ten years] which are substantially related to the qualifications, functions or duties of an operator, manager, [other] substitute caregiver, other employee or other household member in an Adult Care Home shall be prohibited from operating, working in, or being in an Adult Care Home on a regular basis.
- (b) Persons who have been charged with or arrested for one or more crimes which are substantially related to the qualifications, functions, and duties of an operator, manager, [other] substitute caregiver, other employee, or other household member in an Adult Care Home with final disposition of the charge or arrest not yet reached may be prohibited from operating, working in or being in an Adult Care Home on a regular basis. Appropriate administrative sanctions may be imposed by the Director pending final disposition of the charge or arrest, if the Director determines that the health, safety, or welfare of residents of an Adult Care Home would be jeopardized or compromised in the interim period.
- (c) Such related crimes include, but are not limited to the following: child abuse, child neglect, incest, abandonment of a child or dependent person, homicide, assault, kidnapping, sexual offenses and offenses against public health and decency (prostitution, offenses involving narcotics, alcohol abuse and dangerous drugs), and crimes against property (arson, burglary, forgery, theft, embezzlement or obtaining property under false pretenses).
- (d) In order to protect the health, safety and welfare of residents, all operators, resident managers, other caregivers, and household members age 16 and over other than residents receiving care are subject to an annual criminal record clearance; other persons over 16 who are in the home on a regular basis also may be subject to such a clearance. Identified individuals are required to complete and to sign a criminal record release authorization form giving name, aliases, birthdate, social security number, and drivers license number, and to provide information regarding any criminal history.

- (e) A criminal record release authorization form for new resident managers or caregivers shall be provided to the Department prior to or at the time of employment. Such a new employee may be hired only on a probationary basis pending completion of the criminal record check.
- (f) The Department will verify information regarding criminal history to ascertain whether identified individuals have been convicted of a crime, other than a minor traffic violation, which is substantially related to the qualifications, functions, and duties of caregivers, operators, managers or other employees. In the case of other persons who reside in the home on a regular basis, the Department will ascertain whether the individuals have been convicted of a crime which may jeopardize the health, safety or welfare of residents.
- (g) A person who is found to have a criminal history shall be required to provide the Department with an official copy of his or her criminal record, obtained from a law enforcement agency, prior to processing his or her application. The applicant shall bear any costs associated with obtaining such a copy.
- (h) The criminal offender information records of applicants shall be carefully evaluated in determining approval of a home or person(s) for a license.
- (i) A person who is found to have a criminal history shall be given an opportunity for a personal interview or administrative conference to review his or her record. [and any intervening circumstances prior to any final action by the Department.]
- (j) If a person was convicted of a crime other than those listed in paragraph (c) above or a period of more than ten (10) years has passed since the conviction for a crime listed in paragraph (c) above then all intervening circumstances shall be considered before final action by the Director.
- [(j)] Factors to be considered in evaluating intervening circumstances and relevant background information shall include the following:
  - (k)
    - (A) Type of crime and number of offenses;
    - (B) Whether the victim of the crime was elderly, handicapped or dependent;
    - (C) Passage of time since the crime was committed;
    - (D) Circumstances surrounding the commission of the crime which would demonstrate that repetition is unlikely;
    - (E) Activities since conviction or arrest such as employment, participation in therapy or education that indicate changes in behavior; and
    - (F) Character references.

[(k)] Criminal offender information will not be used for any purpose  
(l) other than that for which it was obtained, or given to unauthorized persons or agencies. This information can only be used as a reference to identify the source of original record or in direct discussion with the person concerned.

[(l)] Criminal record information cannot be shared with persons other  
(m) than the individual involved. Without written authorization, the Department may only notify an operator whether current or potential employees or household members are approved or denied, or whether conditions are imposed, on the basis of such criminal offender information.

020-240 Financial Resources

- (a) Operators at the time of initial application or when requested by the department shall provide a projected annual budget for household operations and provide evidence of sufficient financial resources to operate an Adult Care Home for at least two months, not counting potential resident payments. [which meets the requirements of these rules.] A credit reference check may be required.
- (b) Operators shall compensate nonrelated resident managers and other caregivers, including respite and substitute caregivers, as necessary to maintain a stable environment and to provide quality care in the home. Operators shall be in compliance with all applicable provisions of Federal and State wage and hour laws.

020-250 Communication Skills

- (a) Operators, resident managers, and other caregivers shall be capable of speaking and reading English, unless the language spoken and written by the operator or manager is also the language spoken by all residents in the home and their physician(s), and unless there is 24-hour bilingual back-up for translation in an emergency.
- (b) Operators, resident managers and other caregivers shall be capable of understanding and communicating with residents, physicians, families, guardians, and case managers.
- (c) At all times, operators, resident managers and other caregivers shall be able to respond appropriately to emergency situations and to communicate with persons providing emergency medical, police, fire or other assistance.

020-260 Cooperation

- (a) Operators, resident managers, other caregivers and other household members shall cooperate with Department personnel or designees in application procedures, inspections, interviews, complaint investigation procedures, planning for client care, and other necessary activities, and shall allow full access of



Department personnel or designees to the Adult Care Home facility, to its caregivers, residents and other occupants, and to its records concerning residents or pertaining to the operations of the Adult Care Home.

- (b) Operators, resident managers, other caregivers and other household members shall abide by the terms of these administrative rules and Standards.
- (c) Operators shall not hire or continue to employ a resident manager or other caregiver who does not meet the Standards of MCAR 890-020-200 to 300, or abide by the terms of these rules.
- (d) Operators shall make these rules available to all caregivers in the home.

890-020-300 Standards for Training Adult Care Home Operators, Resident Managers, and Other Caregivers

020-310 Orientations Required

- (a) New applicants and potential resident managers shall attend an orientation conducted by the Department prior to being licensed.
- (b) Licensed operators and resident managers may be required by the Department to attend orientations concerning major rule or program changes.
- (c) The Department may require attendance of other caregivers in the home at such orientations.

020-320 Training Required

- (a) Operators and resident managers are required to certify successful completion of Level A CPR training on an annual basis.
- (b) [Upon availability of the Multnomah County-approved 18 hour Basic Training Course,] All new operators and resident managers [licensed as of that date] will be required to successfully complete the approved 18-hour basic training hours. [this course.] New applicants must complete the course within 60 [90] days of being licensed, or sooner if required as a condition of being licensed. [Operators and resident managers licensed prior to the date the training becomes available must complete the course within a year of that date. Operators will be given written notice when the training becomes available.] Operators of Adult Care Homes for residents with developmental disabilities (DD) or with an emotional disturbance (MED), or other special needs populations shall be required to take the approved 18 hour basic training course relating to the care of the population they serve when it becomes available. Written notice will also be sent to these operators when the training is available. [New and] Current operators of these homes will complete the basic training course approved for them within one year from when they are notified that the training is available

[the same time limits noted above except] New operators may have up to 60 [180] days after licensing to complete the course [if the Director judges this necessary.]

- (c) Substitute caregivers shall take the Caregiver Preparatory Training Course as developed by Multnomah County prior to providing any care to residents. This course will provide the basic knowledge and skills needed to maintain the health, safety and welfare of the residents. Operators and Resident Managers must also complete this course or the 18 Hour Course prior to providing any care to residents. However, the Preparatory Training Course will not substitute for the 18 Hour Course as required in (b) above.
- (d) The Director may grant an exception to the Caregiver Preparatory Training Course if the operator, resident manager or substitute caregiver holds a current Oregon license or certificate as a physician, registered nurse, licensed practical nurse or certified nursing assistant (CNA); or who demonstrates the ability to provide adequate care to residents based on similar training or on at least one year of experience providing direct care to elderly, handicapped or dependent adults.
- (e) The operator must orient any resident manager or substitute caregiver to the home and to the residents including the items listed in Appendix D. The operator shall keep a completed copy of Appendix D on file for each substitute caregiver. No exceptions will be given to this requirement.
- [(c)] Each subsequent year following the Basic Training Course, the  
(f) operator and resident manager are required to take at least [six] ten hours of approved ongoing training related to care of elderly and disabled persons, in addition to any required orientations and CPR training. Operators and resident managers of homes serving residents with developmental disabilities (DD) or with a mental or emotional disturbance (MED) will be required to take at least [6] ten hours of approved ongoing training related to the care of the special population they serve.
- [(d)] The Department may require other caregivers in a home to attend  
(g) up to [six] ten hours of training annually, and CPR training.
- [(e)] If an operator, resident manager or other caregiver is not in  
(h) compliance with these rules, the Department may require additional training in the deficient area, whether or not the [six] ten hour annual training requirement has already been met.
- [(f)] Training shall be recorded on a form provided by the Department  
(i) and supported by certificates, attendance records or other documentation. The operator shall keep documentation that all caregivers for the home have met the training requirements.

- [(g)] Adult Care Homes provided for in 890-020-250 (a), where a  
(j) language other than English is the principle language, shall have training opportunities provided for them in that language in order to meet the training requirements of these rules. Training courses must be approved by the Director in order to apply toward the training requirement.

890-020-400 Standards for Practices in all Adult Care Homes

In order to qualify for and to maintain a license, the following practices must be observed by operators, resident managers, other caregivers, and other household members:

020-410 Resident Rights

Operators, resident managers, other caregivers, other employees, and other household members shall:

- (a) Allow residents to exercise all civil and human rights accorded to other citizens.
- (b) Comply with all provisions of the Residents' Bill of Rights as required by MCC 8.90.120.
- (c) Permit representatives of community legal services programs, and similar non-profit community service or advocacy organizations which render service without charge, to have access to any and all residents of the facility during reasonable visiting hours in order to make services available to residents, to distribute educational materials regarding resident rights and entitlements, and to assist residents in claiming their rights and entitlements. A resident has the right to refuse contact by any individual or organization having access to the facility under this section.
- (d) Exercise reasonable precautions against any conditions which could threaten the health, safety, or welfare of residents.
- (e) Not discriminate against residents with regard to race, color, creed, sexual orientation, or national origin.
- (f) Not inflict, allow to be inflicted, or expose residents to: abandonment; physical, verbal or emotional abuse; punishment; sexual or financial exploitation; hazardous conditions; neglect.
- (g) Not co-mingle, borrow from, or pledge any funds of a resident. Personal Incidental Funds (PIF) for clients of the Senior Services Division are to be used at the discretion of the client for such things as clothing, tobacco, and snacks that are not part of the daily diet.

020-415 Residents' Bill of Rights

Operators shall protect residents' rights and help residents to exercise them. The Residents' Bill of Rights shall be explained to residents or their guardians, and to their families if

involved, prior to admission. A copy shall be provided to residents upon arrival. [The Bill of Rights states each resident has the right to:]

The operator shall post a copy of the Residents' Bill of Rights in the entry or other equally prominent place in the home. Each resident of an adult foster home has the right to:

- (a) Be treated as an adult with respect and dignity.
- (b) Be informed of all resident rights and all house rules.
- [(b)] Be encouraged and assisted to exercise constitutional and  
(c) legal rights [as a citizen] including the right to vote.
- (d) Be informed of his or her medical condition and the right to consent or to refuse treatment.
- [(c)] Receive appropriate care and services and prompt medical  
(e) care as needed.
- (f) Be free from mental and physical abuse.
- (g) Complete privacy when receiving treatment or personal care.
- [(d)] Associate and communicate privately with any person of  
(h) choice and send and receive personal mail unopened.
- [(e)] Have access to and participate in activities of social,  
(i) religious, and community groups.
- (j) Have medical and personal information kept confidential.
- [(f)] [Be able to keep and use personal clothing and possessions  
(k) as space permits.] Keep and use a reasonable amount of personal clothing and belongings, and to have a reasonable amount of private, secure storage space.
- [(g)] Be free from chemical and physical restraints except as  
(l) ordered by a physician or by a Christian Science practitioner. Restraints are used only for medical or safety reasons, and after other alternatives have been tried. Restraints are not used for discipline or convenience.
- [(i)] Manage own financial affairs unless legally restricted.  
(m)
- (n) Be free from financial exploitation. The operator shall not solicit, accept or receive money or property from a resident other than the amount agreed to for services.
- [(k)] Written notices prior to rate increases and evictions.]

- [(l)] A written agreement regarding services to be provided and
  - (o) [agreed upon rates.] the rates to be charged. The operator must give 30 days' written notice before any change in the rates or the ownership of the home.
  - (p) Not to be transferred or moved out of the home without 30 days' written notice and an opportunity for a hearing. An operator may transfer a resident only for medical reasons, or for the welfare of the resident or for the welfare of the resident or other residents, or for nonpayment.
- [(j)] A safe and secure environment.
  - (q)
- [(h)] Be free of discrimination in regard to race, color,
  - (r) national origin, sex, sexual orientation, or religion.
- [(m)] [Voice grievances] Make suggestions or complaints without fear of retaliation.

020-420     House Rules

- (a) Written house rules shall be developed and posted by the operator governing expected resident conduct and responsibilities and regarding any restrictions on residents. House rules may include but are not limited to expectations or restrictions on the use of the telephone, kitchen or television, on meal times, on frequency of bathing, on visiting hours, on smoking, on use of alcohol, or on pets.
- (b) If smoking is permitted in the home, house rules shall state that smoking is prohibited in sleeping areas and allowed only in designated smoking areas, in accordance with MCAR 890-020-810.
- (c) House rules are subject to review by the Department, and shall be approved prior to issuance or renewal of a license.
- (d) Rules and a schedule of monthly rates shall be discussed with residents or their guardians, and with residents' families if involved, prior to admission. A copy of the rules shall be signed by the resident or guardian upon arrival.

020-430     Contracts and Rates For Private Pay Residents

- (a) Operators of Adult Care Homes with private paying residents, or with residents who receive public assistance but no service payments, shall enter into a signed contract with the resident or guardian. This contract shall be reviewed at the time of admission and at least annually thereafter, updated whenever there is a change of rates or care needs, and signed by the operator and resident or guardian. This contract shall include, but not be limited to: a statement of the resident's condition at the time of placement by the responsible party making the placement; whether the room to be provided is private or shared;

services to be provided; whether board is to be provided and with what frequency; the home's monthly charges; and conditions under which the rates can be changed.

- (b) There shall be specific language in the contract to cover the policy on refunds when a resident leaves unexpectedly. Situations addressed shall include: when a resident is admitted to the hospital; requires a heavier care setting; [does not comply with other conditions of the contract;] dies before the end of the month; or must be immediately moved [for the health, safety or welfare of the resident, other residents, the operator, staff, or other household members.] due to imminent danger to the residents or others. Under such circumstances the resident may be charged, on a prorated basis, for no more than [seven (7)] fifteen (15) days following the date on which the resident dies or notifies the operator that he/she is permanently vacating the home. [Any monies owed the resident must be refunded within thirty (30) days of that date.]
- (c) For Adult Care Homes where care and/or services are provided, there shall be specific language in the contract to explain the level of care and services which can be provided in the home, any limits on the home's capacity to provide care and services, the specific care and services which will be provided to the resident, and the costs for those services and care activities.
- (d) The care and/or services contract shall address: who shall be responsible for arranging for nursing care services if the resident has or develops nursing care needs while in the home; who would/will supervise the operator and other caregivers if the administration of noninjectable medications and/or any nursing care tasks and functions are delegated under authority of ORS 678.150 (9) and these rules; and who would/will be responsible for payment for such nursing care services and supervision.
- (e) Operators shall not require advance payments for room, board and care beyond one month, and shall not routinely require deposits for cleaning or damages. If the condition or past behavior of a resident indicates the potential for more than normal wear and tear, a reasonable damage deposit may be collected. Such a deposit shall be retained in an interest bearing account separate from funds of the operator. The resident's contract shall address both the justification for this damage deposit and the mechanism for determining any charges against this account when the resident leaves or dies.
- (f) Thirty days' prior written notification of any modifications to rates charged shall be given by the operator to private paying residents or their guardians, and to residents who receive public assistance but no service payments, and to their families if involved.
- (g) If a resident's care needs change significantly, the operator may seek to renegotiate a higher rate to become effective in

less than thirty (30) days, but such rates shall apply only if, following the change in condition, the resident or guardian voluntarily agrees to the increase. Operators may not require residents or guardians to waive their rights to a thirty (30) day notice of rate increases in signing the contract, except for pre-established rate schedules for specified care needs.

- (h) Prior to admission to an adult foster home, the facility shall advise the individual seeking admission of the availability of admission assessment services provided through the Department.
- (i) The facility shall certify on a form provided by the Department that the individual has been so advised. The facility shall maintain a copy of the form in the individual's client record and make a copy available to the Department upon request.

890-020-435     Refunds

- (a) If a resident dies, or leaves the home for medical reasons and notifies the operator that he or she is permanently vacating the home, the operator shall not charge the resident for more than 15 days (or the time set by the contract, whichever is less) after the resident has died or has notified the operator of the intent not to return.
- (b) The operator has a duty to reduce any charge by accepting a new resident to fill the vacancy.
- (c) If a resident dies or leaves the home due to neglect or abuse by the operator, or leaves due to conditions that are imminently dangerous to the resident's life, health or safety, the operator shall not charge the resident beyond the resident's last day in the home.
- (d) The operator shall refund any money due to the resident within thirty (30) days of the date the resident dies or permanently leaves the home.

020-440     Contracts and Rates for Clients With Service Payments

- (a) Operators caring for clients who receive service payments must enter into a contract with the State Senior Services Division, State Mental Health Division, or other public agency, and must follow agency rules governing reimbursement for services and refunds. State contract foster homes must comply with additional requirements for Senior Services Division/County Aging Services Division Contract Foster Homes (MCAR 890-020-600), or for Mental Health Division Contract Foster Homes (MCAR 890-020-700).
- (b) A home may not request, accept, or require private service payments from or on behalf of State clients in excess of State authorized service payment rates for care. Such charges constitute exploitation and are a violation of Federal law.

890-020-445     Termination of Residency

- (a) [The operator's contract with the resident or guardian may provide for a trial period for the first two weeks of occupancy, during which time either the operator or the resident or guardian may terminate a residency by providing two weeks written notice of termination of residency. Prior to admission and upon arrival operators shall notify residents or guardians, and family members and case managers, of this contract provision.]
- [(b)] [Upon residency, or after the two week trial period, if that is included in the contract,] Neither private paying nor publicly funded residents shall be evicted, transferred or discharged unless the operator has provided thirty (30) days written notice of termination of residency to the resident or guardian, with a copy provided to the resident's family and case manager, if any. The notice shall state reasons for termination, the resident's right to object, and the resident's right to request a hearing. (See also MCAR 890-090-210.)
- (b) The operator shall not evict, transfer or discharge a resident unless the transfer or discharge is necessary for medical reasons, for the welfare of the resident or for the welfare of other residents, or due to nonpayment.
- (c) With approval of the Department in [extenuating] emergency circumstances, residents may be involuntarily terminated and relocated with less than the required period of notice, or may move over the objection of the operator with less than the required period of notice. Approval requires a finding by the Director, in accordance with the factors in MCAR 890-090-370 through 890-090-390, that there is an imminent danger, or that delay would jeopardize the life, health, or safety[, or welfare] of the resident, other residents, the operator, employees, or other household members. The Director's findings and approval shall be documented. Residents who vacate a home under such circumstances shall have a right to a prorated refund in accordance with MCAR 890-020-430.
- (d) If an operator has more than one licensed home, residents cannot be transferred or shifted from one house to another house [without thirty (30) days written notice,] unless prior written consent is given by the resident or the resident's guardian, or unless approval is given by the Department in [extenuating] emergency circumstances.
- (e) [Operators shall notify the Department prior to a closure, and shall give residents or guardians, and families and case managers, thirty (30) days' written notice, except with the approval of the Department in extenuating circumstances.] Operators shall give at least 30 days' written notice to the Department, residents and their legal representatives before closing, selling, leasing or transferring the operation of the home; or selling, leasing or transferring the real property on which the home is located.



- (f) [Eviction procedures shall be consistent with the Residential Landlord and Tenant Act for residents covered by that Act; residents to whom care is provided who are involuntarily terminated shall have a right, upon request, to an investigation by the Department and to a hearing, in accordance with MCC 8.90.090 (C) and (D) and these rules.] Residents of adult foster homes have the right to an administrative hearing before being involuntarily transferred or discharged. The hearing will be held in accordance with MCAR 890-090-200 through 890-090-395. The tenancy of residents of room and board facilities may be terminated in accordance with the Oregon Residential Landlord and Tenant Act.
- (g) The operator's contract with the resident or guardian may require a resident or the resident's guardian to give a thirty (30) day written notice of termination of residency to the operator. [The thirty (30) day notice shall start after the two-week trial period in accordance with 890-020-440(a), if the trial period is included in the contract.] The contract shall not require a notice period which exceeds thirty (30) days. However, residents receiving service payments from the State may terminate residency with 14 days notice to the operator from the County Aging Services Division, or the County Social Services Division or its subcontractor.
- (h) At any time following receipt of a notice of termination of residency from an operator, but not as part of an admission agreement or contract, a resident or the resident's guardian may waive the right to the full period of notice guaranteed by these rules, by voluntarily granting informed written consent to move in a shorter period of time. At any time following receipt of a notice of a termination of residency from a resident or resident's guardian, the operator may waive the right to the full period of notice guaranteed by these rules, by granting informed written consent to allow the resident to move in a shorter period of time. Such written consent shall specify the amount of payment due the operator if any, or the amount of refund due the resident if any, as well as to whom and by what date such funds are to be paid.
- (i) A resident or the resident's guardian and family or case manager is to have any personal belongings, medicines or other property returned within 7 days after the resident vacates the home or dies. The affected parties are to have any deposits or other monies due refunded within 30 days after the resident vacates the home or dies.
- (j) If a resident or the resident's guardian, family or case manager does not claim personal belongings within 7 days after a resident vacates the home or dies, the operator shall send a notice to the resident or the resident's guardian, family, or case manager allowing 30 days to claim the items. After 30 days, the operator may dispose of these belongings; however, approval of the State Estate Administration is required prior to disposal of unclaimed items belonging to clients of the State.

020-450 [Client] Resident Records

- (a) Resident records maintained by the operator shall be accessible to representatives of the Department conducting inspections, interviews or other investigations, as well as to residents, their guardian or legal representative, or other authorized persons. The operator shall be responsible for informing residents or guardians and resident families about this requirement.
- (b) The operator shall keep accurate resident records, keep them current, and store them on the premises.
- (c) Individual resident records shall contain at least the following items:
  - (A) Resident's personal, social, medical, and emergency information, covering: names, addresses and telephone numbers of relatives, guardian, significant other persons, and/or case managers; physician's and other medical and dental providers' names and addresses and telephone numbers; transportation arrangements for hospitalization; name and claim number of medical insurance; any pertinent medical information on hospitalizations, accidents, or injury affecting the health, safety, or emotional well-being of the resident; and any other emergency contacts or information.
  - (B) Inventory of personal effects;
  - (C) A complete record of all funds and other property of a resident received by the operator for safekeeping.
  - (C) Contract or admission agreement between the operator and
  - (D) the resident or guardian (if resident is private paying, or is receiving public assistance but no service payments);
  - (D) A copy of written house rules discussed with and signed by
  - (E) the resident or guardian;
  - (E) Incident reports on falls, injuries, absences, medical
  - (F) emergencies or similar occurrences;
  - (F) Any other information or correspondence pertaining to the
  - (G) resident.
- (d) For residents receiving care and/or services, the individual resident records shall also contain at least the following items in addition to those listed above:
  - (A) Resident's physical, emotional, and medical problems; social behavior; special diets, care and current medications prescribed by a physician, including copies of physicians' orders when applicable; date of admission and prior living facility; preferred mortuary.

(B) Initial screening form, completed prior to admission, documenting that a preliminary assessment has been completed and that the residents' care needs do not exceed the classification of the home.

[(B)] The resident's care plan. The care plan is to be developed  
(C) by the operator in conjunction with the resident and the resident's guardian, case manager, other legal representative, family member(s), physician, nurse, or other persons as appropriate. The resident or guardian shall have the right to include or exclude any persons in the development of the care plan, with the exception of the case manager of publicly funded residents. The care plan shall be agreed to at the time of or within thirty (30) days of admission, and shall be renewed and updated on a regular basis, at least semi-annually, and whenever the resident's condition changes to reflect changes in the condition and care needs of the resident. The service plan developed by representatives of the Department or its subcontractors may serve as the care plan for residents receiving State service payments.

The care plan will include an assessment of the medical, dietary, activity, and social needs of the resident and a description of how these needs will be met. Specific information will include:

- (1) The ADLs the resident is able to do without assistance;
- (2) The ADLs the resident needs help with;
- (3) The ADLs the resident may be able to do more independently with encouragement and training;
- (4) Any medical or health problems relevant to care or services needed by the resident;
- (5) Any mental or physical disabilities or impairments relevant to care or services needed by the resident;
- (6) Other problems or needs requiring care or services;
- (7) The ability of the resident to exit from the facility in an emergency and the time required to exit;
- (8) Instruction and documentation of tasks delegated to the operator/resident manager/other caregivers by the registered nurse, with the name and license number of the delegating registered nurse; and
- (9) Date of review and signature of person preparing the plan.

[(C)] Medication records, logs, or charts of medications

- (D) administered by the operator and other caregivers. Medication must be charted at the time they are administered.
- [(D)] Reports or notes on resident's care or progress written no  
(E) less often than every 30 days.
- [(E)] [A resident account record, (if the resident's care plan  
(F) specifies that the operator is to manage or handle the resident's money) which will record] If the operator has been authorized to manage or handle the funds of a resident, the record shall include amounts and sources of funds received and issued to, or on behalf of, the resident. [and which shall be available for review upon request]. Purchases costing \$5.00 or more made on behalf of a resident[s] will be documented by receipts. For [lump sum or regular income payments to] such residents, the operator shall set up a checking or savings account separate from those of the operator or other residents, which is held in trust and in which the operator has no ownership interest. For clients of the Aging Services Division, the State's Financial Planning sheets (form SDS 512) will also be included in the residents' record, if pertinent. The operator shall give a resident or a resident's legal representative a copy of the record upon request.
- (G) Current orders for medications, treatments, therapy, special diets, use of restraints and delegation documentation.
- (H) An Oregon Directive to Physicians and/or a Power of Attorney for Health Care, if applicable. Copies shall be put in a prominent place in the resident's record to be available for medical personnel. If the resident is transferred for medical care, copies of the Directive and Power of Attorney shall be sent with the resident.
- (e) Information related to residents shall be kept confidential, except as may be necessary in the provision of care or medical treatment, or as may be related to an inspection, interview or investigation conducted under these rules.
- (f) Records shall be kept for a period of three years. If a resident moves, copies of pertinent information shall be transferred to the resident's new place of residence upon obtaining the written consent of the resident or guardian.
- (g) In all other matters pertaining to confidential records and release of information, operators shall be guided by the principles and definitions described in OAR 411-05-000 to 411-05-065, ORS 179.505 through 179.507 and ORS 192.500 (2)(b), and in Federal Law 42CFR, Part 2. A copy of these rules and statutes will be made available upon request to the State Senior Services Division or State Mental Health Division.

- (h) Falsifying resident records will result in a civil penalty of up to \$500.

020-460 Staff Coverage

- (a) At all times that one or more residents are present in the Adult Care Home, the operator, resident manager, or substitute caregiver shall be on duty 24 hours a day in the Adult Care Home. [or a qualified employee shall be on-call and capable of responding to emergencies.]
- (b) For absences of the operator or resident manager beyond 72 hours and when care will be provided by a substitute caregiver, the department must be notified of the name of the substitute caregiver.
- [(b)] [If necessitated by the age or condition of the residents, the Department may require that a resident manager(s), other caregiver(s) or other employee(s) be employed in an Adult Care Home in order to provide appropriate supervision as necessary to protect the health, safety, and welfare of residents.]
- [(c)] If 24 hour care is provided or is required as specified in 890-020-490(c):
- (A) The operator shall live in the Adult Care Home, or shall hire a resident manager(s) to live in the home in order to provide 24 hour, 7 day-a-week coverage. Resident managers include caregivers who work one or more 24-hour periods a week, and caregivers who work in shifts to provide 24-hour coverage; and
- (B) The operator, manager(s) or other caregiver shall be on the premises in all times that residents are present.
- (d) In the absence of the operator or resident manager(s), any substitute caregivers shall be qualified to provide supervision, care, and services as required by the age and condition of the residents. For absences beyond 72 hours, the Department must be notified of the name of such a substitute caregiver.]

020-470 Requirements for Board/Meals

- (a) If board is provided, three nutritious and well balanced meals a day appropriate to the age and activity levels of residents, including food from the four basic food groups, pasteurized fresh milk, fresh fruit and fresh vegetables, will be served unless otherwise specified in writing by the resident's physician or in the contract between the operator and the resident. There shall be no longer than a 14-hour span between the evening meal and breakfast. Supplemental snacks and liquids shall be served as needed. Consideration shall be given to cultural and ethnic background of residents in menu preparation. A menu for the meals for the coming week shall be prepared and posted weekly. The provider shall keep copies of these menus, showing dates used, for one year.

- (b) Special diets are to be followed by caregivers in the preparation of meals, as prescribed in writing by the resident's physician.
- (c) An Adult Care Home is intended to provide a homelike environment for residents. Consequently, meals shall be prepared and served in the home where residents live; however, normal eating out such as restaurant meals, take-out meals, picnics and potlucks are permitted. Payment for meals eaten away from home for the convenience of the operator is the responsibility of the operator; payment for meals and snacks eaten during an individual outing is the responsibility of the resident.
- (d) If an operator maintains two or more facilities, food service may not be centralized unless appropriate permits have been obtained to install commercial kitchen equipment as required by the local building bureau or department, a final inspection and approval by the local building inspector has taken place, appropriate sanitation practices are observed if food is to be transported, and the Department has granted approval.
- (e) Residents shall not be served raw milk, home preserved meats or fish (excluding frozen), or home canned foods other than fruits and jams properly sealed in sterile jars and processed according to the latest guidelines of the Extension Service. Wild game such as deer, bear, elk may not be served unless inspected and approved by the U.S. Department of Fish and Wildlife.

020-480 Telephone

- (a) A telephone, available and accessible [to] for residents' use in privacy for incoming and outgoing calls, shall be provided in the home where residents live. [and shall not be locked or otherwise rendered inoperable.] Long distance phone service shall be available. However, the cost for long distance calls shall be paid by the resident. Residents with hearing impairments shall be provided with a telephone that is amplified with a volume control or is hearing aid compatible. The telephone number must be a listed number.
- (b) Emergency telephone numbers shall be posted at all telephones, including an emergency number to reach a caregiver who does not live in the home. Telephone numbers for making complaints to the Ombudsman and the Department must also be posted.
- (c) Limitations on the use of the telephone by residents are to be specified in the written house rules. If individual restrictions are agreed to by a resident or approved by a resident's guardian, such restrictions must be specified in the resident's care plan.

890-020-485 Activities

- (a) If care is provided, the operator shall make at least six hours of activities available to the residents each week. The activities offered should be appropriate for the residents' interests and abilities. Residents may choose whether or not to participate in a particular activity.
- (b) Television and movies cannot be counted towards the six hours of activities.
- (c) Time spent by residents in activities outside the home can be counted.

020-490 Basic Care

- (a) Supervision, care, and services shall be provided to a resident as verbally agreed, or specified in writing in the care plan developed with the resident or resident's guardian and the resident's physician, family and/or case manager.
- (b) Supervision, care, and services shall be provided in a homelike atmosphere, and shall be appropriate to the age and condition of the individual residents, and shall be appropriate to the qualifications and training of the operator, resident manager(s) and other caregivers.
- [(c) Twenty four hour care is required under the following circumstances:
  - (A) If the provision of 24 hour care or assistance with major life activities on a 24 hour basis is advertised, represented, verbally agreed to, or specified in a written contract or care plan developed with the resident or the resident's guardian and the resident's physician, family, and/or case manager; or
  - (B) If, in the documented judgment of a physician, registered nurse or the Director, the age and/or condition of any resident requires 24 hour care.]
- [(d) A home which does not provide 24 hour care shall not continue to provide care to residents who require such care. If 24 hour care is not provided, the Department may require that a resident needing 24 hour care be moved to a home providing such a level of care, in accordance with MCAR 890-020-440(c).]

020-500 Health Care In Homes Providing Care

- (a) The operator shall ensure that the resident, the resident's physician or nurse and, when applicable, the resident's guardian, family and case manager are informed of changes in the health status of the resident. The operator shall promptly seek competent assessment of a resident's medical and/or nursing care needs and promptly seek appropriate medical and/or nursing care, if such assessment or care is not obtained in a timely manner by the resident, guardian, resident's family or case manager.

- (b) If the resident's care plan includes a medical and/or nursing regimen, the operator shall cooperate with the regimen and ensure that these orders and orders of other medical professionals are followed and implemented as instructed. There must be a written physician's order for any medications, treatments, therapies, and use of restraints. If a caregiver believes that any such orders or plans may be harmful or injurious to the resident, in order to protect the resident the operator shall promptly notify the resident or the resident's guardian, and the family or case manager.
- (c) Residents who are bedbound and unable to reposition themselves shall be repositioned according to a physician's or RN 's orders, but no less than every two (2) hours.

890-020-505     Restraints (New Rule)

- (a) Chemical and physical restraints shall be used only as a last resort, after considering all other alternatives. Restraints include, but are not limited to, vest restraints, waist restraints, glove/mitten restraints, gerichairs, and side-railings on beds.
- (b) Restraints may be used only to treat medical symptoms or to insure a resident's safety. Restraints shall not be used to discipline a resident or in the place of supervision or care.
- (c) Restraints may be used only pursuant to a written order by a physician or by a Christian Science practitioner. The order must specify:
  - (A) The type(s) of restraint(s) to be used;
  - (B) The circumstances under which the restraint is to be used; and
  - (C) The length of time the restraint is to be used.
- (d) Restraints shall not be used in a Class I home. In a Class II or III home, restraints may be used if delegated under the rules of the Board of Nursing.
- (e) Residents who are in physical restraints shall be released for 15 minutes at least once every two (2) hours, and repositioned. While they are released, they shall be helped to exercise, to toilet and to drink fluids. The same procedure shall be followed for residents who are restrained in bed at night, unless otherwise ordered in writing by the physician or practitioner and by the delegating nurse. Use of restraints at night shall be of the design to allow freedom of movement with safety.
- (f) Use of restraints shall not keep the operator from the three minute evacuation of all household members.



- (g) A resident whose behavior is dangerous to the resident or to other people in the home may be physically restrained temporarily without an order. The operator shall call for emergency help immediately. The restraint(s) may be used only until emergency personnel arrive and take charge of the situation. Emergency use of restraints must be documented immediately in the resident's record. The documentation should include the date, type and length of time the restraint was used, a description of the incident, when emergency personnel was called and time of response, description of the actions of the emergency personnel and action taken after the incident. The physician, family and case manager, if any, must be notified within 24 hours and this also should be documented. Emergency use of chemical restraints is prohibited.
- [(d) Hard restraints shall not be used in Adult Care Homes. Soft restraints or geri-chairs may be used only with a physician's order and delegated to a Class II or III home under procedures outlined in the Board of Nursing Rules. Residents who are in soft restraints shall be repositioned according to a physician's or RN's orders, but no less than every two (2) hours, and released from restraints for a period of 15 minutes, exercised, and given fluids. If residents are restrained in bed at night, the same procedure of releasing and repositioning shall be followed and documented. If restraints are necessary to protect the resident or others, they may only be used until appropriate action is taken by emergency personnel. It is the responsibility of the provider to call for emergency help immediately. The use of soft restraints shall be reviewed by the resident's physician or registered nurse and the case manager at least once every 60 days.]
- [(e) Noninjectable medications, including over-the counter medicines, directly administered by the caregiver shall be given only as prescribed by a physician or nurse practitioner, and only in accordance with the procedures contained in MCAR 890-020-510. Injectable medications administered by a physician, nurse or other person shall be given only as prescribed and only in accordance with the procedures contained in MCAR 890-020-520. Changes shall not be made without a physician's or nurse practitioner's order.]
- [(f) Subcutaneous injections may be self-administered by the resident or administered by a relative of the resident, a currently licensed registered nurse, an LPN under registered nurse supervision, or a Class II or Class III operator who has been delegated and trained by a registered nurse under provision of the Board of Nursing Rules. Intramuscular injections may not be delegated.]
- [(g) A written record of medications, or medication chart, shall be kept of any medications, including over the counter medicines, directly administered by a caregiver in the home. The chart shall indicate name of medication, dosage, route, and time given, and shall be immediately initialed by the person giving

it. Treatments and therapies must be immediately documented on the medication chart showing times given, type of treatment or therapy, and initials of the person giving it. Operators shall be responsible for insuring that narcotics and other controlled substances prescribed for residents are fully accounted for and used only by the resident.]

- [(h) The operator shall consult with the guardian if any, and with the physician or nurse, and with the family or case manager of a resident who self medicates to ensure that the resident is capable of self medication. Such consultation shall be documented in the resident's file.]
- [(i) Unused, outdated, or recalled medications shall not be kept in the home and shall be disposed of according to the pharmacist's recommendations.]

020- 510 Administration of Noninjectable Medications

- (a) Noninjectable medications may be administered in Adult Care Homes by any currently licensed [physician or nurse.] operator, or approved resident manager or substitute caregiver.
- (b) There must be a written physician's order for any medications, including over the counter medications, treatments and therapies. Orders must be carried out as prescribed by a physician. Changes may not be made without a physician's order;
- (c) Each resident's medication shall be clearly labeled with the pharmacist's label or be in original labeled container or bubble pack and kept in a locked, central location, separate from that of the provider or the provider's family. Unused, outdated or recalled medications shall not be kept in the home and shall be disposed of according to the pharmacist's recommendations;
- (d) A written medication chart for each resident shall be kept of all medications administered by the caregiver to that resident, including over the counter medications. The chart shall indicate name of medication, dosage, route and time given, and shall be immediately initialed by the person giving it. Treatments and therapies must be immediately documented on the medication sheet showing times given, type of treatment or therapy, and initials of the person giving it. The medication chart shall contain a legible signature for each set of initials. Operators shall be responsible for ensuring that narcotics and other controlled substances prescribed for residents are fully accounted for and used only by the resident.
- (e) The operator shall consult with the guardian, if any, and with the physician or nurse, and with the family or case manager of a resident who self-medicates to assure that the resident is capable of self-medication. Such consultation shall be documented in the resident's file. There must be physician's written approval to self-medicate.

[(b) Any persons other than licensed personnel, except immediate family members of a resident, are prohibited from administering noninjectable medications unless specific tasks and functions relating to the administration of noninjectable medications to a specific resident have been explicitly delegated to such persons in accordance with this section and ORS 678.150 (9). Certified nursing assistants are included in this prohibition.]

[(c) A currently licensed physician or registered nurse may delegate the various tasks and functions relating to the administration of noninjectable medications, including administration of controlled substances, to persons other than licensed nursing personnel provided the following conditions are met: (A) Such delegation must occur under the procedural guidance, initial direction, and periodic inspection and evaluation of the physician or registered nurse, where:]

[(B) "Procedural guidance" means a written plan for the administration of noninjectable medications, signed by the physician or registered nurse and on file in the home.]

[(C) "Initial direction" means explicit instructions regarding medication, dose, time, route, method of administration, documentation, and patient observation.]

[(D) "Periodic inspection and evaluation" means that the registered nurse or physician will, at regular intervals, assess and evaluate the condition of the patient, and review the procedures and directions established in the facility for the administration of noninjectable medications by unlicensed persons. The interval will be determined by the registered nurse or physician based on the condition of the patient and the type and amount of medication administered.]

[(E) "Various tasks and functions for the administration of medications" means removal of an individual dose from a previously dispensed properly labeled container (including a unit dose container), verifying the dosage with the physician's or nurse practitioner's order, administering the individual dose to the proper patient at the proper time, by the proper route, and promptly recording the time and dose given.]

[(d) Determining the appropriateness of delegation of the various tasks and functions relating to the administration of noninjectable medications, including administration of controlled substances, shall remain with the physician or the registered nurse.]

[(e) Notwithstanding any other provision of this section, delegation of various tasks and functions relating to the administration of noninjectable medications shall be governed by rules adopted by the State Board of Nursing pursuant to ORS 678.150 (9).]

020-520     Delegation [Provision] of Nursing Care Task

- (a)     The need for skilled or continuous nursing care shall be determined by a registered nurse. For the purpose of these rules, such needs may include, but are not limited to, the tasks and functions found in Appendix A of these Rules.
- [(A)     Intravenous or intramuscular injections, medications or feedings, or blood sample drawings;]
  - [(B)     Levine tube, nasogastric tube, Hickman catheter or gastrostomy feedings;]
  - [(C)     Nasopharyngeal and tracheostomy aspiration;]
  - [(D)     Insertion and sterile irrigation and replacement of catheters;]
  - [(E)     Ileostomy and colostomy irrigation and postoperative care;]
  - [(F)     Application of dressing involving prescription medications and sterile techniques;]
  - [(G)     Treatment of extensive decubitus ulcers or other widespread skin disorders;]
  - [(H)     Care of nonhealing deep or infected wounds requiring irrigation and debridement;]
  - [(I)     New tracheostomy care with nasopharyngeal and tracheostomy suctioning;]
  - [(J)     Heat treatments ordered by a physician and requiring skilled supervision;]
  - [(K)     New respirator patients and initial phases of a regimen involving administration of medical gasses;]
  - [(L)     Skilled evaluation, training, or supervision of therapeutic exercises or activities;]
  - [(M)     Administration of medication or other procedures prescribed by a physician on an as needed (PNR) basis which requires professional judgment to determine need or amount, or skilled observation of side effects;]
  - [(N)     Other nursing tasks and functions requiring skill and judgement.]
  - [(O)     Skilled supervision and management of a complicated or extensive plan of care, or of a combination of services which separately would not necessarily be skilled procedures.]

(b) Routine and complex nursing care may be delegated [provided] in Class II and Class III Adult Care Homes by any currently licensed registered nurse, [in accordance with OAR 851-45-000 to OAR 854-45-025, "Standards and Scope of Practice for the Licensed Practical Nurse and Registered Nurse."] and only under the following conditions:

- (A) There is a written physician's order.
- (B) The registered nurse has assessed the resident's condition to determine there is not a significant risk to the resident if the unlicensed person performs the task(s) or function(s).
- (C) The registered nurse has determined that the unlicensed person is capable of performing the task(s) or function(s), and the task(s) or function(s) is within the limitations of the operator's classification.
- (D) The registered nurse has taught the delegated task(s) and function(s) to the unlicensed person, and that person has demonstrated to the registered nurse the ability to perform the delegated task(s) and function(s) safely and accurately.
- (E) The unlicensed person has written directions from the registered nurse for performing the delegated task(s) and function(s).
- (F) The registered nurse determines how frequently the resident's condition shall be reassessed to determine the appropriateness of the continued delegation of the task to an unlicensed person.
- (G) The registered nurse shall determine the level of supervision needed, either minimal or direct, and the frequency for monitoring, but no less often than every 60 days.
- (H) The unlicensed person has been instructed that the task(s) or functions(s) is delegated for this specific person only and is not transferable to other residents or taught to other care providers.
- (I) The registered nurse provides written [documents a nursing plan for the resident's care plan, including] delegation procedures for the delegated task(s) and function(s), frequency of RN follow-up visits, and signature and license number of the registered nurse doing the delegating.

[(c) A practical nurse shall function only under the direction and orders of a registered nurse or licensed physician, and only under appropriate direct or minimal supervision as determined by the registered nurse or physician on the basis of the condition of the resident.]

- [(d) Any persons other than licensed nursing personnel, except immediate family members of a resident, are prohibited from providing nursing care, including the administration of injectable insulin and other injectable medications, unless specific tasks and functions relating to the provision of nursing care have been explicitly delegated by a registered nurse to such persons for the care of a specific resident in accordance with this section and ORS 678.150 (9). Certified nursing assistants are included in this prohibition.]
- [(e) A currently licensed registered nurse may delegate the various tasks and functions relating to the provision of nursing care, including administration of subcutaneous injectable medications to persons other than licensed nursing personnel provided the following conditions are met:]
- [(f) For the Purposes of These Administrative Rules:
  - (A) "Direct supervision" means that a registered nurse is physically present in the area where the resident is being provided nursing care.]
  - [(B) "Minimal supervision" means that a registered nurse is physically present on the premises where the resident is being cared for or readily available by telephone and within 30 minutes travel time of the resident.]
- [(g) Determining the appropriateness of the delegation of the various tasks and functions relating to the provision of nursing care and determining the level of supervision required shall remain with the registered nurse.]
- [(h) Notwithstanding any other provision of this section, delegation of the various tasks and functions relating to provision of nursing care to persons other than licensed nursing personnel shall be governed by rules adopted by the State Board of Nursing pursuant to ORS 678.150 (9).]

020-530 Limitations on Level of Care Provided

- [(a) Class II and Class III Adult Care Homes may house one occupant requiring skilled or continuous nursing care, but only under the following conditions:
  - (A) All nursing care is provided in accordance with MCAR 890-020-510 and 890-020-520.
  - (B) A registered nurse has periodically assessed the level of nursing care needed by other occupants of the facility to ensure that no other persons have needs for skilled or continuous nursing care. The interval of assessment shall be determined by the registered nurse, but shall not exceed 60 days. Such assessments shall be documented.]
- (b) Class II and Class III adult care homes are prohibited from

- (a) housing more than one occupant requiring skilled or continuous nursing care, unless specific approval has been given by the Department. Such approval may be given only under the [following] conditions noted previously in MCAR 890-020-110(e) and (f).
- [(A) All nursing care is provided in accordance with MCAR 890-020-510 and 890-020-520;]
- [(B) A registered nurse has periodically assessed the level of nursing care needed by other occupants of the facility to ensure that no other persons have needs for skilled or continuous nursing care. The interval of assessment shall be determined by the registered nurse, but shall not exceed 60 days. Such assessments shall be documented.]
- [(C) The operator has notified the Department of the name(s) and license number(s) of the registered nurse(s) designated by the facility to delegate various tasks and functions relating to the provision of nursing care, if such tasks or functions have been delegated to persons other than licensed nursing personnel.]
- [(D) Overall staffing in the facility is sufficient to provide nursing care, other services, and supervision appropriate to the age and condition of all occupants.]
- [(c)] For the purpose of these rules, the prohibition on housing more than one resident with needs for skilled or continuous nursing care does not include occupants who only require periodic treatments such as insulin injections or catheter changes, so long as such treatments are provided in accordance with [MCAR 890-020-520,] these rules and the occupants are not in need of other skilled or continuous nursing care. However, this limit does include occupants who require lifting and transferring as a total bed patient, regardless of other nursing care needs.
- (b)
- [(d)] In the course of an investigation, the Director may require that an RN conduct an assessment of the nursing care needs of any occupant(s) of an Adult Care Home to evaluate the level of nursing care required by the occupant(s), and/or the classification of the operator/home, and/or the appropriate level of personnel to be providing such nursing care.
- (c)
- [(e)] As a result of an investigation, the Director may require as a condition of licensure that an operator notify the Department whenever accepting a resident with skilled or continuous nursing care needs, or whenever an occupant develops such needs.
- (d)
- [(f)] If one or more occupants of an Adult Care Home have nursing care needs, the Director may require as a condition of licensure that an operator contract with a registered nurse:
- (e)
- (A) To directly provide the needed nursing care; or

- (B) To provide appropriate supervision to a practical nurse; or
  - (C) To teach and delegate the provision of nursing care to a nursing assistant or other unlicensed person; and
  - (D) To periodically assess the care needs of residents, and to develop and review nursing care plans.
- (g) The Director may require as a condition of licensure that an occupant(s) with nursing care needs be relocated from an Adult Care Home, in accordance with MCAR 890-020-440 (c), or may invoke other administrative sanctions upon a finding that:
- (A) The health, safety or welfare of the occupant(s) is jeopardized by the level of care provided; or
  - [(B) Noninjectable medications are being administered by a person(s) other than licensed nursing personnel without delegation by a registered nurse or physician in accordance with MCAR 890-020-510;]or
  - [(C)] An LPN is providing nursing care without required  
(B) supervision; or
  - [(D)] Nursing care is being provided by a person(s) other than  
(C) licensed nursing personnel without delegation by a registered nurse [in accordance with MCAR 890-020-520]; or
  - [(E)] Two or more occupants have needs for skilled or continuous  
(D) nursing care and are being cared for without Department approval, or
  - [(F)] The classification of the operator and home does not allow  
(E) for the provision of nursing care at the level needed by the resident.

890-020-600 Additional Standards for State Senior and Disabled Services Division/ County Aging Services Division Contract Foster Homes

If an Adult Care Home has a contract with the State Senior and Disabled Services Division to provide foster care services to elderly or physically disabled persons who are clients of the Multnomah County Aging Services Division, the following additional Standards shall apply:

- 020-610 A home may not admit clients of the State Mental Health Division without express permission of the County Aging Services Division.
- 020-620 A home must have written approval from all involved public agencies prior to the mixed placement or admission of State-paid children in the same home with disabled and/or elderly residents.
- 020-630 When administrative sanctions have been imposed on a home which has a contract with the State Senior Services Division, service payments to residents may be withheld by the State until there



has been satisfactory compliance with the order of the Director or a final order.

890-020-700 Additional Standards for State Mental Health and Developmental Disability Services Division Contract Foster Homes

If an Adult Care Home has a contract with the State Mental Health and Developmental Disability Services Division to provide foster care services to residents with [mental retardation or other] developmental disabilities (DD) or with a mental or emotional disturbance (MED) who are clients of the Multnomah County Social Services Division or its subcontractors, the following additional Standards (020-700 to 020-800) shall apply:

020-710 Admission/Placement and Termination of Residents

- (a) No provider shall accept a resident into his/her home without a referral from, or the prior written approval of, the community mental health program or County Social Services Division. The provider may accept a private-paying resident(s), with the approval of the community mental health program subcontractor or County Social Services Division. The provider shall retain the right to deny placement of any person if he/she believes the person cannot be managed effectively in the home, or for any other reason not specifically prohibited by this rule. State Mental Health Division contract foster homes shall not 1) be used as a site for foster care for children, 2) be used as a site for foster care for adults from other agencies, 3) be used for any type of shelter or day care, or 4) admit clients of the State Senior and Disabled Services Division, without written approval of the community mental health program subcontractor or the County Social Services Division.
- (b) A provider may not terminate or relocate a resident without the written approval of the community mental health program subcontractor or County Social Services Division. The provider shall give at least thirty (30) days written notice to a resident before termination of residency. All relevant provisions of MCAR 890-020-440 shall apply.
- (c) The provider shall promptly notify the community mental health program subcontractor or County Social Services Division if a resident gives notice or plans to leave the home or if a resident leaves unexpectedly.
- (d) The provider shall promptly inform the resident's case manager if the resident has a significant change in his/her medical status, when the resident has an unexplained or unanticipated absence from the home, if the resident has a major behavioral incident, accident, illness, or if the resident dies.
- (e) Providers shall be responsible for requesting complete information about the case history of a resident, as it relates to behavior, skill level, medical status, or other relevant information, from the case manager.

020-720 Service or Care Plan, Supportive Services, and Resident Rights

- (a) Adult foster care providers shall participate and cooperate with the case manager and other appropriate persons as determined by the case manager in the development of a plan for each resident on at least an annual basis as determined by the community mental health program subcontractor or the County Social Services Division. The service plan [includes:] shall describe the resident's needs and capabilities including by whom, when, and how often care and services will be provided. Specific information will include:

- (A) The ADLs the resident is able to do without assistance;
  - (B) The ADLs the resident needs help with;
  - (C) The ADLs the resident may be able to do more independently with encouragement and training;
  - (D) Other problems or needs requiring services;
  - (E) Any mental or physical disabilities or impairments relevant to services needed by the resident;
  - (F) The ability of the resident to exit from the AFH in an emergency and the time required to exit;
  - (G) Instruction and documentation of tasks delegated to the provider by the registered nurse, with the name and license number of the delegating registered nurse; and
  - (H) Dates of review and signature of person preparing the plan.
- [ (A) A description of a resident's specific strengths and limitations in performing daily living activities;
- (B) A description of any medical or health problems which are relevant to the services needed by the resident;
- (C) A description of any mental or physical disabilities or impairments which are relevant to the services needed by the resident;
- (D) A description of other problems or needs which are relevant to the services needed by the resident;
- (E) A specification of the supervision and services that will be provided to meet the resident's needs. How often and how frequently services will be provided will be noted on the plan. A review date will note when a review of particular services or training will occur;
- (F) Documentation of agreement for money management services if provided;

- (G) Documentation that a resident can react appropriately to emergencies and independently evacuate in case of fire if the resident is left unsupervised at any time;
  - (H) The monthly compensation to be paid to the provider for room, board, supervision, and services;
  - (I) Any behavior or management program designed to alter the resident's behavior; and
  - (J) The signatures of the resident or the resident's guardian, of the case manager, and of the foster care provider indicating agreement with the plan.]
- (b) The goal of adult foster care is to optimize the independence of residents. To realize this goal residents shall be assisted and encouraged to:
- (A) Provide their own recreation and to occupy their leisure time. Within available resources, the home shall schedule and make available appropriate recreational and leisure time activities, both in the home and in the community, for residents who do not adequately obtain those services for themselves;
  - (B) Utilize the community outside the home. Residents who require supervision or protection while in the community shall have these services provided, or arranged for, by the provider;
  - (C) Prepare food and use appropriate dining skills. Residents who do not have adequate skills shall have assistance provided; and
  - (D) Provide for their own personal needs. Residents who do not adequately provide for these needs shall have assistance with, or provision of, these services by the provider, including (but not limited to):
    - (i) Bathing;
    - (ii) Brushing and flossing teeth;
    - (iii) Shaving;
    - (iv) Shampooing hair;
    - (v) Cleaning and clipping nails;
    - (vi) Menstrual needs;
    - (vii) Combing and brushing hair;
    - (iii) Cleaning bedding and linens;
    - (ix) Clothing care;
    - (x) Mending clothing;
    - (xi) Dressing in appropriate clothing; and
    - (xii) Bedmaking.
- (c) Resident rights shall be protected and addressed by foster care providers. [including:] The Provider shall abide by the Resident's Bill of Rights. The Residents' Bill of Rights shall

be explained to residents in a language and style that is easily understood by them and a copy given to them at admission. The Bill of Rights states each resident has the right to:

- (A) Be treated as an adult with respect and dignity;
- (B) Be encouraged and assisted to exercise constitutional and legal rights as a citizen including the right to vote;
- (C) Receive appropriate care and services and prompt medical care as needed;
- (D) Adequate personal privacy and privacy to associate and communicate privately with any person of choice, such as family members, friends, advocates, and legal, social service and medical professionals, send and receive personal mail unopened, and engage in private telephone conversations;
- (E) Have access to and participate in activities of social, religious, and community groups;
- (F) Be able to keep and use personal clothing and possessions as space permits;
- (G) Be free of discrimination in regard to race, color, national origin, sex, or religion;
- (H) Manage his/her financial affairs unless legally restricted;
- (I) A safe and secure environment;
- (J) Written notices prior to rate increases and evictions;
- (K) A written agreement regarding services to be provided and agreed upon rates;
- (L) Voice grievance without fear of retaliation;
- (M) Freedom from involuntary training, treatment, chemical or physical restraints except as agreed to, in writing, in a resident's care plan. The caregiver must carry out orders as prescribed by a physician. Changes will not be made without a physician's order and must be documented in the resident's record. The caregiver will promptly notify the case manager of any request for change in physician orders and any actual change of orders.
- (N) Be allowed and encouraged to learn new skills, to act on their own behalf to their maximum ability, and to relate to residents in an age appropriate manner;
- (O) An opportunity to exercise choices including such areas as food selection, personal spending, friends, personal schedule, leisure activities, and place of residence;

- (P) Freedom from punishment. Behavior intervention programs must be approved in writing in the resident's care plan;
  - (Q) Freedom from harm and exploitation;
  - (R) The opportunity to contribute to the maintenance and normal activities of the household; and
  - (S) Access and opportunity to interact with persons with/without disabilities.
- [(A) Visits to and from family members, friends, advocates, and legal, social services, and medical professionals;
  - (B) Confidential communication including personal mail and telephone conversations;
  - (C) Personal property and the exercise of the highest degree of personal control and freedom over that property as possible;
  - (D) Adequate personal privacy and privacy for visiting;
  - (E) Freedom from involuntary training, treatment, chemical or physical restraints except as agreed to, in writing, in a resident's service or care plan;
  - (F) Observation of personal religious practices;
  - (G) The right to vote;
  - (H) Access and opportunities to use community resources away from the home including recreation, employment, and day programs;
  - (I) Allowing and encouraging residents to learn new skills, to act on their own behalf to their maximum ability, and to relate to residents in an age appropriate manner;
  - (J) Opportunity to exercise choices including such areas as food selection, personal spending, friends, schedule, leisure activities, and place of residence;
  - (K) Freedom from punishment. Behavior intervention programs must be approved by the case manager in writing on the resident's service or care plan;
  - (L) Freedom from harm and exploitation;
  - (M) The provision of a secure and stable environment;
  - (N) The opportunity to contribute to the maintenance and normal activities of the household; and
  - (O) Access and opportunity to interact with persons without disabilities in addition to individuals with disabilities.]

020-730 Adjustment, Suspension, or Termination of a Service Payment

- (a) The community mental health program subcontractor or County Social Services Division may adjust, suspend, or terminate a service payment(s) when any of the following conditions occur:
  - (A) The provider's Adult Care Home License is revoked, suspended, or terminated, or until there is satisfactory compliance with the Director's order if other administrative sanctions have been imposed by the Director;
  - (B) Upon a finding that the provider is failing to deliver any service as agreed to in the resident's service/care plan; or
  - (C) With 30 days notice, when possible, if funding, laws, regulations, or the priorities of the community mental health program subcontractor or County Social Services Division change such that funding is no longer available, redirected to other purposes, or reduced.
- (b) The community mental health program subcontractor or County Social Services Division may adjust, suspend, or terminate a service payment when any of the following conditions occur:
  - (A) The resident's service needs are reduced;
  - (B) The resident moves from the home;
  - (C) The resident is determined to be ineligible for services;
  - (D) The resident is absent without providing notice to the provider for five or more consecutive days;
- (c) The community mental health program subcontractor or County Social Services Division is under no obligation to maintain the home at its licensed capacity or to provide service payments to potential providers.
- (d) Residents have a right to appeal any suspension, termination or readjustment of their service payment to the community mental health program subcontractor or County Social Services Division.

020-740 Exclusion of State Mental Health and Developmental Disability Services Division Contract Foster Homes from Certain Provisions of These Rules.

Operators of Adult Foster Homes who contract with State Mental Health and Developmental Disability Services to provide services for these clients exclusively are exempt from certain provisions of these Rules that have been added due to the 1991 amendments of ORS 443.705 through 443.795. In particular, these adult foster homes are excluded from the following provisions of these rules:

(a) 890-020-470, (a): specifically only that part of this section requiring the routine posting of menus for the coming week. However, the Director, in certain circumstances, may also require the preparation and posting of such menus in these homes.

(b) 890-020-485, (a), (b), and (c): specifically the provisions requiring six (6) hours of activities for residents.

890-020-800 Standards for Adult Care Home Facilities

In order to qualify for or to maintain a license, an Adult Care Home shall meet the following requirements:

020-810 General Conditions

- (a) Each Adult Care Home shall meet applicable [business license,] zoning, building, mechanical, and housing codes, and state and local fire and safety regulations. It is the responsibility of the Adult Care Home operator to check with local governments to ensure that all applicable local codes have been met.
  - (A) The home shall be inspected using these rules and Standards for fire safety by an inspector designated by the Department or by the local fire department. Any additional Standards recommended by the State Fire Marshal for adult foster care facilities housing one to five persons shall also be utilized and enforced.
  - (B) Recommendations by representatives of the State Fire Marshal, local fire bureau or local fire department regarding fire safety in a specific Adult Care Home which exceed these Standards [shall] may be enforced as conditions for qualifying for or maintaining a license. These Standards shall supercede any recommendations of such representatives which are less restrictive, unless a variance or exception is granted by the Director.
- (b) Buildings will be of sound construction.
- (c) All interior walls shall be at least equivalent to a smoke barrier design.
- (d) Wall and ceiling flame spread rates shall be at least substantially comparable to wood lath and plaster or better. The highest allowable flame spread rating shall of 200. If more than ten percent of combined wall and ceiling areas in a sleeping room or exitway is composed of readily combustible acoustical tile or wood paneling, such material must be treated with an approved intumescent surface coating.
- (e) Mobile home units must have been built since 1976 and designed for use as a home rather than a travel trailer. The units shall have a manufacturer's label permanently affixed on the taillight end of the unit itself which states it meets the requirements of the Department of Housing and Urban Development. The required label shall read as follows:

"As evidence by this label No. ABC000001, the manufacturer certifies to the best of the manufacturer's knowledge and belief that this mobile home has been inspected in accordance with the requirements of the Department of Housing and Urban Development and is constructed in conformance with the Federal Mobile Home Construction and Safety Standards in effect on the date of manufacture. See data plate."

- (f) If such a label is not evident on a mobile home unit, and the operator believes his/her unit meets the required specifications, he/she must take the necessary steps to secure verification of compliance from the manufacturer.
- (g) The house address shall be readily visible from the street.
- (h) The building and furnishings shall be clean and in good repair and grounds shall be maintained.
- (i) Walls, ceilings, and floors shall be of such character to permit frequent washing, cleaning, or painting.
- (j) Stairways and exterior steps shall be provided with handrails; yard shall be accessible to residents; stairs shall have a maximum rise of 8 inches and minimum run of 9 inches.
- (k) A functioning light shall be provided in each room, stairway, and exitway; incandescent light bulbs shall be protected with appropriate covers.
- (l) There shall be at least 150 square feet of common living space, other than in bedrooms, kitchen, basement, or garage, and sufficient furniture in the home to accommodate the recreational and socialization needs of all the occupants at one time. Common space shall not be located in the basement or garage unless such space was originally constructed for that purpose, or has otherwise been legalized under permit for such use. Additional space shall be required if wheelchairs are to be accommodated. An additional 40 square feet of common living space will be required for each day care person or relative who exceeds the limit of five residents. All common use areas of the house and exitways must be barrier-free.
- (m) Smoking shall be prohibited in sleeping rooms. If smoking is permitted in the home, it shall only be allowed in designated smoking areas. Ashtrays of noncombustible material and safe design shall be provided in the designated smoking area(s).
- (n) All interior doorways must be wide enough to accommodate wheelchairs/walkers if used by residents.
- (o) Providers shall not permit residents to use swimming or other pools, hot tubs, saunas, or spas on the premises without supervision and physician orders. Swimming pools, hot tubs, spas, or saunas shall not be accessible to residents in care without supervision. They shall also be equipped with safety barriers and devices designated to prevent accidental injury.



(p) There shall be current readily available first-aid supplies and a first-aid manual.

(q) Providers must own, rent or lease the home to be licensed.

020-820 Health and Sanitation

- (a) A public water supply shall be utilized if available. If a nonmunicipal water source is used, there shall be an initial chemical analysis to ensure potability. Subsequently, it shall be tested for coliform bacteria quarterly by a certified agent. If necessary, corrective actions shall be taken immediately to maintain potability. Records of testing shall be retained for two years.
- (b) If a nonmunicipal sewage disposal system is used, it shall be in good working order.
- (c) There shall be no accumulation of clutter, garbage, debris, or rubbish, or offensive odor in the facility or on the grounds. Garbage and refuse shall be stored in readily cleanable, fire resistant, rodent proof, covered containers. Garbage and refuse must be removed at least once a week.
- (d) Prior to laundering, soiled linens and clothing shall be stored in containers in an area separate from food preparation, food storage, kitchen and dining areas. Soiled or wet clothing and bed linens resulting from incontinence of residents shall be collected and promptly laundered. Any paper products used for incontinence of residents shall be promptly disposed of in appropriate waterproof bags or containers.
- (e) Areas where household pets stay shall be cleaned regularly of urine and feces so that there is no accumulation or odor. Sanitation for pets and other domestic animals shall be adequate to prevent health hazards. Proof of Rabies or other vaccinations as recommended by a licensed veterinarian shall be maintained on the premises for household pets. Pets not confined in enclosures must be under control, and must not present a danger to residents or guests.
- (f) If there is an infestation of insects or rodents, corrective actions must be taken immediately to protect the health and safety of residents. If flying insects present a potential health hazard, there shall be screening on windows and doors.
- (g) Surfaces, floors and rugs shall be regularly cleaned; personal property and belongings shall be stored in an orderly manner.
- (h) Adequate storage shall be available to maintain food at a proper temperature, including a properly working refrigerator operating at 45 degrees or less.
- (i) Food shall be sanitary and stored so as to protect food from dirt, contamination and rodent or insect infestation. Food shall be maintained at proper temperatures to prevent spoilage.

- (j) Food storage and preparation areas shall be clean and free of obnoxious odors. Equipment shall be clean and in good repair.
- (k) Utensils, dishes, glassware, and food stuffs shall not be stored in bedrooms, bathrooms, or living areas.
- (l) Utensils, dishes, and glassware shall be washed in hot soapy water, rinsed, air dried if the home does not contain a dishwasher, and stored to prevent contamination. A dishwasher with a sanicycle is recommended.
- (m) Universal precautions for infection control should be followed in resident care:
- (n) Hands and other skin surfaces must be washed immediately and thoroughly if contaminated with blood or other body fluids:
- (o) All caregivers must take precautions to prevent injuries caused by needles, scalpels, and other sharp instruments or devices during procedures. After they are used, disposable syringes and needles, scalpel blades, and other sharp items must be placed in puncture-resistant containers for disposal; the puncture-resistant containers must be located as close as practical to the use area. Disposal shall be according to local regulations and resources (ORS 459.386 through 459.405).

020-830 Bathrooms

Every bathroom shall:

- (a) Provide privacy and have a finished interior, with a door which opens to a hall or common use room unless only used by the resident(s) occupying the bedroom to which it is adjacent. Occupants shall not be required to walk through another person's bedroom to get to a bathroom. Bathrooms shall not open directly onto a kitchen.
- (b) Be clean and free of objectional odors, (including commodes used in resident rooms).
- (c) Have a window which can be opened for ventilation, or have other means of mechanical ventilation to the outside which has been approved by the local building bureau or department. A window must have a surface area not less than one twentieth of the floor area with a minimum of 3 square feet and a minimum clear opening of 1 and 1/2 square feet. Each window must have a window covering.
- (d) Have a mirror, and have tubs or showers, toilets, and sinks in good repair with appropriate inlets, vents, and traps. A sink shall be located near each toilet. A toilet and sink shall be provided on each floor where resident rooms or residents with limited mobility are located. There shall be at least one toilet, one sink, and one tub or shower for each six household occupants, including residents, operator or manager(s), operator's or manager's family and day care persons, but excluding children under two years old.

- (e) Have hot and cold water in sufficient supply to meet the needs of residents for personal hygiene. Hot water temperature in bathing areas shall be supervised for persons unable to regulate water temperature.
- (f) Have nonporous surfaces for shower enclosures; glass shower doors shall be tempered safety glass. Shower curtains shall be clean and in good condition. Non-slip floor surfaces shall be provided in tubs and showers.
- (g) Have grab bars for toilets, tubs, and/or showers for residents' safety as required by residents' disabilities.
- (h) Have barrier-free access to toilet and bathing facilities with appropriate fixtures if there are residents who use walkers or wheelchairs; alternative arrangements for nonambulatory residents must be appropriate to resident needs for maintaining good personal hygiene; if commodes are used, they must be emptied and cleaned daily or more often to prevent odors.
- (i) Have adequate supplies of toilet paper for each toilet, and soap for each sink. Residents shall be provided with individual towels and wash cloths which are laundered in hot water at least weekly. Residents shall have appropriate racks or hooks for drying bath linens. If individual hand towels are not provided, roller-dispensed hand towels or individually dispensed paper towels shall be provided for residents' use.

020-840 Bedrooms

- (a) All bedrooms in which occupants sleep: shall have been constructed as a bedroom when the home was built, or remodeled under benefit of appropriate permit(s) to meet applicable building and safety codes; shall be finished with walls or partitions of standard construction which go from floor to ceiling; shall have ceiling heights not less than 7 feet 6 inches covering at least one half the area of the room; shall have a standard door with appropriate hardware which opens directly to a hallway or common use room without passage through another bedroom or common bathroom; and shall not contain furnaces, laundry tubs, washers, dryers, freezers, dishwashers, or other common use equipment.
- (b) All bedrooms shall have a minimum width of 7 feet with at least 70 square feet of usable floor space for one occupant or 120 square feet for two occupants (not including areas of the room with ceiling heights of less than 5 feet), and shall have no more than two occupants per room, not including children under the age of two.
- (c) Operators, resident managers, other caregivers, or family members shall not sleep in areas designated as living areas, nor share bedrooms with residents. There shall be at least one bedroom available for use by the operator, resident manager(s), or other caregivers. All additional occupants, including

children over the age of two who reside in the home on a regular basis, shall be housed in bedrooms meeting the criteria described in this section.

(d) All bedrooms: shall be adequately heated; shall have exterior glazed openings to provide natural lighting with a total surface area not less than one tenth of the floor area and a minimum of 10 square feet; and shall have at least one openable window or exterior door to provide ventilation which meets minimum safety standards, and with total clear openings which are not less than one twentieth of the floor area.

(e) All bedrooms in the home shall have at least one window or exterior door to permit the venting of products of combustion and for emergency escape or rescue. This escape and rescue window or door shall:

(A) Be readily openable from the inside without the use of keys, tools, or any special knowledge or effort;

(B) Provide a clear opening of not less than 5.7 square feet (821 square inches). The minimum net clear opening height dimension shall be 24 inches (by 34 inches wide); the minimum net clear opening width dimension shall be 20 inches (by 41 inches high); and

(C) Have a finished sill height not more than 44 inches from the floor level, or not more than 48" if the sill height met applicable code requirements at the time the bedroom was constructed and if an exception is granted by the Director. For sill heights above 48 inches, application may be made for a building permit to install a permanently attached step(s) (minimum width 30 inches, rise of 4 to 8 inches, and run of 9 to 12 inches) or other aids to window egress which are constructed so the sill height is no more than 44 inches from the top of the step(s). Upon approval of the permit and final inspection, the Director may grant a variance, but only if the step(s) or aids are readily accessible and not used for storage, and only if their use is within the demonstrated evacuation capability of occupants of the room. In no case can residents who are nonambulatory or have limited mobility use such bedrooms.

[ (D) In ground, first floor, and basement bedrooms, the escape and rescue window shall have an exterior sill height of no greater than 72 inches from the ground, while a door shall have no steps, or a ramp if there are steps from the door to the ground unless a variance is approved by the Director based on the requirements in (B) and (C) below.]

(D) Bedrooms shall be on ground level for all residents who are unable to walk without assistance or who are nonambulatory or who are not mentally capable of evacuating without assistance.

- (E) Persons housed on a second floor, upper level of a split-level home or in an approved basement bedroom must show a demonstrated capability of promptly evacuating from permanent and emergency exits independently, and without assistance or direction from others upon the sound of a signal device or in case of fire. Lifts or elevators are not an acceptable substitute for an occupant's capability to ambulate stairs.
- (F) Sleeping rooms located on a second floor or in a basement shall have an approved emergency means of egress.
- (G) Split-level homes shall be evaluated according to accessibility, emergency egress, and evacuation capability of residents.
- (H) Ladders, rope and chain ladders, and other devices shall not be used where approved fixed landing and stairways are required.

[(f) Certain Homes Require a Secondary Means of Egress.]

- [(A) In homes with 10 or fewer occupants, second-floor bedrooms, bedrooms above ground level in split level homes, and ground/first floor rooms where the exterior sill height of the escape and rescue window is above 72 inches from the ground shall have a secondary means of emergency egress which has been approved by the Department as within the capability of persons it is intended to serve. Acceptable alternatives include a second interior stairs, a portable metal or chain fire ladder which can reach from bedroom windows to the ground, a fixed fire ladder which leads to ground level, or an approved exterior door and stairway meeting the requirements of the Uniform Building Code which leads to ground level.]
- [(B) In newly constructed homes or in homes with more than 10 occupants, there shall be:
  - (1) two permanent exits from a basement (if bedrooms are located in the basement);
  - (2) an alternative secondary means of emergency egress from ground/first level bedrooms with an exterior sill height of greater than 72 inches from the ground, approved by the Department as usable by the persons it is intended to serve; and
  - (3) An approved exterior door and stairway which meet the requirements of the uniform building code as a second exit and which lead to the ground from a second story or the upper level of a split level home.]

- [(g)] Bedrooms shall be on ground level for occupants who are nonambulatory or have limited mobility, with at least one window or exterior door for escape or rescue, which meets the requirements of MCAR 890-020-840(e) A-D, opening onto ground level. No occupants shall be housed in bedrooms above the ground level or in bedrooms where the escape and rescue window/door does not meet the requirements of MCAR 890-020-840(e) A-D, unless the following conditions are met:]
- [(A)] The person must be totally ambulatory and mentally capable of self preservation; and]
- [(B)] The person must have a demonstrated capability of promptly evacuating from available permanent and emergency exits independently, with no resistance, and without assistance or direction from others upon the sound of a signal device or in case of fire. Lifts or elevators are not an acceptable substitute for an occupant's capability to ambulate stairs.]
- [(h)] Stories above the second floor shall not be used for sleeping purposes by any occupants unless there is a permanently constructed second exit from those stories.]
- [(i)] Daylight basements and split level homes will be evaluated according to accessibility, secondary means of egress, and level of evacuation capability of occupants.]
- [(j)] Resident bedrooms shall be in adequate proximity to the operator  
(I) or resident manager to alert the caregiver to night time needs or emergencies, or as appropriate to residents' disabilities or general needs be equipped with a functioning call bell or intercom.
- [(k)] Each bedroom shall have sufficient separate, private dresser and  
(J) closet space for each resident's clothing and personal effects, including hygiene and grooming supplies. Residents shall be allowed to use or keep personal belongings and have access to private, secure storage space. Drapes or shades for windows shall be in good condition and shall allow privacy for residents.
- [(l)] There shall be an individual bed, at least 36" wide, for each  
(K) resident, consisting of a mattress with springs, a stiff foam pad with support, or a futon with support. Beds must be in good condition. Cots, rollaways, bunks, trundles, couches, and folding beds may not be used for resident, except that day care persons may use a cot or rollaway bed if bedroom space is available which meets the requirements of 890-020-840 of this rule. Resident beds may not be used by day care persons. Each bed shall have clean bedding in good condition, consisting of a bedspread, mattress pad, two sheets, a pillow, a pillowcase, and blankets or a comforter adequate for the weather. Sheets and pillowcases shall be laundered at least weekly, and more often if necessary. Waterproof mattress covers shall be used for incontinent residents.

020-850 Heating and Electrical Systems and Equipment

- (a) Heating equipment and ventilation equipment, including wood stoves, air conditioning systems, and other electrical equipment, shall be installed under benefit of appropriate permits and shall meet all State and local codes. Such equipment shall be used and maintained properly, serviced at regular intervals, and be in working condition and good repair. Service records shall be retained for a period of two years.
- (b) The heating system shall be in working order and capable of maintaining a room temperature of 68 degrees at a point three feet above the floor in all habitable rooms of the home. There shall be an appropriate source of heat in each bedroom. When residents are home, minimum temperatures shall be no less than 68° during waking hours, and 60° during sleeping hours. Frail elderly may require warmer temperatures or additional clothing or bedding. During times of extreme summer heat, the operator shall cool habitable rooms to a comfortable range, between 78° and 85°, using available ventilation, fans or air conditioning.
- (c) Portable oil, gas, or kerosene heaters are prohibited. Portable electric heaters shall not be used for permanent heating. Space heating units with exposed electrical coils are prohibited. A local building or fire inspector or the Department may approve limited use of sealed oil or water filled portable radiators, but only if used in accordance with manufacturer's instructions.
- (d) Portable air conditioners shall be UL Listed and used only in accordance with manufacturer's instructions.
- (e) Extension cords shall not be used in place of permanent wiring.
- (f) Operating protective screens, metal curtains or glass doors anchored top and bottom are required on fireplaces. Fireplaces shall not be used to burn trash. Chimneys shall be properly maintained and have no accumulation of creosote or combustible residue.

020-860 Hardware

- (a) All exit doors and interior doors, including bedroom and bathroom doors, shall have simple hardware which cannot be locked against egress, and which shall have an obvious method of operation that does not require a key, tool, any special knowledge or effort. [or more than one motion to open from the inside.] Double key deadbolts, combination locks, hasps, locking bolts, hooks and eyes, interior latches, and other similar devices which could restrict the egress of occupants of the home are prohibited.
- (b) There may be no more than one locking or latching device for security on each exterior door in addition to the door handle latch. One pushbutton lock, security chain, slide bolt, night

latch, or deadbolt with a turn screw (thumb-bolt) may be installed on an exterior door, but only if such hardware is mounted no higher than 48" from the floor, only if it is openable from the inside without the use of a key, tool, any special knowledge or effort, or more than one motion, and only if it is within the demonstrated capacity of occupants to use in an emergency.

- (c) Storm windows or doors, bars, grills, grates or similar devices may be installed on escape and rescue windows or doors only if such devices are equipped with approved release mechanisms which can be opened from the inside without the use of a key, tool, any special knowledge or effort, or more than one motion.

020-870 Storage

- (a) Storage of flammable liquids is prohibited in living areas. No more than ten (10) gallons of flammable liquids may be stored in approved safety containers in a private garage, unattached storage building or other approved location which is inaccessible to residents. Combustible liquids, such as paint, and other hazardous materials shall be safely and properly stored in original, properly labeled containers or in safety containers in areas inaccessible to residents. If in excess of one (1) gallon, combustible liquids shall be stored in either a garage, an unattached storage building, or other approved location.
- (b) Cleaning supplies, poisons, and insecticides shall be properly stored in original, properly labeled and closed containers, in an appropriate area away from food preparation and storage areas, dining areas, and medication storage areas.
- (c) Firearms on the premises of an Adult Care Home must be stored, unloaded, in a locked cabinet. The firearms cabinet must be located in an area of the home that is not readily accessible to clients. All ammunition must be stored in a separate, locked location.
- (d) All medications in the home, including over the counter medicines, shall be stored in locked cabinets, closets, or other similar storage containers. Medications of residents unable to handle their own medical regimen shall be kept in a locked, central location, separate from that of medications belonging to the caregiver or the caregiver's family, and accessible only to the operator and authorized caregivers.
- (e) Containers for each resident's medication shall be clearly labeled with the pharmacist's label indicating dosage and physician's name, including medications in daily or weekly medisets. Nonprescription medications shall be in an originally labeled container.
- (f) Persons able to handle their own medical regimen shall keep their medications stored in a locked location, inaccessible to other residents.



020-880 Fire Safety Devices and Evacuation

020-881 Fire Safety Devices

- (a) At least one operable fire extinguisher of Class 2A-10BC shall be in a visible and readily accessible location on each floor, including basements and usable attics. Extinguishers shall be mounted no higher than 5' above the floor and with the bottom no lower than 4". Extinguishers shall be checked and tagged at least once a year by a qualified representative of a company engaged in fire extinguisher maintenance and recharged every 6 years.
- (b) Operable smoke detectors with covers shall be installed in each bedroom and in hallways that adjoin bedrooms. In new Adult Care Homes, ceiling placement of smoke detectors at least 6" from walls is required. If there is ceiling heat, or in currently operating homes with detectors already mounted, wall mounted detectors at least 6" and no more than 12" from the ceiling are acceptable when approved by a Department inspector. When sleeping rooms are above the first floor, an additional operating detector shall be placed at the center of the ceiling directly above the stairway. When basements have a stairway which opens into the main level, an operating smoke detector shall be installed in the basement. All detectors, when activated, must be audible in all sleeping rooms or should be interconnected. Bedrooms used by the hearing impaired occupants must be equipped with a visual/audio alerting alarm.
- (c) The operator shall maintain extinguishers and smoke detectors in operating condition at all times.
- (d) Battery operated detectors are acceptable. All detectors shall be U.L. listed or equivalent and shall meet U.B.C. Standard 43-6. Detectors shall be equipped with a device that warns of low battery. Detectors shall be tested monthly, with records of inspections on file for one year. During inspections, caregivers in the facility shall be required to demonstrate that all detectors are operational. For facilities built as new construction, or in existing facilities if violations are cited for failure to maintain battery-operated detectors in working condition during two different inspections, hardwiring of the detectors into the home's electrical system will be required. A battery back-up will be required in the event of power outages.
- (e) The operator shall maintain, update, and post a floor plan containing room sizes, location of each resident bed, fire exits, operator's or resident manager's sleeping room, smoke detectors and fire extinguishers. A copy of this drawing shall be submitted with the application and updated to reflect changes.
- (f) There shall be, on each occupied floor of the facility, at least one plug-in rechargeable flashlight, readily accessible, for emergency lighting.

020-882     Evacuation

- (a) The operator shall maintain exits and exitways in functional and unobstructed condition at all times. Corridors and hallways shall be a minimum of thirty (30) inches wide or as approved by the local building inspector.
- (b) There shall be wheelchair ramps from exterior doors constructed under appropriate permit if nonambulatory persons or persons with severely limited mobility are in residence. [as well as barrier-free access to exitways for evacuation.]
- (c) An emergency evacuation procedure shall be developed, posted, and rehearsed with residents, all caregivers, and any family members or other persons living or working in the home. A record shall be maintained of periodic evacuation drills. Drills shall be held monthly during the first year of operation and every other month thereafter. At least one drill practice per year shall occur during sleeping hours. Records of the drills shall be on file for one year and include date, time of day, time necessary for full evacuation, names of occupants requiring assistance for evacuation and a signature of the person conducting the drill.
- (d) Within 24 hours of arrival, a new resident shall receive an orientation to basic fire safety, which shall include how to respond to the sound of a signal device (smoke detector or fire alarm), and how to exit from the home in an emergency.
- (e) In the course of an inspection or interview, the operator or caregiver shall be prepared, if requested, to demonstrate the ability to promptly evacuate all occupants after sounding a signal device.
- (f) All residents shall participate in fire drills, unless a written assessment from a physician or registered nurse is on file stating that such participation is medically contraindicated for a resident. Surrogates for such residents shall be used in conducting fire drills to determine evacuation capability.
- (g) An operator shall be able to evacuate all occupants of an Adult Care Home to a point of safety outside the home, or beyond fireproof doors in a building with sprinklers, within 3 minutes. Of particular concern are:
  - (A) Residents who are nonambulatory or who have limited mobility;
  - (B) Residents who have impaired consciousness due to medications (particularly at night);
  - (C) Residents who have hearing impairments;
  - (D) Residents who require cues from caregivers;

- (E) Residents who are resistive to fire drills (especially at night); and
  - (F) Residents who require physical assistance from caregivers, due to mobility problems, failure or inability to respond to instructions, resistance, or other factors.
- (h) If there is an identified problem in demonstrating a prompt (within 3 minutes)] evacuation capability from the home, the Director may require one or more of the following corrective actions in order to decrease the level of risk to residents or otherwise correct hazardous conditions as compensation for a slow (between 3 to 13 minutes) evacuation capability:
- (A) Moving residents within the home;
  - (B) Adding staff;
  - (C) Relocating one or more residents;
  - (D) Reducing the maximum capacity of the home;
  - (E) Increasing fire-life-safety protection;
  - (F) Changing the classification of the home;
  - (G) Hard wiring smoke detectors into the home's electrical system;
  - (H) Installing a complete smoke detector system in all habitable areas of the home;
  - (I) Installing a local alarm system audible throughout the home and activated by detection operation;
  - (J) Enclosing hazardous areas, stairways, exitways or other areas of the home with a fire barrier (1/2 inch gypsum board or equivalent fire resistive material);
  - (K) Protecting doorway openings by a fire barrier (a tight fitting 1 3/8 inch solid core wood door or equivalent which shall be equipped with a closing device such as spring loaded hinges); and/or
  - (L) Installing an approved exterior door from an upper level and approved stairway leading to the ground level.
- (i) The Director may order installation of an appropriate sprinkler system in addition to other corrective actions to compensate for an impractical evacuation capability (over 13 minutes), or if alternative fire safety arrangements to ensure timely evacuation are not satisfactory in Adult Care Homes in which there are residents who are incapable of self preservation. For homes of five or fewer residents, a quick response residential-type sprinkler system installed with necessary building permits according to NFPA 13D will be required in such circumstances.

- (j) Adult Care Homes located more than five miles distant from the nearest fire station or those of unusual construction characteristics may be required to have a complete fire alarm system installed with necessary building permits and meeting the requirements of the NFPA 72A and 72E, with automatic reporting to a UL approved central alarm station.

020-890 Posting of License, Residents' Bill of Rights, Rates, and House Rules

In accordance with MCC 8.90.050 (A) and MCC 8.90.120 (A), each owner or operator of an Adult Care Home to whom a license is issued shall:

- (a) Post the County license in a conspicuous place on the premises where it can be seen by residents and their visitors.
- (b) Post the Residents' Bill of Rights and the procedure for making complaints in a conspicuous place on the premises where it can be seen by residents and their visitors. The Bill of Rights shall contain the name and phone number of the Ombudsman and the office to call in order to report complaints.
- (c) Post monthly rates in a conspicuous place on the premises. A range of lowest to highest rates charged for room, board, and/or care is acceptable.
- (d) Post house rules in a conspicuous place on the premises; if no house rules exist, a notation to that effect shall be posted.
- (e) Post a copy of the most recent Certification of Compliance report in a conspicuous place on the premises; upon request, a copy shall be provided by the provider to each resident of, or person applying for admission to, the home, or the legal representative, guardian or conservator of the resident or applicant.

890-020-900 Additional Standards for Facilities Serving Six or More Residents

- (a) In Adult Care Homes which are licensed for 6 to 15 residents, at all times the operator or at least one qualified employee shall be on-call on the premises to provide supervision. In homes which are licensed for 16 to 100 residents, at all times the operator or at least one qualified employee shall be on the premises and awake to provide supervision, and another employee shall be on call and capable of responding within ten minutes. In homes licensed for more than 100 residents, at all times the operator or at least one qualified employee shall be on the premises and awake to provide supervision, another employee shall be on call on the premises, and a third employee shall be on call and capable of responding within ten minutes.
- (b) Permitted use zoning or a conditional use permit are required to house over 5 residents unrelated to the operator by blood or marriage. Local zoning requirements for the number and condition of residents to be housed shall apply.

- (c) An R-1 occupancy use is required to house over 5 residents unrelated to the operator by blood or marriage; an SR occupancy use is required if care is to be provided to such residents. Occupancy requirements of the State of Oregon Structural Specialty Code and Fire and Life Safety Regulations shall apply.
- (d) Any home serving food to 6 to 15 residents in one facility shall meet those requirements of the State of Oregon Sanitary Code for Eating and Drinking Establishments which relate to the preparation, storage and serving of food; any home serving 16 or more residents in one facility shall meet all requirements of the State of Oregon Sanitary Code for Eating and Drinking Establishments.
- (e) Applicable State and local building, mechanical, and housing codes and Standards for fire and life safety as appropriate to size and use shall also be utilized and enforced.
- (f) In homes which house more than 5 residents, fire extinguishers shall be no more than 75 feet from any point on each floor.

MULTNOMAH COUNTY  
ADMINISTRATIVE RULES FOR  
LICENSURE OF ADULT CARE HOMES

PART III PROCEDURES FOR ADMINISTRATION AND ENFORCEMENT  
MCAR 890-040-200 THROUGH 890-150-100

- 890-040-200    Applications    Refer to MCC 8.90.040 (B) and (C)
- 040-210    Applications for operation of an Adult Care Home shall be made in writing on forms supplied by the Department and addressed to the Adult Care Home Program, 2nd floor, 421 S.W. Fifth, 97204.
- 040-220    The application shall contain information and supply documentation as required by MCC 8.90.040 (B), and shall contain any other information requested by the Director in order to process an application for a license to operate a home. It should include:
- (a)    Maximum capacity, including day care and relatives.
  - (b)    Classification, with information and documentation regarding qualifications and training of staff.
  - (c)    Physicians statement regarding ability to provide care.
  - (d)    Financial information sheet.
  - (e)    Criminal record clearance form.
  - (f)    Floor plan showing location and size of rooms, exits, smoke detectors, and extinguishers.
  - (g)    If the application is for a second or more home, a plan covering administrative responsibilities, how the owner/operator will monitor the home, staffing qualifications and additional evidence of financial responsibility.
  - (h)    Statement from applicant for Level II or Level III homes with provider(s) who are delegated to perform nursing tasks stating how these tasks will be performed if the provider(s) is/are not present for whatever reason.
  - (i)    Character references from at least three (3) nonrelatives. For renewal applications, the references shall include statements from former or current residents or their relatives. If this is not feasible, other references may be allowed with the approval of the Director.
  - (j)    The name of an approved substitute caregiver who will be available in the absence of the operator or resident manager.

- 040-230 A person who desires to apply for a license may obtain application forms and licensure Standards from the Department upon request, following attendance at a licensure orientation scheduled and conducted by the Department. Such orientations shall review licensure requirements, Standards, and procedures.
- 040-240 An application for a home which has, proposes to have, or is required by MCC 8.90.040 (C) to have a resident manager(s) living in the home shall include supplemental information requested by the Director concerning the person(s) applying for a license to manage the home. As required, the application shall also include supplemental information requested by the Director concerning other caregivers in the home.
- 040-050 Persons applying for a license as a resident manager shall attend a licensure orientation scheduled and conducted by the Department before their application can be processed.
- 040-260 The completed application for the facility, operator, resident manager if any, and other caregivers as required shall be submitted by the person(s) responsible for the operation of the home, and shall be accompanied by fees or a request for a payment plan. Persons applying to operate multiple homes shall submit fully completed applications and fees for each street address which is to be licensed as a separate Adult Care Home, including each unit of a legal multifamily dwelling.
- 040-270 If fully completed application materials, including fees, are not returned to the Department within 60 days from the date they are mailed to a new applicant, or within 30 days for a renewal application, the application shall be considered void and must be reactivated as a new application unless an extension is requested by the applicant and is approved by the Department.
- 040-280 If during the period covered by the license a resident manager(s) is newly employed, or a licensed resident manager leaves, the operator must immediately notify the Department.
- 040-290 Within 15 days of employment of a resident manager, the operator must submit a fully completed application and payment of a ten dollar (\$10.00) fee[s] for a new manager and request an amended license. Pending approval, the new resident manager(s) may only be hired on a probationary basis. The classification of the home will be reevaluated based on the qualifications of the new resident manager and changed accordingly.
- 890-050-100 Licensure Process Refer to MCC 8.90.050 (A)
- 050-110 The licensure investigation shall include a criminal record check unless the person's criminal record has been checked by the Department within the preceding twelve (12) months (see section 890-020-230), personal reference checks unless verified by the Department within the preceding twenty-four (24) months, an on-site inspection(s) of the facility, and personal interviews with the person applying to be an operator, with the

- person applying to be resident manager if any, and with other proposed caregivers as required by the Director, to determine compliance with applicable laws, codes and rules.
- 050-120 Each license application submitted by a person applying to be a multiple home operator shall be investigated separately to determine the compliance of each home or address.
- 050-130 Inspections and interviews shall be conducted by representatives of the Department. If required by the local jurisdiction in which the home is located or requested by the Department, an inspection(s) also will be conducted by representatives of that jurisdiction.
- 050-135 Upon the request of the Department, the local fire department representative may also inspect the home.
- 050-140 During the course of the investigation, the Director shall determine the maximum capacity of the Adult Care Home, in accordance with section 890-020-120. Determination of capacity shall be based upon applicable codes and rules.
- 050-150 During the course of the investigation, the Director shall determine the classification of the home based on the operator's/staff's training and experience.
- 050-160 A copy of the completed application forms, inspection checklists and interview schedules used by the Department during the investigation will be provided to the applicant, and other copies will be retained by the Department for its files.
- 050-170 All applicants shall be in compliance, or shall agree to come into compliance, with applicable laws, codes and rules within a time frame specified by the Department but no later than 60 days from the date of inspection, before a license application can be approved. Violations shall be abated, existing problems shall be resolved, and all deficiencies corrected, prior to issuance of a license or within time limits agreed to or imposed by the Department. If cited deficiencies are not corrected within the time frame specified by the Department, the application, including renewal application, shall be denied.
- 050-180 It shall be the responsibility of the applicant to notify the Department that the home is fully in compliance. A reinspection or reinterview may be conducted by the Department prior to approval of a license following receipt of such notification.
- 050-190 The applicant may withdraw his or her application at any time during the licensure process by notifying the Department.
- 890-020-200 Variances and Exceptions Refer to MCC 8.90.020(D)
- 050-210 An applicant or licensed operator may apply to the Department in writing for a variance of or exception to a specific requirement of the Adult Care Homes Licensure Ordinance or these rules. The



applicant or operator must justify to the Department that such a variance or exception does not jeopardize the health, welfare or safety of any residents and is not in violation of applicable laws and codes.

050-220 On the basis of an inspection or interview, Department personnel or designees may recommend a variance of or exception to a specific requirement of the Adult Care Homes Licensure Ordinance or these rules. Such recommendations shall be supported in writing with facts documenting the appropriateness of the recommended action. The recommended variance or exception shall not be effective without written approval granted to the applicant or operator by the Director.

050-230 A variance or an exception may be granted if the Director determines that resident health, welfare or safety is not jeopardized, and that there is sufficient cause shown that this action is in keeping with the intent and purpose of the Adult Care Homes Licensure Ordinance. Reasons for granting a variance or exception shall be documented by the Director at the time of approval.

050-240 Variances or exceptions will be granted to the applicant or licensed operator in writing and reviewed at the time of each license renewal. A variance or exception granted to one home or operator does not constitute a precedent for any other Adult Care Home or operator.

050-250 No variance or exception shall be granted pertaining to the requirements of a local or State regulation or a provision of these rules concerning: the limit of five residents unrelated to the operator in a home zoned or constructed only for single family use; Adult Care Home inspections; resident rights; protection of residents, employees, and other persons from retaliation following the filing of a complaint; and inspection of the public files. No exception related to fire and life safety requirements shall be granted by the Department without prior consultation with the State Fire Marshall or local fire bureau or department.

890-050-300 Issuance of Licenses Refer to MCC 8.90.050 (A)

050-310 Subject to the provisions of MCC 8.90.080, the Director shall issue a license to the owner or operator within 60 days after the investigation is completed if the Adult Care Home, the operator, the resident manager(s) and other caregivers if any, are found to be in compliance with the provisions of the Adult Care Homes Licensure Ordinance and these rules and Standards.

050-320 The Director shall have the authority to issue a regular, conditional, provisional, or limited license.

050-330 The Director shall have the authority to issue a regular license to an applicant when the applicant has complied with all applicable requirements of the Multnomah County Adult Care Home Licensure Ordinance and these rules or has obtained a variance or exception in accordance with 890-020-200.

050-340 The Director shall have the authority to issue a conditional license to an applicant when provisions are placed on the license that limit or restrict the scope of the license or impose additional requirements on the licensee.

(a) Conditions may be attached to a license upon a finding that:

(A) Information on the application or initial investigation requires a condition to protect the health and safety of residents;

B) There exists a threat to the health, safety, and welfare of a resident that can be remedied by attaching conditions to the license; or

(C) The home is not being operated in full compliance with these rules.

(b) Conditions which may be imposed on a licensee include, but are not limited to:

(A) Restricting the total number of residents or occupants;

(B) Restricting the number and impairment level of residents allowed within a licensed classification level based upon the capability of provider and staff to meet the health and safety needs of all residents;

(C) Restricting the type of care and services the Adult Care Home can provide;

(D) Reclassifying the level of residents that can be served;

(E) Requiring additional staff or staff qualifications;

(F) Requiring additional training of operator/staff;

(G) Requiring additional documentation;

(H) Restricting an operator from opening an additional home; and

(I) Suspending admissions.

(c) The operator will be notified in writing of any conditions imposed, the reason for the conditions, and be given an opportunity to request a hearing under MCAR 890-090-100.

(d) In addition to or in lieu of a contested case hearing, an operator may request an administrative conference with the Director to review the conditions. The administrative conference does not diminish the operator's right to a hearing.

- (e) Conditions may be imposed for the extent of the licensure period (one year) or limited to some other shorter period of time. If the condition corresponds to the licensing period, the reasons for the condition shall be considered at the time of renewal to determine if the conditions are still appropriate. The effective date and expiration date of the condition shall be indicated on the license.
- 050-350 The Director shall have the authority to issue a provisional license to an applicant prior to completion of an investigation, including completion of all inspection(s) and/or interview(s), satisfactory compliance, and final approval of the license.
  - (a) Upon completion of an investigation, the Director shall have the authority to issue a provisional license of fixed duration if the applicant is not yet in compliance. Issuance of a regular, conditional or limited license for the balance of the one year term shall be subject to achieving satisfactory compliance within specified time limits.
  - (b) If a provisional license has been issued and there is not satisfactory compliance within time limits specified by the Department or by local jurisdictions, the application for a license shall be denied, and the provisional license and any exceptions or variances shall be considered void.
- 050-360 Upon completion of an investigation, the Director may issue a limited license to an operator whose care is to be limited to a specific person(s). The license shall be considered void upon termination or transfer of the resident(s) identified on the license, unless application for a regular license is approved.
- 050-370 The effective date of licenses issued for Adult Care Homes, including new applicants and previously operating homes which have a change of address or operator, shall be the date the Director gives final approval to issue a license. If a provisional license has been issued, the effective date shall be approval date of the provisional license. A license is valid for one year unless otherwise specified or unless sooner revoked or suspended.
- 050-380 The license shall state, in addition to information required in MCC 8.90.050 (C), the maximum capacity of the home including relatives under care and day care persons, the classification for which the applicant is qualified, the effective date and expiration date of the license, and any limitations.
- 050-390 A license shall be considered void immediately upon revocation by the Department, voluntary revocation by the operator, or a change of ownership or location of the home. A void license shall be returned to the Department.

890-050-400     Renewal of Licenses; Refer to MCC 8.90.050 (A)

- 050-410     At least 30 days but no more than [60] 90 days prior to the expiration of the license, a reminder notice and application for renewal will be sent to the operator by the Department. Submission of a fully completed renewal application and fees within 30 days of receipt of the renewal application shall extend the current license expiration date until the Department takes final action on the renewal application.
- 050-420     An expired license shall be considered void, and shall be returned to the Department if application for renewal has not been made by the operator in a timely manner. A home with an expired license will be treated as an unlicensed facility subject to civil penalties.
- 050-430     All applicable provisions of MCAR 890-040-100 through 890-050-300 shall be in effect pursuant to processing an application for renewal of a license except that a physician's statement, financial information sheet, and criminal record clearance may not be required at the discretion of the Director, if it can be reasonably assumed this information has not changed.
- 050-440     The Department has the authority to investigate any information in the renewal application and will conduct an inspection of the applicant's Adult Care Home. The Department may also conduct personal interviews with the operator, the resident manager(s) if any, and other caregivers, including a review of training and of resident care plans, prior to approval of a renewal license.
- 050-450     The Department shall require the home to be in satisfactory compliance prior to issuing a renewal license.
- 050-460     The Department may issue a provisional renewal license, with issuance of the regular, conditional, or limited renewal license pending satisfactory compliance within specified time limits.
- 050-470     The effective date of a renewal license shall be the day following the expiration date of the previous year's license.

890-050-500     Licensure Fees   Refer to MCC 8.90.060

- 050-510     An operator may request to pay licensure fees on a payment plan by submitting a statement that full payment would constitute a financial hardship, and by proposing a payment schedule.
- 050-520     Licensure fees shall be submitted at the time of application unless a written request for a payment plan has been submitted. Applications will not be considered complete nor processed until fees are received, or until a written request for a payment plan has been approved by the Director and an approved payment schedule has been agreed to in writing by the operator.

- 050-530 If an applicant withdraws his or her application prior to an inspection, application fees will be refunded. No refund will be paid following withdrawal or denial of an application if an inspection of a home has been conducted or if the home has been in operation.
- 050-540 If a home is licensed for fewer beds than the number for which an operator has submitted licensure fees, the operator's account will be credited for a future license application. No refund will be paid.
- 050-550 If a licensed home applies to increase its capacity during the effective period of its license, the \$20 per bed fee for the new bed will not be prorated and must be paid in full.
- 050-560 Employment of a resident manager in a licensed home that was not issued a license for a manager shall be subject to the \$10 fee.
- 890-050-600 Licenses Not Transferable Refer to MCC 8.90.070
- 050-610 No license is transferable or applicable to any location or persons other than those specified on the license.
- 050-620 When a licensed Adult Care Home is to be sold or transferred to another owner or operator, that person must apply for a license to operate an Adult Care Home at least 30 days prior to the proposed sale or transfer of the Adult Care Home to the new owner or operator. Licensure of the home and the new owner or operator shall follow the procedures described in these rules. When a home is to be sold or otherwise transferred to another person (owner), the new provider must apply for and obtain a license prior to the transfer of operation of the home. The transfer of the operation of the home is not effective until the new operator obtains a license.
- 050-630 If a current operator proposes to move a licensed Adult Care Home to another location, the operator must apply for a license and request an inspection at least 30 days prior to the proposed operation of an Adult Care Home at the new location. Licensure of the new home and the operator shall follow the procedures described in these rules.
- 890-050-700 Registry Refer to MCC 8.90.050(A) through (C)
- The registry maintained by the Director of Adult Care Homes licensed by the Department shall be regularly updated to indicate homes which have been issued a regular, limited conditional or provisional license, homes which have been issued a renewal license, and homes which have newly applied for a license. This registry shall be available to the public upon request.
- 890-080-100 Administrative Sanctions Refer to MCC 8.90.080 (A) through (C)
- 080-110 An administrative sanction may include one or more of the following actions:

- (a) Denial, revocation, non-renewal or suspension of a license;
- (b) Attachment of conditions that must be met in order to maintain a license;
- (c) Reclassification of the home;
- (d) Suspension of admissions;
- (e) Relocation of resident(s) following denial or revocation, when the operator has exceeded the capacity of the home, or when necessary to protect the life, health, safety or welfare of any resident; and
- (f) Imposition of a civil penalty not to exceed \$1,000 for each violation.

080-120 An administrative sanction may be imposed upon a finding of one or more of the following circumstances, in addition to those circumstances cited in MCC 8.90.080 (A):

- (a) The home, operator, and/or resident manager(s) is operating without a license;
- (b) The application and/or other statements to the Department contain(s) fraudulent, untrue, incomplete or misleading information;
- (c) The operator fails to make payments by the designated dates of an approved payment schedule;
- (d) The operator fails to achieve satisfactory compliance with the conditions of a provisional license or the requirements of an administrative sanction within time limits specified by the Department, or fails to maintain such compliance;
- (e) The home is unable to provide an adequate level of care and/or room and board to residents;
- (f) The number of residents and other persons receiving care exceeds the licensed or approved capacity of the home;
- (g) Pending completion of an investigation to substantiate a complaint alleging imminent danger to residents;
- (h) There has been retaliation or discrimination against a resident, resident's family or guardian, employee or other person following the filing of a complaint against the home; or following an interview with any person by the Director or authorized representative; or following testimony or other participation by any person in an action taken under these rules against an Adult Care Home;

- (i) The operator fails to effect timely, orderly and appropriate placement of residents, or to cooperate with the Department in effecting such placement, or to refund monies due, or to suspend admissions, or to cease operations, when so ordered by the Director or a final order;
- (j) The operator fails to pay a civil penalty within the time limits specified by the Director or a final order; and
- (k) The prospective or current owner, operator, resident manager, other caregiver, other employee, or other occupant:
  - (A) Has knowingly failed or refused to file an application or to report information required by these rules;
  - (B) Has been convicted of or charged with a crime which has been evaluated in accordance with MCAR 890-050-200;
  - (C) Has a medical, psychiatric, or psychological problem or an alcohol or drug problem which compromises his or her ability to operate or provide care in an Adult Care Home;
  - (D) Has had a previous denial, revocation, refusal to renew, or suspension of a certificate or license to operate an Adult Care Home, an adult foster home, a residential care, treatment or training facility, or a nursing home in this or any other county or state, for reason of abuse, neglect or exploitation of any resident(s), or for creating a threat to the health, safety or welfare of any resident(s), or for failure to possess physical health, mental health or good personal character necessary to be an operator;
  - (E) Demonstrates financial insolvency, such as filing for bankruptcy, foreclosure, eviction due to failure to pay rent, or termination of utility service due to failure to pay bills;
  - (F) Has violated a resident's rights;
  - (G) Has refused to allow access for inspections or interviews as part of a licensure, complaint or other investigation;
  - (H) Has obstructed or interfered with any licensure, complaint or other investigation, or any action undertaken to administer and enforce applicable laws, codes and rules; and
  - (I) Has acquired substantial complaints pertaining to the health, safety, and welfare of residents.

890-080-200 Notification of Administrative Sanctions Refer to MCC 8.90.080  
(A) through (C)

080-210 The Department shall provide written notice to a prospective or current operator of the imposition of an administrative sanction.

- [080-220 If as a result of an inspection or investigation, the Director determines that abuse has occurred, the operator shall be notified verbally to immediately cease the abusive act. The Director will follow up with a written confirmation of the warning by means of a notice of administrative sanction to cease the abuse act. In cases of violation of the Multnomah County Adult Care Homes Licensure Ordinance or these rules other than abuse, the Department shall notify the operator of the violation by means of a notice of administrative sanction.]
- 080-220 If as a result of an inspection or investigation the Director finds that a resident has been abused, injured or neglected, the Director will immediately notify the operator verbally to stop the abusive conduct. Within 30 days after the completion of the investigation report, the Director will follow up with a written notification to the operator of the violation and administrative sanction.
- 080-230 Notification of an administrative sanction shall be served in person or by certified mail. If the operator or applicant cannot be located in person with reasonable diligence, the Director shall cause the order to be posted on the premises of the home, which shall constitute receipt of the notice.
- 080-240 The notice of an administrative sanction shall state:
- (a) The authority to impose the sanction(s);
  - (b) The nature of each sanction imposed;
  - (c) The reasons for the sanction, including the circumstances constituting the violations of laws, codes or rules;
  - (d) The effective date of the order;
  - (e) A time line for implementation of the order. Cited deficiencies shall be corrected and/or violations abated no later than thirty (30) days after receipt of the notice unless an extension is requested and/or approved. In circumstances which pose an imminent danger to residents, deficiencies shall be corrected and/or violations abated no later than twenty-four (24) hours after receipt of the notice. If residents are in immediate danger, the license may be suspended or revoked and arrangements made to move the residents;
  - (f) The Department's readiness to assist in the placement of residents if relocation of any or all residents is ordered; the duty of the operator both to effect such placement and to cooperate with the Department in accordance with MCC 8.90.080 (C);
  - (g) The nature of further sanctions which can be imposed for failure to implement the Director's order within specified time lines;



- (h) As applicable, the right of and procedure for the operator to request variances and exceptions as provided for in MCC 8.90.020 and these rules; or to contest administrative sanctions by requesting a hearing as provided for in MCC 8.90.090 and these rules.
  - (i) A statement of the authority and jurisdiction under which the hearing is to be held;
  - (j) A statement that the Department's files on the subject of the contested case automatically become part of the contested case record upon default for the purpose of proving a prima facie case; and
  - (k) A statement that the notice becomes a final order upon default if the operator fails to request a hearing within the specified time.
- 080-250 A copy of the relevant findings from licensure or complaint investigations shall be attached to the notification of administrative sanction, unless previously provided to the applicant or operator.
- 890-080-300 Compliance with Administrative Sanctions Refer to MCC 8.90.080 (A) through (C)
- 080-310 The Department may require attendance by an operator at an administrative conference prior to or as part of the imposition of an administrative sanction(s).
- 080-320 At any time after receipt of a notice of an administrative sanction, or after receipt of an inspection or interview report from a licensure or complaint investigation which cites deficiencies or violations, the operator may request an administrative conference.
- 080-330 An administrative conference shall be scheduled as soon as possible and no later than ten (10) days from a request for such a meeting.
- 080-340 The purpose of an administrative conference is to review the sanction and/or the deficiencies and violations cited, and to provide information to the operator which can assist in achieving satisfactory compliance within required time limits.
- 080-350 The request for an administrative conference shall not extend the effective date for an administrative sanction or any previously established time limits, unless requested by the operator and granted by the Director. The conference may be scheduled after the effective date of an administrative sanction.
- 080-360 The operator shall be responsible for certifying compliance with the requirements of the administrative sanction(s), on a compliance form provided by the Department, no later than the date specified in the notice of sanction unless an extension has been requested by the operator and granted by the Director.

- 080-370 The Department may conduct a reinspection of the home or a reinterview(s) following receipt of an operator's certification of compliance, or otherwise after the date specified in the notice of administrative sanction by which deficiencies were to be corrected and violations abated.
- 080-380 When relocation of any or all residents or refund of any monies due is ordered by the Director or a final order, such relocation and/or refund(s) shall be accomplished no later than 30 days from the effective date of the order, or sooner if so specified.
- 080-390 Under authority of MCC 8.90.030, the Department may seek a court order for injunctive relief to enforce the Director's order or a final order if it is not implemented within the time limits established by the Director or the final order.
- 890-080-400 Attorney Fees
- In actions brought to enforce the Multnomah County Adult Care Homes Licensure Ordinance or these rules either through a contested hearing or litigation, the Department is entitled to reasonable attorney fees, at trial, hearing, or on appeal, and costs if it prevails.
- 890-090-100 Operator Hearing Rights Refer to MCC 8.90.090 (A) and (B)
- 090-110 The Department shall notify an operator of his or her right to appeal the decision or order of the Director, and the procedure for requesting a hearing, in providing notification of the Department's action.
- 090-120 The Director's decision or order shall become final if a written request to the Director for a hearing, as required by MCC 8.90.090 (A), is not filed within ten (10) days or in cases where a civil penalty has been imposed, within twenty (20) days, at the office of the Adult Care Home Program, [2nd floor,] 421 S.W. 5th, 97204.
- 090-130 Forms for filing an appeal of the Director's decision or order shall be provided to an operator upon request, or may be provided to an operator if further information is required following receipt of a timely written request for a hearing.
- 090-140 Administrative sanctions imposed upon a finding of imminent danger to residents shall become effective immediately upon order of the Director. If a hearing is requested in accordance with MCAR 890-090-120, within ten (10) days of receipt of the operator's request for a hearing, the Director or designee shall review all materials relating to the allegation of imminent danger and to the administrative sanction, including any written documentation submitted by the operator within that time frame. The Director or designee shall determine, based on a review of the materials, whether to sustain the decision. If the Director or designee does not sustain the decision, the administrative sanction will not become effective unless and until sustained by

a final order. If an operator makes a timely written request for a hearing to appeal an administrative sanction imposed for reasons other than a finding of imminent danger to the residents, the sanction shall not become effective unless and until sustained by a final order.

- 090-150 If an order of the Director disapproving an involuntary termination of residency is appealed by an operator, the termination of residency shall not be executed unless and until the Director's order is overruled by a final order.
- 890-090-200 Resident Hearing Rights Refer to MCC 8.90.090 (C) and (D)
- 090-210 An owner or operator, or payor for a resident who is to be provided care, shall notify the resident of his or her right to request a hearing when providing a notification of involuntary termination of residency. Such notification shall be substantially similar to the example provided to operators by the Department and shall comply with the requirements of MCAR 890-020-440(b).
- 090-220 A verbal or written request for a hearing to contest an involuntary termination of residency should be filed with the Director through the Department's Adult Housing Program no later than ten (10) days from the date the notice is received by the resident or the resident's guardian. Nothing in this section shall prohibit the Director from acting upon a later request.
- 090-230 Forms for filing an appeal of an involuntary termination of residency shall be provided upon request to a resident or any person acting on a resident's behalf, or may be provided to a resident or a person acting on a resident's behalf if further information is required following receipt of a timely request for a hearing.
- 090-240 Upon the Director's request, an owner or operator, or payor for a resident who is to be provided care, shall promptly provide to the Department a copy of the notice of involuntary termination of residency given to the resident or resident's guardian.
- 090-250 During the investigation of an involuntary termination of residency required by MCC 8.90.090 (D), the Director or authorized representatives shall assist the operator and resident in reaching a mutually satisfactory resolution if it is at all possible. As part of this investigation, the resident shall be given the opportunity of an informal conference if requested within ten (10) days of receipt of notice. Participants may include the resident, and at the resident's request, a family member, case manager, legal representative of resident; the provider, and a representative of the provider association if the provider requests it. The purpose of the conference is to determine if a satisfactory resolution can be reached. This is not to be considered an administrative hearing.

- 090-260 The Director shall determine if an emergency exists which would justify immediate relocation of the resident such that there is an imminent danger or that undue delay might jeopardize the life, health, safety, or welfare of the resident, other residents, the operator, employees, or other household members.
- 090-270 If the investigation fails to achieve a resolution, the Director shall refer the decision to a hearings officer, and may approve, conditionally approve, or disapprove the involuntary termination of residency in accordance with the factors in MCAR 890-090-380 through 890-090-395. The Director's findings and decision, including any approval for immediate relocation, shall be documented.
- 090-280 If a resolution cannot be achieved without a hearing, unless an immediate relocation has been approved by the Director execution of the involuntary termination of residency shall be delayed until the hearing has occurred and a final order has been determined. The hearings officer shall give the parties not less than five (5) days written notice of the time and place of the hearing.
- 890-090-300 Procedures for Hearings Refer to 8.90.090 (E) through (I)
- 090-310 Any party has a right to be represented by an attorney.
- 090-320 The Director shall provide copies of relevant correspondence, reports and other information to the hearings officer.
- 090-330 A record shall be made of the entire proceeding by use of a tape recorder or court reporter. Except when a writ of review is filed with a court of appropriate jurisdiction, the record will not be transcribed. A copy of any tape recording will be made available to a party upon payment of the costs of making a copy of the tape. Transcribing the record made by a court reporter shall be at the expense of the party requesting the transcript, unless an appropriate affidavit of indigency is filed.
- 090-340 Evidence, including hearsay evidence, of a type commonly relied upon by reasonably prudent persons in the conduct of serious affairs shall be admissible in a hearing requested by an operator to appeal an administrative sanction or an order disapproving an involuntary termination of residency, or in a hearing requested by a resident or person acting on a resident's behalf to contest an involuntary termination of residency. There are four types of admissible evidence:
- (a) Knowledge of the agency. The Director or any authorized representatives may take "official notice" of conclusions developed in an investigation as a result of intensive experience of the agency in its specialized field of activity. This includes judgments based upon investigation findings, as well as notice of a technical and scientific nature. Such notice shall be so indicated in the proceedings.

- (b) Testimony of witnesses, including the parties, about the matter in dispute. Any witness testifying is subject to cross examinations by other parties and the hearings officer.
  - (c) Written or visual material. This material includes complaints, reports, notices, letters, other records, notes, maps, diagrams and other written or visual material. Such material may include signed written statements and videotaped interviews of parties or witnesses not present at the hearing.
  - (d) Experiments, demonstrations and similar means used to prove a fact.
- 090-350 Once a hearing is concluded, there shall be no continuance or reopening of the hearing to offer additional evidence unless any party can show that the additional evidence was not known to the party at the time of the hearing and that reasonable diligence would not have discovered the evidence prior to the conclusion of the hearing.
- 090-360 In reaching a decision, the hearings officer shall only consider evidence which has been admitted, and shall evaluate the weight of all such evidence in light of the presentations of the parties during the hearing.
- 090-370 After reviewing the evidence submitted at the hearing, the hearings officer may sustain, modify, or overrule the Director's imposition of an administrative sanction or an order disapproving an involuntary termination of residency, or may approve, conditionally approve, or disapprove an involuntary termination of residency. Nothing in this section shall prevent the hearings officer from remanding the matter to the Director following the conclusion of the hearing and prior to issuing an order, for the Director's review and recommendation in light of evidence presented. The final order of the hearings officer will be issued within 180 days of the hearing request.
- 090-380 In reaching a decision in a hearing to contest an involuntary termination of residency, or a hearing to appeal a Director's order disapproving an involuntary termination of residency, the hearings officer shall consider the potential effect on the resident of approving the termination of residency, including the possibility of transfer trauma. The hearings officer shall also consider the potential effect on the resident, other residents, the operator, employees and/or other members of the household of disapproving the involuntary termination of residency.
- 090-390 Factors to be considered in evaluating an involuntary termination of residency to determine whether such action should be approved, conditionally approved or disapproved shall be limited to the following:
- (a) Evidence of medical reasons for the action including behavior which substantially interferes with the orderly operation of the home;

- (b) Evidence concerning the safety or welfare of the resident, other residents, the operator, employees or other members of the household;
  - (c) Evidence of non-payment of monies agreed upon for room, board and/or care;
  - (d) Revocation, nonrenewal, or voluntary surrender of the home's license; and
  - (e) Evidence that the resident's care needs exceed the ability or classification of the operator.
- 090-395 The hearings officer shall not approve an involuntary termination of residency for medical or welfare reasons if the risk of physical or emotional trauma significantly outweighs the risk to the resident and/or other residents, the operator or other occupants of the home if no termination were to occur. The hearings officer shall not approve an involuntary termination of residency for any other reason if the termination presents a substantial risk of morbidity or mortality to the resident.
- 890-090-400 Review by the Board of County Commissioners Refer to MCC 8.90.090 (J) and (K)
- 090-410 Any party may file a written exception to the hearings officer's order with the Clerk of the Board of County Commissioners within 20 days from the date of the order.
- 090-420 A written exception shall set forth reasons for the exception and specific objections to the findings, conclusions, corrective actions, and/or sanctions contained in the order.
- 090-430 Upon receipt of a timely exception, the Clerk of the Board shall promptly cause a copy of the exception to be mailed to the parties; such parties shall have 20 days from receipt of the exception to file a written rebuttal to the exception.
- 090-440 If the Board remands a contested decision to the hearings officer, he or she shall review the written exceptions and rebuttal, and recommend a final order to the Board. If the matter is remanded, nothing in this section shall prevent the hearings officer from conducting a hearing or scheduling oral arguments, and nothing shall require such action before recommending a final order to the Board.
- 090-450 Nothing in this section shall require the Board to conduct a hearing or schedule oral arguments if a written exception to the hearings officer's order is filed.
- 890-100-100 Inspections and Interviews Refer to MCC 8.90.100 (A)
- 100-110 The purpose of inspections is to evaluate the physical environment of an Adult Care Home in order to ascertain the safe, sanitary and habitable condition thereof.

- 100-120 The purpose of interviews is to evaluate the physical and mental condition of residents and the social environment of the home, including staff qualifications and training and care provided, in order to ascertain the appropriateness and adequacy thereof.
- 100-130 A further purpose of both inspections and interviews is to review records concerning practices in the home and concerning residents, including care plans and account records, in order to ascertain the appropriateness, completeness and accuracy thereof.
- 100-140 The Department shall conduct an inspection of an Adult Care Home, and/or shall conduct interviews with the operator, resident manager, other caregivers and household members, residents, and other persons on the premises, and/or shall review records:
- (a) Prior to issuance of a license;
  - (b) Prior to annual renewal of a license;
  - (c) Prior to issuance of a new license for a change of address or a change of operator, or prior to issuance of an amended license for a change of resident manager or reclassification of a licensed home;
  - (d) If the Department has received a complaint alleging, or has probable cause to believe, that there is imminent danger to any resident, there is abandonment, abuse, neglect, or exploitation of any resident, or there is a home operating without a license and
  - (e) If the Department receives a request from a resident or a person acting in a resident's behalf for a hearing to contest a notice from a operator of an involuntary termination of residency.
- 100-150 The Department may conduct an inspection of an Adult Care Home , and may conduct interviews with the operator, resident manager, other caregivers, other household members, residents or other persons on the premises, and may conduct reviews of records:
- (a) Upon receipt of an oral or written complaint about the home;
  - (b) To determine if violations have been abated, noted problems have been resolved, cited deficiencies have been corrected, and/or identified conditions have been met;
  - (c) For the purpose of routine monitoring of the resident's care; and
  - (d) Any other time the Director considers it necessary to determine if a home is in compliance with applicable laws, codes and rules.
- 100-160 The Director or any authorized representative shall respect the private possessions of residents, operators, resident managers, other caregivers, and other household members in conducting an inspection or interview.

- 890-100-200    Access for Investigations    Refer to MCC 8.90.100 (A) through (C)
- 100-210    Department staff shall have full access and authority to examine, among other things, facility and resident records and accounts, and the physical premises, including the buildings, grounds, equipment, and any vehicles.
- 100-220    Department staff shall have authority to interview the provider, resident manager, staff, and residents. Interviews shall be confidential and conducted privately.
- 100-230    State or local fire inspectors shall be permitted access to enter and inspect Adult Care Homes regarding fire safety upon request of the Department.
- 100-240    The Director or any authorized representative may conduct inspections and/or interviews at any time with or without advance notice to the operator or resident manager of the home. The Department shall not give advance notice of routine inspections, or of an inspection or interview if the Director or authorized representative believes that notice might obstruct or diminish the effectiveness of the investigation, the validity of findings, or the enforcement of these rules.
- 100-250    Operators shall authorize resident managers, caregivers, and other household members to permit entrance by the Director or any authorized representative at any time for the stated purpose of conducting an inspection, privately interviewing residents, caregivers or other household members, and/or reviewing records.
- 100-260    If the operator, resident manager, other caregiver or household member denies the Director or any authorized representative access to the home, to private interviews or to records, the operator shall be notified of the requirements of MCC 8.90.100.
- 100-270    If the Director or any authorized representative is again denied access, the Department shall impose administrative sanctions and/or seek a search warrant under authority of MCC 8.90.100 (C).
- 100-280    If access to an Adult Care Home is denied to the Director or any authorized representative investigating a complaint involving allegations of abandonment, abuse, neglect or exploitation of a resident, the Director may notify a law enforcement agency and request assistance in gaining immediate access to the resident.
- 890-100-300    Reports of Observations    Refer to MCC 8.90.100 (D)
- 100-310    Reports of inspections and interviews shall be prepared by Department representatives using specified forms, on the basis of observations and notes of the inspector or interviewer.



- 100-320 In conducting and recording an inspection or interview, the Director or any authorized representative may photograph the premises of the home or any resident who is a subject of the investigation, or may tape record the statements of any resident. These reports shall not be subject to public access.
- 100-330 The Director shall promptly notify a law enforcement agency if, as a result of a licensure, complaint or other investigation of an Adult Care Home, the Director has evidence or reason to believe that a crime has been committed, including theft, fraud, assault, sex crimes, criminal mistreatment, intimidation, menacing, harassment, or recklessly endangering another person.
- 100-340 All inspection and interview reports, unless classified as confidential, shall be made available to the public upon appointment at the Department's Adult Housing Program. Photocopies may be made at a reasonable cost during Department business hours.
- 890-110-100 Complaints Refer to MCC 8.90.110 (A) through (C)
- 110-110 A complaint against an Adult Care Home may be filed either verbally or in writing. The Department will furnish each Adult Care Home with a complaint notice which must be posted in a conspicuous place and which states the telephone number of the Department and the Ombudsman and the procedures for making complaints.
- 110-115 Complaint Investigations
- (a) The Department will investigate and act on complaints according to the following guidelines. Complaints alleging injury, abuse or neglect will be given priority. All investigations will be completed within 60 days, unless there is a concurrent criminal investigation that requires additional time.
- (b) For complaints alleging injury, abuse or neglect of a resident and imminent danger to the health or safety of a resident, or death or hospitalization of a resident,
- (A) The investigation will begin within two hours of receiving the complaint, and
- (B) The investigation report will be completed within 30 days of receiving the complaint.
- (c) For complaints alleging any circumstance that could result in injury, abuse or neglect of a resident and a resident's health or safety could be in imminent danger,
- (A) The investigation will begin within one working day of receiving the complaint, and
- (B) The investigation report will be completed within 45 days of receiving the complaint.

- (d) For all other complaints.
  - (A) The investigation will begin within 5 working days of receipt, and
  - (B) The investigation report will be completed within 60 days of receipt.
- (e) The department shall take no longer than 60 days from the completion of the investigation report to take appropriate corrective action in the case of any complaint that the investigator determines to be substantiated.
- (f) As provided for in these rules, (890-080-120.(g)), the Director shall take immediate appropriate administrative or corrective action to protect residents' health, safety or welfare regardless of whether or not the investigation report has been completed, whenever the Director finds that injury, abuse or neglect is placing or could place a resident's health, safety or welfare in imminent danger.
- (g) The Department will mail a copy of the investigation report to the following people within 7 days of the completion of the investigation report.
  - (A) The complainant (unless the complaint was anonymous):
  - (B) The resident(s) involved, and any persons designated by the resident(s) to receive information;
  - (C) The operator; and
  - (D) The Long Term Care Ombudsman.

The report shall protect as confidential the identity of the resident, the complainant, and any witnesses. It shall be accompanied by a notice informing the recipient of the right to submit additional information about the subject(s) of the complaint to the Department. The complainant, the investigation report and any responses will become part of the public file.

[110-120 Upon report of alleged abandonment, abuse, neglect, or exploitation of an Adult Care Home resident, the Director shall immediately cause an investigation to commence if, on the basis of the complaint, the resident is judged to be in imminent danger. If the resident is not judged to be in imminent danger, the Director shall cause an investigation to be commenced by the end of the next working day.]

110-[130] Complaint forms shall be filed in the public file upon receipt.  
120 These forms shall treat the names of witnesses as confidential. Information regarding the investigation of a complaint shall be treated as confidential and shall not be filed in the public file until the investigation has been completed. The operator shall be notified of the results of the investigation and any proposed action or sanction.

110-[140] In the investigation of a complaint, the investigator shall:  
130

- (a) Make personal inspection of all physical circumstances relevant to the complaint which can be subject to objective observation; and
- (b) Interview or attempt to interview all available witnesses, identified by the complainant or other persons, who may have personal knowledge of the facts related to the complaint, including but not limited to residents, the operator and other occupants of the home.

110-[150] Reports of complaint investigations shall state whether each  
140 allegation was substantiated (i.e. proven to be true) or unsubstantiated (i.e. proven to be false), or that the investigator was unable to determine whether the allegation was substantiated or not. Such reports shall be based on personal observations, a review of documents and records, and/or statements of witnesses.

[110-160] Reports of complaint investigations shall recommend corrective actions for the operator and actions, including administrative sanctions, to be taken by the Department to ensure compliance.]

110-[170] The Director may classify certain files, information, or  
150 specific details as confidential, in accordance with the provisions for the reporting of elder abuse contained in ORS 410.610-410.690, or if release of the file to the public would, in the Director's judgement, prove injurious to a resident or to the public. In such circumstances only the general nature of a complaint and its resolution shall be noted in the public file.

110-[180] Files or information classified as confidential shall have  
160 documentation of reasons for the classification attached.

110-[190] Any person shall have the right, upon appointment with the  
170 Department's Adult Housing Program, to inspect public complaint files and to [make] have photocopies made at reasonable cost.

890-110-200 Retaliation Against Complainants Refer to MCC 8.90.110 (D) and (E)

110-210 No owner, operator, resident manager, caregiver, other employee or other occupant of an Adult Care Home shall retaliate or discriminate against an employee, A resident, a resident's family, or other person: who has filed a complaint with the Director; or who has been a witness to an incident resulting in a complaint; or who has been interviewed by the Director or any authorized representative as part of a complaint investigation; or who has testified or otherwise participated in any action taken under these rules against an Adult Care Home.

- 110-220 Retaliation includes any disciplinary or dismissal action against an employee; harassment; restriction of otherwise lawful access to the facility or to any resident thereof; an increase in rates, decrease in services, rights, or privileges; a threat to increase rates and/or decrease services, rights or privileges; action or threat to take action compelling or coercing the resident to leave the home; abuse or threat to abuse or harass a resident or employee, or other adverse action.
- 110-230 The complainant shall have immunity from any civil or criminal liability with respect to the making or context of a complaint made in good faith.
- 890-130-100 Civil Penalties Refer to MCC 8.90.130 (A)
- 130-110 Fines of up to \$250 per day until the violation is abated may be levied as a penalty for continuing violations, according to a schedule determined by the Director in consideration of the nature and seriousness of the violation.
- 130-120 Fines of up to \$1,000 may be levied as a penalty for noncontinuing violations, according to a schedule determined by the Director in consideration of the nature and seriousness of the violation.
- 130-125 A fine not to exceed \$500 shall be imposed on the operator for falsifying resident or facility records or causing another to do so.
- 130-130 In determining the amount of a specific penalty for a violation, the Director shall consider the following factors:
- (a) The immediacy and extent to which the violation threatens the life, health, safety and/or welfare of a resident or residents;
  - (b) The seriousness, frequency and duration of the violation, and the willful intent of the perpetrator; and
  - (c) Any prior violations of laws, codes or rules pertaining to Adult Care Homes.
- 130-140 Failure to pay a fine by the date required by the Director following abatement of the violation, or failure to make payment arrangements satisfactory to the Director, shall result in automatic increases in the fine of up to \$250 per day, according to a schedule determined by the Director, until the fine is paid in full or until a payment schedule is approved and complied with; except that the total fine for each violation shall not exceed \$1,000.
- 130-150 In issuing a notice of administrative sanction which involves a fine for a continuing or noncontinuing violation, the Director shall indicate in addition to the elements listed in MCAR 890-080-240: the fine schedule or amount; the date or time period following receipt of the notice and/or abatement of the violation by which the fine must be paid; additional penalties for failure to pay the fine or to make satisfactory payment

arrangements by the date due; and notice that a continuing violation or failure to pay the total civil penalty due will subject the owner or operator to an action for injunctive relief[.], and/or collection under Oregon Revised Statutes Chapter 183.

130-160 A civil penalty imposed under authority of MCC 8.90.130 may be remitted or reduced upon such terms and conditions as the Director considers proper and consistent with the public health and safety.

130-170 Checks or money orders for fines shall be made payable to the Multnomah County Department of Human Services.

890-150-100 Intergovernmental Agreements

150-110 The County may enter into agreements with municipal corporations in the County permitting enforcement of these rules within the boundaries of those municipal corporations.

150-120 The County may enter into such agreements with the State as are necessary to permit administration and enforcement of these rules within Multnomah County in lieu of State laws and rules.

Certified as a true copy:

By Ardys Craghead, Acting Executive Director

Date \_\_\_\_\_

Reviewed:

By H. H. Lazenby, Assistant County Counsel

Date \_\_\_\_\_

## APPENDIX A

### STANDARDS FOR REGISTERED NURSE TEACHING AND DELEGATION TO UNLICENSED PERSONS

851-45-011

- (1) Purpose of standards for teaching and delegation to unlicensed persons.
  - (a) To provide guidelines for the registered nurse who is in a position of teaching and delegating nursing tasks to unlicensed persons.
  - (b) To establish safeguards for such teaching and delegations.
  - (c) To define for other state agencies and private individuals how such teaching and delegation shall occur.
- (2) Delegation of various tasks relating to administration of noninjectable medication in specific facilities.
  - (a) The registered nurse may delegate the administration of noninjectable medication, including controlled substances, to unlicensed persons even if they are not certified under the Board's curriculum standards for administration of noninjectable medications (OAR 851-20-123) in the following specific facilities:
    - (A) Local correctional facilities, lockups, and juvenile detention facilities defined by ORS 169.005;
    - (B) Juvenile training schools defined by ORS 420.005;
    - (C) Facilities operated by a public agency for detoxification of persons who use alcohol excessively;
    - (D) Homes or facilities licensed for adult foster care under ORS 443.705 to 443.825;
    - (E) Residential care, training or treatment facilities licensed under ORS 443.400 to 443.455.
  - (b) Delegation shall occur under the following conditions:
    - (A) The registered nurse shall supply procedural guidance and initial direction for the various tasks of administration of noninjectable medications.
    - (B) The registered nurse shall periodically inspect and evaluate the administration of medications by unlicensed persons.
  - (c) Definitions of terms used in this section:
    - (A) "Procedural Guidance" means a written plan for the administration of noninjectable medications.
    - (B) "Initial Direction" means explicit instructions regarding medication, dose, time, route, and method of administration, documentation, and patient observation.
    - (C) "Periodic Inspection and Evaluation" means the registered nurse shall, at regular intervals, assess and evaluate

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the condition of the client, review the procedures and directions established in the facility for the administration of noninjectable medications by unlicensed persons. The interval shall be determined by the registered nurse based on the condition of the client and the type and amount of medication administered.

- (D) "Various Tasks for the Administration of Medication" means removal of an individual dose from a previously dispensed, properly labeled container (including a unit dose container); verifying it with the physician's order; giving the individual dose to the proper client at the proper time by the proper route and promptly recording the time and dose given.
- (d) The responsibility and accountability to determine the appropriateness of the delegation of various tasks related to the administration of noninjectable medication shall remain with the registered nurse.
- (3) Delegation and teaching of nursing care tasks to unlicensed persons.
  - (a) The registered nurse may delegate tasks of nursing care, including administration of subcutaneous injectable medications, to an unlicensed person even if the unlicensed person has not been certified under the Board's standards for curricula for nursing assistants (OAR 851-20-113 and OAR 851-20-123) under the following conditions:
    - (A) The setting where the task of nursing care is to be performed is one where law or administrative rules which license the setting do not require the regularly scheduled presence of a licensed nurse.
    - (B) The registered nurse considers the nature of the nursing care task to be provided, its complexity, and risks involved, and the necessary skill needed.
    - (C) The registered nurse assesses the client's condition and determines there is not a significant risk to the client if the unlicensed person performs the task in the absence of direct registered nurse supervision.
    - (D) The registered nurse determines how frequently the client's condition shall be reassessed to determine the appropriateness of the continued delegation of the task to an unlicensed person.
    - (E) If there is some risk involved to the client, the registered nurse determines that the unlicensed person is prepared to effectively deal with the consequences.
    - (F) The registered nurse assesses the ability of the



## APPENDIX A

- unlicensed person to perform the nursing task.
- (G) The registered nurse determines the frequency of supervision of the unlicensed person.
  - (H) The registered nurse documents the process for deciding that this task can be safely delegated for this client and to this unlicensed person.
  - (I) Prior to delegating the task, the registered nurse shall do the following:
    - (i) Teach the unlicensed person the task;
    - (ii) Observe the unlicensed person performing the task to assure the unlicensed person does the task safely and accurately;
    - (iii) Leave instructions for performance of the task for the unlicensed person to use as a reference;
    - (iv) Instruct the unlicensed person that the task being taught and delegated is specific to this client only and is not transferable to other clients or taught to other care providers;
    - (v) Document how the task was taught, the teaching outcome, the content and type of instructions left for the unlicensed person, evidence that the unlicensed person understands any risks involved in performing the task and has a plan how to deal with the consequences, evidence that the unlicensed person was instructed that the task is client-specific and not transferable to other clients or providers, how frequently the client should be reassessed by a registered nurse regarding continued delegation of the task to the unlicensed person, and how frequently the unlicensed person should be supervised.
  - (b) The responsibility and accountability for teaching and delegation of specific tasks of nursing care to unlicensed persons remains with the registered nurse.

# APPENDIX B

## Delegated Tasks of Nursing Care

These are guidelines to help understand routine and complex tasks, but are not intended to supersede the judgement of the nurse in determining whether a task is routine or complex.

ROUTINE TASKS	COMPLEX TASKS
<b>MOBILITY:</b> Maintenance cast or brace care Maintenance traction care Range of motion exercises, (passive/ someone other than the patient and supervised by a professional)	Nonweight/partial weight bearing which is supervised on a frequent basis by a nurse or therapist. Traction care requiring 24-hour observation/assessment. Unstable fracture care/new cast.
<b>FEEDING:</b> Maintenance feedings per stomach tube (gastrostomy or jejunostomy)	Nasogastric tube feedings (through nose into stomach) Nasogastric tube insertions Aspiration of stomach contents prior to feedings/medication Hickman catheter feeding (catheter in vein near neck)
<b>BLADDER CONTROL:</b> Monitoring urinary output to evaluate fluid balance Maintenance/Routine catheter care Maintenance bladder irrigations Intermittent catheterizations	Bladder training prior to catheter removal only when based on documented training plan Insertion of catheter due to history of difficult insertions Instillation of medication per catheter
<b>BOWEL CONTROL:</b> Maintenance enemas/suppositories Impaction removal Maintenance of ileostomy or colostomy	Post-operative observation and care of new colostomy or ileostomy
<b>SKIN AND NAILS:</b> Care of noninfected lesions and/or wounds Nail care for individuals with diabetes circulatory problem	Care of nonhealing and/or deep wounds requiring irrigation and debridement Isolation and/or wound precautions for infected wound
<b>BEHAVIOR:</b> Maintenance care related to soft restraints when used for behavior * Behavior management program when based on documented plan	Professional judgment for unstable behavior problems.
<b>OXYGEN/VENTILATOR:</b> Maintenance administration by use of prongs, mask, etc. Administration in conjunction with inhalation therapy	
<b>TRACHEOSTOMY/SUCTIONING:</b> Clean care of stoma, including maintenance dressings Oral suctioning	Suctioning, tracheal or nasopharyngeal Sterile care of tracheostomy stoma Tracheostomy cuff inflation
<b>MEDICATION PROCEDURES:</b> Administration of stabilized, maintenance medication(s) Insulin injections-Maintenance dosage for stable diabetic Finger stick or other blood sugar test, clinitest, etc.	Administration of medication(s) requiring skilled observation and/or judgment for necessity, dosage and/or effect ** Insulin injections required dosage adjustments for unstable diabetic Drops/Ointment-Prescription preparation(s) which are instilled or applied as part of immediate post-operative regime

\* Restraints always require nursing delegation.

\*\* Psychotropic and narcotic medication need nursing delegation, as do prn medications other than aspirin, etc.

## APPENDIX C

### ACTIVITIES OF DAILY LIVING (ADL) AND CLASSIFICATION OF ADULT CARE HOMES

#### Introduction

The revised Adult Care Rules will require that all Adult Care Homes (except Room and Board Homes) be classified by Levels. Depending on the classification, operators will be able to accept residents who need assistance or who are dependent in different ADLs. This will require some understanding of Activities of Daily Living.

#### Definitions

- (1) "Activities of Daily Living" (ADL) means those personal functional activities required by an individual for continued well-being, i.e., Eating/Nutrition, Dressing, Personal Hygiene, Mobility, Bowel and Bladder Control, and Behavior. Each client will be evaluated as either activity dependent or activity assistance or activity independent for each ADL.
  - (a) Eating/Nutrition (When used in connection with this ADL)
    - (A) Activity dependent client means a person needs to be fed virtually all foods and fluids.
    - (B) Activity assistance client means a person can maintain an adequate food and fluid intake according to their dietary needs only with minimal or substantial assistance.
    - (C) Activity independent client means a person eats without assistance and can maintain an adequate food and fluid intake according to their dietary needs with or without mechanical aids.
  - (b) Dressing (When used in connection with this ADL)
    - (A) Activity dependent client means the person is substantially unable or unwilling to assist in getting dressed and undressed or in staying dressed.
    - (B) Activity assistance client means the person needs minimal or substantial assistance in selecting appropriate clothing, tying shoes, fastening buttons, etc.
    - (C) Activity independent client means the person is able to dress, select clean and appropriate clothes, tie shoes, fasten buttons, etc.
  - (c) Personal Hygiene (Daily bathing, shaving, oral care, and grooming hair) (When used in connection with this ADL)
    - (A) Activity dependent client means the person is unable to do any activity associated with personal hygiene.
    - (B) Activity assistance client means the person needs minimal or substantial assistance with activities associated with personal hygiene and is able to partially bathe self.

- (C) Activity independent client means the person does personal hygiene activities without assistance, with mechanical aids if needed.
- (d) Mobility (When used in connection with this ADL)
- (A) Activity dependent client means the person is unable to get from one place to another without assistance. The person is able to walk only to a chair with help or may spend most of the time in a wheelchair.
- (B) Activity assistance client means the person controls and moves extremities but needs minimal or substantial assistance changing position or sitting in a wheelchair. The person may be able to walk or transfer with the help of another, including going to bathroom or commode.
- (C) Activity independent client means the person controls movement at will, may need devices to lift, turn, pull, balance, and sit up. The person can also rise from bed and can get from one place to another without help from another person.
- (e) Bowel and Bladder Control (The ability to get to or from bathroom or commode relates to mobility, rather than bowel and bladder control) (When used in connection with this ADL)
- (A) Activity dependent client means a person does not demonstrate bowel and/or bladder control, and cannot manage own cleanliness or external care of a catheter or appliance.
- (B) Activity assistance client means a person has occasional loss of bowel and/or bladder control and cannot manage own clean-up or external care of a catheter or appliance and requires minimal or substantial assistance.
- (C) Activity independent client means a person is continent or, if incontinent, can manage personal clean-up, or can manage external care of catheter or appliances.
- (f) Behavior (Behavior is the response to the environment and is not included in any of the other activities of daily living.) (When used in connection with this ADL)
- (A) Activity dependent client means a person cannot interact with persons or the physical environment without at least daily behavior monitoring to intervene or prevent extreme behavior.
- (B) Activity assistance client means a person who does not always interact appropriately with other persons and may be withdrawn, afraid, or insecure and require minimal or substantial assistance from others.
- (C) Activity independent client means a person interacts with persons and physical environment without the need for behavior monitoring by others.

## APPENDIX D

### ORIENTATION TRAINING FOR SUBSTITUTE CAREGIVERS

#### INTRODUCTION:

It shall be the responsibility of the Operator of the Adult Care Home to provide orientation training to every Substitute Caregiver employed by the operator before they provide care in Adult Care Home. No Substitute Caregiver will be exempt from this training. Such training must include at least the following:

- ☐ Knowledge of fire safety for this home including location of fire extinguisher and evacuation procedures.
- ☐ Location of all residents records.
- ☐ Location of phone numbers of residents' physicians, relatives, case workers and other persons who would need to be contacted in a medical or other type of emergency.
- ☐ Phone number of where the operator can be reached.
- ☐ Location of medications and the key for the locked medication cabinet.
- ☐ Introduction to all residents and instructions for caring for the residents in this home.
- ☐ Other instructions necessary to provide for the safety and care of these residents.

#### STATEMENT OF OPERATOR:

I have provided training covering the above items and other items necessary to provide for the safety and care of the residents in the Adult Care Home Licensed in my name.

\_\_\_\_\_  
(Signature of Operator)

\_\_\_\_\_  
(Date)

#### STATEMENT OF SUBSTITUTE CAREGIVER:

I have received the training described above.

\_\_\_\_\_  
(Signature of Substitute Caregiver)

\_\_\_\_\_  
(Date)

Please check each item after you provide the training. This signed statement must be kept on file for each substitute caregiver.

ADDENDA

1. 890-080-120,(1); page 81

A new paragraph (1) is added on page 81 following (k) and its subsections as follows:

- (1) (A) The Department may deny, suspend, revoke, or refuse to renew an adult care home license or take other appropriate administrative action if the applicant or provider is associated with a person whose license for an adult care home was denied, suspended, revoked or refused to be renewed due to abuse or neglect of the residents, or for having created a threat to the health, safety or welfare of the residents, or for failing to possess the necessary physical health, mental health or good personal character required by these rules, unless the applicant or provider can demonstrate to the Department by clear and convincing evidence that the person does not pose a threat to the residents.
- (B) For purposes of this subsection, an applicant or provider is "associated with" a person described in 890-080-120,(1) (a) above if the applicant or provider:
- (1) Resides with the person;
  - (2) Employs the person in the adult care home or allows the person to provide care in the home;
  - (3) Receives financial backing from the person for the benefit of the adult care home;
  - (4) Receives assistance from the person for the benefit of the adult care home; or
  - (5) Allows the person to have access to the adult care home.

2. 890-090-100 and 200; pages 84-85

In all cases where a hearing is requested, the time given to file for a hearing is extended from the current ten (10) days to twenty (20) days.

3. 890-110-115, (h); page 92

- (h) Failure of the Department to meet the guideline timeframes listed in this section shall not operate to waive the Department's authority to take further investigative action or to take appropriate administrative and/or civil action as a result of a complaint or the completed investigation of a complaint.

(May 11, 1992)

DATE SUBMITTED: May 14, 1992

(For Clerk's Use)  
Meeting Date MAY 26 1992  
Agenda No. C-1

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT Sheriff's Office DIVISION \_\_\_\_\_

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Attached is the Package Store/add partner liquor license renewal for the 7-Eleven store at 1705 SE 122nd. The applicant(s) Paul Paxson and Paul E. Rogers have no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

(☐) INFORMATION ONLY (☐) PRELIMINARY APPROVAL (☐) POLICY DIRECTION (☒) APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT:

PERSONNEL

(☐) FISCAL/BUDGETARY

(☐) GENERAL FUND

Other \_\_\_\_\_

5/26/92 original to Sgt Kathy Ferrell

BOARD OF  
COUNTY COMMISSIONERS  
1992 MAY 15 PM 2:02  
MULTNOMAH COUNTY  
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: K. Ferrell

BUDGET / PERSONNEL \_\_\_\_\_ / \_\_\_\_\_

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) \_\_\_\_\_

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, Etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

KF/jlz/806-AINT

ccx ok

APPLICATION

STATE OF OREGON  
OREGON LIQUOR CONTROL COMMISSION

Return To:

GENERAL INFORMATION

A non-refundable processing fee is assessed when you submit this completed form to the Commission (except for Druggist and Health Care Facility Licenses). The filing of this application does not commit the Commission to the granting of the license for which you are applying nor does it permit you to operate the business named below.

(THIS SPACE IS FOR OLCC OFFICE USE)	(THIS SPACE IS FOR CITY OR COUNTY USE)
Application is being made for: <input type="checkbox"/> DISPENSER, CLASS A <input type="checkbox"/> DISPENSER, CLASS B <input type="checkbox"/> DISPENSER, CLASS C <input checked="" type="checkbox"/> PACKAGE STORE <input type="checkbox"/> RESTAURANT <input type="checkbox"/> RETAIL MALT BEVERAGE <input type="checkbox"/> SEASONAL DISPENSER <input type="checkbox"/> WHOLESALE MALT BEVERAGE & WINE <input type="checkbox"/> WINERY OTHER: <u>4131 1250 processing</u> <div style="text-align: center;">MAY 6 1992 OREGON LIQUOR CONTROL COMMISSION REGULATORY DIVISION</div>	NOTICE TO CITIES AND COUNTIES: Do not consider this application unless it has been stamped and signed at the left by an OLCC representative.  THE CITY COUNCIL, COUNTY COMMISSION, OR COUNTY COURT OF <u>MULTNOMAH COUNTY COMMISSIONERS</u> (Name of City or County) RECOMMENDS THAT THIS LICENSE BE: GRANTED <u>X</u> DENIED _____ DATE <u>MAY 26, 1992</u> BY <u>Gladys McCoy</u> (Signature) TITLE <u>GLADYS MCCOY, MULTNOMAH COUNTY CHAIR</u>

CAUTION: If your operation of this business depends on your receiving a liquor license, OLCC cautions you not to purchase, remodel, or start construction until your license is granted.

1. Name of Corporation, Partnership, or Individual Applicants:  
1) Paul M. Paxson (DBA) 2) SOUTHLAND CORPORATION  
3) 7-Eleven 16710 4) DOB/082740  
5) \_\_\_\_\_ 6) \_\_\_\_\_  
(EACH PERSON LISTED ABOVE MUST FILE AN INDIVIDUAL HISTORY AND A FINANCIAL STATEMENT)

2. Present Trade Name 7-Eleven

3. New Trade Name \_\_\_\_\_ Year filed \_\_\_\_\_ with Corporation Commissioner

4. Premises address 1705 SE 122nd Port. MULT. OR 97233  
(Number, Street, Rural Route) (City) (County) (State) (Zip)

5. Business mailing address 6601 N.E. 78th Ct. Suite A-2 Port. OR 97218  
(P.O. Box, Number, Street, Rural Route) (City) (State) (Zip)

6. Was premises previously licensed by OLCC? Yes ☒ No \_\_\_\_\_ Year 91-92

7. If yes, to whom: Southland Corp Type of license: Package Store

8. Will you have a manager: Yes ☒ No \_\_\_\_\_ Name Julie Vossien  
(Manager must fill out Individual History)

9. Will anyone else not signing this application share in the ownership or receive a percentage of profits or bonus from the business? Yes ☒ No \_\_\_\_\_

10. What is the local governing body where your premises is located? Multnomah  
(Name of City or County)

11. OLCC representative making investigation may contact: Paul Paxson  
(Name)  
4507 N.E. 60th (store) 284-1443 (Pres)  
(Address) (Tel. No. — home, business, message)

CAUTION: The Administrator of the Oregon Liquor Control Commission must be notified if you are contacted by anybody offering to influence the Commission on your behalf.

Applicant(s) Signature  
(In case of corporation, duly  
authorized officer thereof)

- DATE 4/30/92
- 1) Paul Paxson  
2) Paul E. Rogers  
3) \_\_\_\_\_  
4) \_\_\_\_\_  
5) \_\_\_\_\_  
6) \_\_\_\_\_



800682 1

Meeting Date: MAY 26 1992

Agenda No.: C-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

ORIGINAL

SUBJECT: Oregon Public Utility Comm.

AGENDA REVIEW/  
BOARD BRIEFING

(date)

REGULAR MEETING

May 14, 1992

(date)

DEPARTMENT Sheriff's Office

DIVISION Law Enforcement

CONTACT Larry Aab, Executive Assistant

TELEPHONE 251-2489

PERSON(S) MAKING PRESENTATION

Bob Skipper, Sheriff

ACTION REQUESTED:

☐

INFORMATIONAL ONLY

☐

POLICY DIRECTION

☐

APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: \_\_\_\_\_

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Increase revenue for Sheriff's Office Motor Carrier Safety Unit to enforce Commercial Motor Vehicle Safety Rules and Regulations.

5/27/92 originals to Larry Aab

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Bob Skipper  
Sheriff *B.S.*

Or

DEPARTMENT MANAGER

R. J. Ommundsen

(All accompanying documents must have required signatures)

1992 MAY 18 PM 2:23  
MULTNOMAH COUNTY  
OREGON  
CLERK OF COUNTY COMMISSIONERS



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800682

Amendment # 1

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p> <p><b>ORIGINAL</b></p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><b>RATIFIED</b></p> <p><b>Multnomah County Board of Commissioners</b></p> <p>C-2 May 26, 1992</p>
--	---	--

RETURN TO: LARRY AAB 313/225

Contact Person Lt. Bunnell/Graham

Phone 255-3600

Date 04/20/92

Department Sheriff's Office

Division Law Enforcement

Bldg/Room 313/225

Description of Contract Increased revenue for Sheriff's Office Motor Carrier Safety Unit to enforce Commercial Motor Vehicle Safety Rules and Regulations.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

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

Contractor Name Oregon Public Utility Comm.

Mailing Address 420 Labor Ind. Bldg.

Salem, OR 97310

ATTN: Paul Henry

Phone \_\_\_\_\_

Employer ID # or SS # \_\_\_\_\_

Effective Date Oct. 1, 1991

Termination Date Sept. 30, 1992

Original Contract Amount \$ 65,590.00

Amount of Amendment \$ 26,325.00

Total Amount of Agreement \$ 91,915.00

## Payment Term

- ☐ Lump Sum \$ \_\_\_\_\_
- ☐ Monthly \$ \_\_\_\_\_
- ☐ Other \$ \_\_\_\_\_
- ☐ Requirements contract - Requisition required.
- Purchase Order No. \_\_\_\_\_
- ☐ Requirements Not to Exceed \$ \_\_\_\_\_

## REQUIRED SIGNATURES:

Department Manager [Signature]

Date \_\_\_\_\_

Purchasing Director [Signature]

Date 5/7/92

County Counsel [Signature]

Date 5-18-92

County Chair/Sheriff [Signature]

Date 5/26/92

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	2000 REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT		INC/ DEC IND
01.	100	025	3315			2009						
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

800682 1

OREGON PUBLIC UTILITY COMMISSION  
AND  
MULTNOMAH COUNTY, SHERIFF'S OFFICE

ORIGINAL

MOTOR CARRIER SAFETY ASSISTANCE PROGRAM  
MEMORANDUM OF AGREEMENT ADDENDUM  
FISCAL YEAR 1992 - PHASE II

Background:

For fiscal year 1992, Phase II, Oregon has been awarded an additional amount of \$375,478 for its commercial vehicle safety program. Oregon's total formula allocation for fiscal year 1992 is \$960,054. The grant period for fiscal year 1992 is October 1, 1991 to September 30, 1992.

Reimbursement Compensation:

Phase II inspection commitment will be reimbursed at an increased rate of \$39.00 for each Level I inspection conducted. This agreement addendum covers a reimbursement amount for commercial vehicle inspections by the Multnomah County, Sheriff's Office, in the amount of \$26,325 for an additional 675 inspections, including 40 inspections of vehicles transporting hazardous materials. Phase I and II agreements cover a total reimbursement of \$91,915 for 2,700 inspections.

The following inspection schedule is provided as a guide for completion of the additional 675 inspections authorized in this addendum:

<u>FY 92 MONTH</u>	<u>MCSAP GOAL</u>
OCT 91	64
NOV	54
DEC	54
JAN 92	61
FEB	65
MAR	64
APR	67
MAY	54
JUN	54
JUL	51
AUG*	47
SEP	40
<b>TOTAL</b>	<b>675</b>

\* Adjustment Month

The Multnomah County, Sheriff's Office, in Phase I and Phase II agrees to:

1. During FY 92, perform a minimum of 2,700 commercial vehicle safety inspections, including 162 hazardous material inspections. Subcontractors who have not achieved their year-to-date minimum inspection commitment preceding the adjustment period may lose a percentage of their allocated funds;

2. Maintain the base year level of expenditures for the motor carrier safety activities, exclusive of federal assistance, at least at the average annual level of its expenditures as reported to the PUC for the last two full fiscal years immediately prior to January 6, 1983. In addition to maintaining its average base year level expenditures of \$77,825, provide \$22,979 of its own funds during FY 92, Phase I and II, as its matching share to the federal assistance awarded; and

3. Report to the PUC within 15 days after the end of each month on PUC Form No. 457A all direct and indirect expenditures in performance of this agreement. The total amount of expenditures shown on all PUC Form 457A's submitted for FY 92, Phase I and II, will total at least \$192,719 (\$77,825 base year level expenditures plus \$114,894 MCSAP).

All provisions of FY 92, Phase I agreement, which are not in conflict with the provisions of this agreement, remain in full force and effect. This agreement begins on October 1, 1991, and expires on September 30, 1992, unless sooner terminated by mutual agreement. Either party desiring to terminate this agreement shall provide written notice to the other party not less than 60 days prior to the date of termination.

PUBLIC UTILITY COMMISSIONMULTNOMAH COUNTY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: David J. Astle

NAME: Robert Skipper

TITLE: Assistant Commissioner  
Transportation Program

TITLE: Sheriff

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

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

BY: \_\_\_\_\_

BY: Gladys McCoy

NAME: Louis A. McCanna

NAME: Gladys McCoy

TITLE: Director of  
Administration

TITLE: County Executive

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

DATE: 5/26/92

REVIEWED BY COUNTY COUNSEL:  
Laurence Kressel, Counsel of  
Multnomah County, Oregon

BY: Sandra Duffry  
Assistant County Counsel

**RATIFIED**

**Multnomah County Board  
of Commissioners**

C-2 May 26, 1992

Meeting Date: MAY 26 1992

Agenda Number: C-3

(Above for Clerk's Office Use Only)

### AGENDA PLACEMENT FORM

(For Non-Budgetary Items)

Subject: Ratification of Revision #6 of Oregon Health Division Grant

Board Briefing: \_\_\_\_\_ Regular Meeting: \_\_\_\_\_  
(date) (date)

Department: Health Division: \_\_\_\_\_

Contact: Tom Fronk Telephone: x4274

Person(s) Making Presentation: Tom Fronk

#### Action Requested

☐ Information Only ☐ Policy Direction ☒ Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

Check if you require official written notice of action taken: ☒

**BRIEF SUMMARY** (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Board ratification of Revision #6 of the Oregon Health Division grant award. The revision represents a \$73,423 increase in funds awarded to the County for various programs.

*5/27/92 originals to Herman Brane*

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1992 MAY 19 AM 10:52

#### Signatures

Elected Official \_\_\_\_\_

OR

Department Director Billy Osugaard

(All accompanying documents must have required signatures!)



# MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT  
426 S.W. STARK STREET, 8TH FLOOR  
PORTLAND, OREGON 97204-2394  
(503) 248-3674  
FAX (503) 248-3676  
TDD (503) 248-3816

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Gladys McCoy  
Multnomah County Chair

VIA: Bill Odgaard, Director  
Health Department

FROM: Tom Fronk, Business Services Manager  
Health Department

DATE: May 8, 1992

SUBJECT: Recommendation to Approve Revision #6 of State Health Division Grant  
to Multnomah County for FY 91-92

Retroactive: The changes included in Revision #6 of the State Health Division grant initiated by the state are effective upon the Board's ratification of the revision. However, the state requires that any changes to the grant be reflected for the entire grant period July 1, 1992 to and including June 30, 1993.

Recommendation: The Health Department recommends County approval and Board ratification of the attached Revision #6 to the State Health Division grant to Multnomah County for FY 91-92.

Analysis: This revision provides for revenue adjustments:

WIC	\$ 2,270 increase
HIV Counseling & Testing	25,000 increase
STD/VD	18,906 increase
HIV Care Consortia	<u>27,247</u> increase
	\$73,423 Total increase

This change was not anticipated in the adopted budget and a correcting BUD MOD will follow.

Background: The State Health Division grant is subject to revisions during the course of the year. Changes initiated by the state reflect changes in the projections of the level of federal funding received by the state. The increased revenue will offset budget expenses in the Health Department.

[2880k-m]



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102832

Amendment # 6

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$10,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <div style="text-align: center;"> <b>RATIFIED</b>          REVENUE  <b>Multnomah County Board of Commissioners</b>          C-3 May 26, 1992       </div>
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Contact Person Brame Phone X2670 Date \_\_\_\_\_

Department Health Division \_\_\_\_\_ Bldg/Room 160/2

Description of Contract FY 92 grant revision reflecting an increase in program funding.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

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

Contractor Name Oregon Health Division

Mailing Address 800 N.E. Oregon St. #21  
Portland, OR 97232

Phone 239-6380

Employer ID # or SS # N/A

Effective Date July 1, 1992

Termination Date June 30, 1993

Original Contract Amount \$ \_\_\_\_\_

Amount of Amendment \$ 73,423

Total Amount of Agreement \$ 4,565,921

## Payment Term

☐ Lump Sum \$ \_\_\_\_\_

☐ Monthly \$ \_\_\_\_\_

☐ Other \$ \_\_\_\_\_

☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_

## REQUIRED SIGNATURES:

Department Manager Belli Odegaard

Purchasing Director \_\_\_\_\_  
(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date \_\_\_\_\_

Date \_\_\_\_\_

Date 5-19-92

Date 5/26/92

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	015	0400						REV. 2383	\$73,423		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

OREGON HEALTH DIVISION  
Department of Human Resources  
NOTICE OF GRANT AWARD

<b>1) Grantee</b> Name: Multnomah Co. Community Health Street 426 S. W. Stark St.-7th Floor City: Portland State: OR Zip Code: 97204	<b>2) Issue Date</b> This Action <div style="text-align: right;">REVISION #6</div> 4/22/92 <hr/> <b>3) Award Period</b> From 07/01/91 Through 06/30/92
--	---

4) OSHD Funds Approved	Program Manager Approval	Previous Award	Increase/ (Decrease)	New Grant Award
State Support for Public Health		350,100	0	350,100
Family Planning		329,463	0	329,463 (d) (e)
Central Drug Purchasing		431,207	0	431,207 (f)
MCH		326,038 (a)	0	326,038 (a)
Prenatal		87,997 (a) (b)	0	87,997 (a) (b)
Babies First		65,372 (a) (c)	0	65,372 (a) (c)
WIC	BC	1,094,467	2,270	1,096,737
WATER		5,613	0	5,613
TB-Case Management		43,361	0	43,361
HIV Counseling & Testing	44	260,000	25,000	285,000
Aids Prevention/Education		53,864	0	53,864
STD/VD	AA	122,815	18,906	141,721

**5) Remarks:**

The amounts cited in item 4 of this award are provisional and are subject to adjustments when the FFY92 appropriation is enacted and Oregon receives its allocation. Any adjustment to these amounts will be reflected in subsequent grant awards.

(a) Combined MCH / Prenatal / Babies First is \$ 479,407		
(b) Prenatal must be at least \$86,671 including prenatal outreach of \$10,663	(f) ADMIN	75,349
(c) Babies First! must be at least \$ 65,372	DRUGS	335,858
(d) Includes community education/outreach of \$13,894 and new teen/high risk services of \$27,788	TOTAL	20,000
(e) Does not include Drug Account of \$57,577 Includes National Priority Project award of \$28,711		431,207

**6) Capital Outlay Requested in This Action**

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$1,000 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV.



OREGON HEALTH DIVISION

Grantee Assurances

The following is a list of the titles of assurances with which grantees must agree to comply if they accept state and federal funds administered by the Oregon Health Division. The detailed assurances are located under these titles in the Resource Manual for Grant Programs provided to each grantee. The Common Program Assurances and Fiscal Assurances are required for all programs; the Program-Specific Assurances are required for individual grant programs. Your signature on this document is evidence that you have read and agreed to comply with the required assurances.

**ASSURANCES**

Common Program Assurances

Fiscal Assurances

Program Specific Assurances

AIDS Prevention-Education  
AIDS Minority Outreach  
County Level Outreach for Gay/Bisexual Men  
Drinking Water Program  
Family Planning Program  
HIV Counseling, Testing, & Intervention  
HIV Family Seroprevalence Survey  
HIV Surveillance Activities in Multnomah County  
High Risk Infant Monitoring and Follow-up, "Babies First"  
Immigration  
Immunization  
Maternal and Child Health/Prenatal  
Refugee Health Program  
Rural Minority Prenatal Project  
SIDS Program  
STD Control Program  
STD Jackson County Assurances  
STD Multnomah County Assurances  
State Support for Public Health  
TB General Case Management and Epidemiology  
TB Outreach  
WIC Program

\*\*\*\*\*  
The undersigned agrees to comply with the above assurances which are in effect during the time of the grant period.

TO BE COMPLETED BY THE HEALTH DIVISION:  
Approved by:

\_\_\_\_\_  
Assistant Administrator,  
Health Services

\_\_\_\_\_  
Manager, Fiscal Services

\_\_\_\_\_  
Administrator, Health Division

Date \_\_\_\_\_

03/11/91

TO BE COMPLETED BY THE GRANTEE:  
Approved by:

\_\_\_\_\_  
Multnomah County  
Local Agency Name

By:

Gladys McCoy  
\_\_\_\_\_  
Authorized County or Agency Officer  
and Title Gladys McCoy, County Chair

Date 5/26/92

Reviewed:  
Laurence Kressler, County Counsel for Multnomah  
for Multnomah County, Oregon  
By: Laurence Kressler  
Date: 5-12-92

OREGON HEALTH DIVISION  
Department of Human Resources  
NOTICE OF GRANT AWARD

1) Grantee  Name: Multnomah Co. Community Health  Street 426 S. W. Stark St.-7th Floor  City: Portland  State: OR Zip Code: 97204	2) Issue Date  <div style="text-align: center;">4/22/92</div> <div style="text-align: right;">This Action REVISION #6</div> <hr/> 3) Award Period  From 07/01/91 Through 06/30/92
---	---

4) OSHD Funds Approved	Program Manager Approval	Previous Award	Increase/ (Decrease)	New Grant Award
AIDS - Minority Outreach		91,100	0	91,100
AIDS Outreach		90,000	0	90,000
AIDS Surveillance		47,355	0	47,355
Seroprevalance		89,415	0	89,415
TB Outreach		61,487	0	61,487
Refugee Screening		479,122	0	479,122
Refugee TB		38,571	0	38,571
HIV Intervention		27,555	0	27,555 (g)
Perinatal Substance Abuse		256,667	0	256,667
HIV Community Health Care		77,399	0	77,399 (h)
School Based Clinic		63,530	0	63,530 (i)
HIV Care Consortia	44	0	27,247	27,247
<b>TOTAL</b>		<b>4,492,498</b>	<b>73,423</b>	<b>4,565,921</b>

## 5) Remarks:

The amounts cited in item 4 of this award are provisional and are subject to adjustments when the FFY92 appropriation is enacted and Oregon receives its allocation. Any adjustment to these amounts will be reflected in subsequent grant awards.

(g) Budget Period: 7/1/91--12/31/91

(h) Budget Period: 7/1/91--~~2/28/92~~ 3/31/92 44

(i) Includes funding for two clinics

## 6) Capital Outlay Requested in This Action

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$1,000 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV.

OREGON HEALTH DIVISION

Grantee Assurances

The following is a list of the titles of assurances with which grantees must agree to comply if they accept state and federal funds administered by the Oregon Health Division. The detailed assurances are located under these titles in the Resource Manual for Grant Programs provided to each grantee. The Common Program Assurances and Fiscal Assurances are required for all programs; the Program-Specific Assurances are required for individual grant programs. Your signature on this document is evidence that you have read and agreed to comply with the required assurances.

**ASSURANCES**

Common Program Assurances

Fiscal Assurances

Program Specific Assurances

AIDS Prevention-Education  
AIDS Minority Outreach  
County Level Outreach for Gay/Bisexual Men  
Drinking Water Program  
Family Planning Program  
HIV Counseling, Testing, & Intervention  
HIV Family Seroprevalence Survey  
HIV Surveillance Activities in Multnomah County  
High Risk Infant Monitoring and Follow-up, "Babies First"  
Immigration  
Immunization  
Maternal and Child Health/Prenatal  
Refugee Health Program  
Rural Minority Prenatal Project  
SIDS Program  
STD Control Program  
STD Jackson County Assurances  
STD Multnomah County Assurances  
State Support for Public Health  
TB General Case Management and Epidemiology  
TB Outreach  
WIC Program

\*\*\*\*\*  
The undersigned agrees to comply with the above assurances which are in effect during the time of the grant period.

TO BE COMPLETED BY THE HEALTH DIVISION:  
Approved by:

\_\_\_\_\_  
Assistant Administrator,  
Health Services

\_\_\_\_\_  
Manager, Fiscal Services

\_\_\_\_\_  
Administrator, Health Division

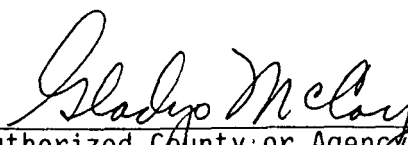
Date \_\_\_\_\_

03/11/91

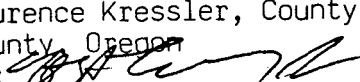
TO BE COMPLETED BY THE GRANTEE:  
Approved by:

\_\_\_\_\_  
Multnomah County  
Local Agency Name

By:

  
\_\_\_\_\_  
Authorized County or Agency Officer  
and Title Gladys McCoy, County Chair

Date 5/26/92

Reviewed:  
Laurence Kressler, County Counsel for Multnomah  
County, Oregon  
By:   
Date: 5/28/92

Meeting Date: MAY 26 1992

Agenda Number: C-4

(Above for Clerk's Office Use Only)

**AGENDA PLACEMENT FORM**

(For Non-Budgetary Items)

Subject: Ratification of Amendment #1 with Portland Public School District #1

Board Briefing: \_\_\_\_\_ Regular Meeting: \_\_\_\_\_  
(date) (date)

Department: Social Services Division: Social Services

Contact: Kathy Tinkle Telephone: 248-3691

Person(s) Making Presentation: Ardys Craghead/Gary Smith

**Action Requested**

☐ Information Only ☐ Policy Direction ☒ Approval

Estimated Time Needed on Board Agenda: 5 Minutes

Check if you require official written notice of action taken: \_\_\_\_\_

**BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):**

Ratification of Amendment #1 between the Multnomah County Social Services Division Alcohol and Drug Program Office and Portland Public School District #1 for the period April 1, 1992 through June 30, 1992. This action increases Prevention/Early Intervention by \$2,735 in State funds to provide alcohol and drug-free alternatives for students.

*5/27/92 Originals to Kathy Tinkle*

BOARD OF  
COUNTY COMMISSIONERS  
1992 MAY 19 AM 10:51  
MULTNOMAH COUNTY  
OREGON

**Signatures**

Elected Official \_\_\_\_\_

OR

Department Director *Ardys Craghead*

(All accompanying documents must have required signatures!)



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
SOCIAL AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691  
FAX (503) 248-3379

BOARD OF COUNTY COMMISSIONERS  
GLADYS MCCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## M E M O R A N D U M

TO: Gladys McCoy  
Multnomah County Chair

VIA: Ardys Craghead, Interim Director *Ardys*  
Department of Social Services

FROM: Gary Smith, *GS* Director  
Social Services Division

DATE: May 13, 1992

SUBJECT: Approval of Amendment #1 with Portland Public Schools

RETROACTIVE STATUS: This agreement is retroactive to April 1, 1992. The Amendment from the State Mental Health Division providing the funding for this amendment did not arrive in the Social Services Division until May 11, 1992 which prevented the processing of this agreement until that date.

RECOMMENDATION: Social Services Division recommends Chair and Board approval of Amendment #1 to an Intergovernmental Agreement (IGA) between the Alcohol and Drug Program Office and the Portland Public School District #1 for the period of April 1 through June 30, 1992.

ANALYSIS/BACKGROUND: Amendment #1 increases Prevention/Early Intervention services \$2,735 bringing the net contract total to \$92,735 for FY 91/92.

The "Oregon Together" Community Grant has awarded the funds to Portland Public Schools to provide alcohol and drug-free alternatives for students and leadership skills training. The funds will be used by Cleveland High School for a one time only student activity. The funds are available via the State Mental Health Grant Amendment #15 which was received by the Social Services Division on May 11, 1992.

This document is an Intergovernmental Agreement and therefore exempt from the RFP process.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103832Amendment # 1

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$10,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;"><b>RATIFIED</b>  <b>Multnomah County Board</b>  <b>of Commissioners</b></p> <p style="text-align: center;">C-4 May 26, 1992</p>
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Contact Person Kathy Tinkle Phone 248-3691 Date May 4, 1992Department Social Services Division Social Services Bldg/Room 160/6Description of Contract Amendment #1 increases Prevention/Early Intervention (AD70) \$2,735  
effective April 1 through June 30, 1992.RFP/BID # N/A IGA Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name PORTLAND PUBLIC SCHOOLS District #1Mailing Address 501 N. Dixon  
Portland, OR. 97232Phone 249-2000Employer ID # or SS # 93-6000830Effective Date April 1, 1992Termination Date June 30, 1992Original Contract Amount \$ 90,000Amount of Amendment \$ 2,735Total Amount of Agreement \$ 92,735**Payment Term**☐ Lump Sum \$ \_\_\_\_\_☐ Monthly \$ \_\_\_\_\_☒ Other \$ Itemized Billing☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_**REQUIRED SIGNATURES:**Department Manager [Signature]Date 5/13/92Purchasing Director  
(Class II Contracts Only) [Signature]

Date \_\_\_\_\_

County Counsel [Signature]Date 5-18-92County Chair/Sheriff [Signature]Date 5/26/92

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC	IND
01.	156	010	1445		AD70	6060		1470		2,735		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

MULTNOMAH COUNTY SOCIAL AND FAMILY SERVICES DIVISION  
SUBCONTRACT AGENCY AGREEMENT NUMBER: 103832  
AMENDMENT NUMBER: 1

Duration of Agreement: from April 1, 1992 to June 30, 1992  
CONTRACTOR Name: PORTLAND PUBLIC SCHOOLS DISTRICT #1 Telephone: 249-2000  
CONTRACTOR Address: 501 N. DIXON IRS #: 93-6000830  
PORTLAND, OREGON 97227 Title XIX #: NA

This amendment to the contract for social services is made between the Multnomah County Social Services Division referred to as the "COUNTY" and Portland Public Schools District #1, referred to as the "CONTRACTOR." It is understood by the parties that all conditions and agreements in the original contract not superseded in this amendment are still in force and apply to this amendment.

PART I. FINANCIAL SUMMARY

	<u>Service Element</u>	<u>Fund Source</u>	<u>Current Total Annual Maximum Payable</u>	<u>Increase (Decrease)</u>	<u>Revised Total Annual Maximum Payable</u>	<u>Method and Basis of Payment</u>
1)	Prevention/Early Intervention (A-D 70)	State	90,000	0	90,000	Monthly Allotment Adjusted to Actual Expenditures
2)	Prevention/Early Intervention (A-D 70)	State	0	+2,735	2,735	Reimbursement of Itemized Billing for Actual Expenditures
	CONTRACT TOTAL		<u>90,000</u>	<u>2,735</u>	<u>92,735</u>	

PORTLAND PUBLIC SCHOOLS DISTRICT #1  
Amendment #1

PART II NOTES AND SPECIAL CONDITIONS

NOTES:

- 2) This amendment adds \$2,735 in Prevention/Early Intervention (A-D 70) as a result of State Amendment #15 to provide alcohol and drug free alternatives for students and leadership skills training through an "Oregon Together" community grant. Effective April 1, 1992. Funds are distributed as follows:

Powell Park Project: Management Services (3 days @ \$75)	\$ 225
"Our Endangered Youth" Management Services (2 days @ \$75)	150
Lock-In Party: Rental Fee (\$950) and Food (\$50)	1,000
Leadership Training: Five students (@ \$175 each)	875
Management Support Services (6 days @ \$75)	450
Mentor Program: Transportation	35
	<hr/>
	\$ 2,735

Invoice(s) for above items are due 30 days after expenditure, but in any event no later than July 31, 1992.

SPECIAL CONDITIONS:

All existing Special Conditions remain in effect and the following are added:

2) OBJECTIVE I

To complete the following activities by June 30, 1992:

- A. A picnic will be scheduled in May, 1992 and attended by Cleveland High School youth at Powell Park to serve as a kick-off event to make the park drug and violence free. The park will be cleaned prior to the picnic and banners displayed to indicate it is drug and violence free. Publicity flyers will be distributed to parents, businesses, and the neighborhood. Elected officials will be invited as well.
- B. Conduct two (2) Saturday conferences entitled "Our Endangered Youth" for all Cleveland Cluster parents, with childcare and food provided.
- C. Sponsor a "Lock-In Party", in the late spring, at Moreland Church for those Cleveland High School youth who pledge NO USE of alcohol and other drugs.
- D. To send five (5) students to Leadership Training in June, 1992.

OBJECTIVE II

To provide transportation and management support services for the above activities.

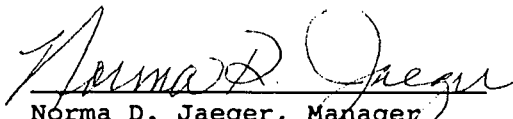


CONTRACTOR:

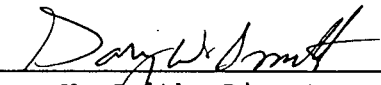
MULTNOMAH COUNTY, OREGON:

By \_\_\_\_\_  
Maurice Caba  
Deputy Clerk

\_\_\_\_\_ Date

By  5/11/92  
Norma D. Jaeger, Manager  
Alcohol and Drug Program

\_\_\_\_\_ Date

By  5/13/92  
Gary W. Smith, Director  
Social Services Division

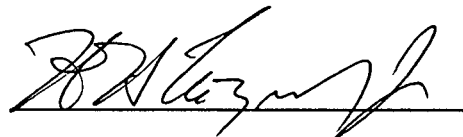
\_\_\_\_\_ Date

By  5/26/92  
Gladys McCoy  
Multnomah County Chair

\_\_\_\_\_ Date

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By  5.18.92  
\_\_\_\_\_ Date

[5293Z]

**RATIFIED**  
Multnomah County Board  
of Commissioners

C-4 May 26, 1992

Meeting Date: MAY 26 1992

Agenda Number: C-5

(Above for Clerk's Office Use Only)

**AGENDA PLACEMENT FORM**  
(For Non-Budgetary Items)

Subject: Ratification of Amendment #2 with Portland Employment Project-Portland Community College

Board Briefing: \_\_\_\_\_ Regular Meeting: \_\_\_\_\_  
(date) (date)

Department: Social Services Division: Social Services

Contact: Kathy Tinkle Telephone: 248-3691

Person(s) Making Presentation: Ardys Craghead/Gary Smith

**Action Requested**

☐ Information Only ☐ Policy Direction ☒ Approval

Estimated Time Needed on Board Agenda: 5 Minutes

Check if you require official written notice of action taken: \_\_\_\_\_

**BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):**

Ratification of Amendment #2 between the Multnomah County Social Services Division Developmental Disabilities Program and Portland Employment Project-Portland Community College for the period June 1, 1992 through June 30, 1992. This action increases Work Activity Center by \$1,896.52 in State funds to provide services for three High School Transition Project clients.

5/27/92 originals to Kathy Tinkle

BOARD OF  
COUNTY COMMISSIONERS  
1992 MAY 19 AM 10:52  
MULTNOMAH COUNTY  
OREGON

**Signatures**

Elected Official \_\_\_\_\_

OR

Department Director Ardys Craghead

(All accompanying documents must have required signatures!)



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
SOCIAL AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691  
FAX (503) 248-3379

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## M E M O R A N D U M

TO: Gladys McCoy  
Multnomah County Chair

VIA: Ardys Craghead, Interim Director *Ardys*  
Department of Social Services

FROM: Gary Smith *Smith* Director  
Social Services Division

DATE: May 7, 1992

SUBJECT: Approval of Amendment #2 with Portland Employment Project-PCC

RECOMMENDATION: The Social Services Division recommends Chair and Board approval of Amendment #2 between the DD Program and Portland Employment Project-Portland Community College effective June 1 through June 30, 1992.

ANALYSIS/BACKGROUND: Amendment #2 increases the current contract by \$1,896.52 bringing the net contract total to \$148,516.57 for FY 91/92. The additional funds will provide Work Activity Center services for three High School transition Project clients.

Funding for this agreement is available through the State Mental Health Division Grant and is exempt from the RFP process as Portland Employment Project-PCC is a government agency. The provider is on the Social Services Division Governmental RFQ List.

(CWDDAGRM.DOC.78)

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100512

Amendment # 2

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$10,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <b>RATIFIED</b> <b>Multnomah County Board of Commissioners</b> C-5 May 26, 1992
---	---	--

Contact Person Kathy Tinkle Phone 248-3691 Date 5/1/92Department Social Services Division Social Services Bldg/Room 160/6Description of Contract Amendment #2 increases WAC (DD40) \$1,896.52 with the addition of 3 High School Transition Project clients effective June 1 through June 30, 1992.RFP/BID # N/A IGA Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name PORTLAND EMPLOYMENT PROJECT-PCC

Prev. Amend. #1: \$146,620.05

Mailing Address 12000 SW 49thPortland, OR 97219Phone 244-6111**Payment Term**Employer ID # or SS # 93-0575187☐ Lump Sum \$ \_\_\_\_\_Effective Date June 1, 1992☒ Monthly \$ AllotmentTermination Date June 30, 1992☐ Other \$ \_\_\_\_\_Original Contract Amount \$ 24,888☐ Requirements contract - Requisition required.Amount of Amendment \$ 1896.52

Purchase Order No. \_\_\_\_\_

Total Amount of Agreement \$ 148,516.57☐ Requirements Not to Exceed \$ \_\_\_\_\_**REQUIRED SIGNATURES:**Department Manager Gladys CrayheadDate 5/13/92Purchasing Director \_\_\_\_\_  
(Class II Contracts Only)

Date \_\_\_\_\_

County Counsel Gladys CrayheadDate 5-18-92County Chair/Sheriff Gladys CrayheadDate 5/28/92

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		INC/ DEC IND
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	
01.	156	010	1258		DD40	6060		1240		1,896.52	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

MULTNOMAH COUNTY SOCIAL SERVICES DIVISION  
SUBCONTRACT AMENDMENT NUMBER 2

Duration of Agreement: June 1, 1992 to June 30, 1992

Contractor: PORTLAND EMPLOYMENT PROJECT - PCC  
Address: 12000 S.W. 49TH  
PORTLAND OR 97219

Contract#: 100512  
Phone: 244-6111  
IRS No.: 93-0575187

This AMENDMENT to the Contract for Social Services is made between:

The Multnomah County Social Services Division, referred to as the COUNTY, and  
PORTLAND EMPLOYMENT PROJECT - PCC, referred to as the CONTRACTOR.

It is understood by the parties that all conditions and agreements in the original Contract not superseded by this AMENDMENT are still in force and apply to this AMENDMENT. These amounts are subject to the Notes/Special Conditions in Part II.

Service Element	Fund Source	Current Amount	Increase (Decrease)	Revised Amount	Payment Basis: Monthly Allotment According To:
DD40-WAC SMHD Work Activity Center		\$6,453.96	\$1,896.52	\$8,350.48	SERVICE CAPACITY
DD42-SSP SMHD Sheltered Services Program		\$4,621.44	\$0.00	\$4,621.44	RATE PER DAY OF SERVICE
DD43-SEP SMHD Supported Employment Program		\$135,544.65	\$0.00	\$135,544.65	RATE PER MONTHLY ENROLLED CLIENTS
TOTALS:		\$146,620.05	\$1,896.52	\$148,516.57	

FY92

Multnomah County Social Services Division  
Subcontract AMENDMENT Number 2

CONTRACTOR:  
Portland Employment Project

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Part II - Notes and Special Conditions

Notes:

DD40 WAC funding - Three slots are added as part of the 1992 High School Transition Project.

add 1 slot @ \$416.40/mo for the person with CPMS Case Number 032868 effective 6/1/92.  
add 1 slot @ \$480.24/mo for the person with CPMS Case Number 063107 effective 6/1/92.  
add 1 slot @ \$999.88/mo for the person with CPMS Case Number 202746 effective 6/1/92.

Special Conditions:

All existing Special Conditions remain in effect, and the following are added:

NONE.


MULTNOMAH COUNTY SOCIAL SERVICES DIVISION  
SUBCONTRACT AMENDMENT NUMBER 2

CONTRACTOR:

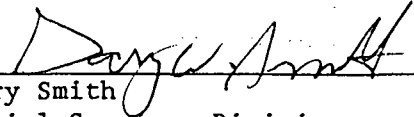
COUNTY:

PORTLAND EMPLOYMENT PROJECT - PCC

\_\_\_\_\_  
Agency Executive Director      Date

By  4-29-92  
Dennis Adams  
Program Manager      Date

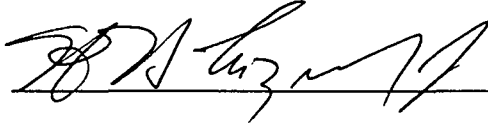
\_\_\_\_\_  
Agency Board Chairperson      Date

By  5/1/92  
Gary Smith  
Social Services Division  
Director      Date

By  5/26/92  
Gladys McCoy  
Multnomah County Chair      Date

Reviewed:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By  5.18.92  
\_\_\_\_\_  
Date

**RATIFIED**  
**Multnomah County Board**  
**of Commissioners**

C-5 May 26, 1992

Meeting Date: MAY 26 1992

Agenda Number: C-6

(Above for Clerk's Office Use Only)

### AGENDA PLACEMENT FORM

(For Non-Budgetary Items)

Subject: Ratification of Amendment #3 with Reynolds School District #7

Board Briefing: \_\_\_\_\_ Regular Meeting: \_\_\_\_\_  
(date) (date)

Department: Social Services Division: Social Services

Contact: Kathy Tinkle Telephone: 248-3691

Person(s) Making Presentation: Ardys Craghead/Gary Smith

#### Action Requested

☐ Information Only ☐ Policy Direction ☒ Approval

Estimated Time Needed on Board Agenda: 5 Minutes

Check if you require official written notice of action taken: \_\_\_\_\_

**BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):**

Ratification of Amendment #3 between the Multnomah County Social Services Division Developmental Disabilities Program Office and Reynolds School District #7 for the period April 1, 1992 through June 30, 1992. This action adds \$2,460 in State funds to provide Early Intervention services for two clients.

5/27/92 Originals to Kathy Tinkle

BOARD OF  
COUNTY COMMISSIONERS  
1992 MAY 19 AM 10:52  
MULTNOMAH COUNTY  
OREGON

#### Signatures

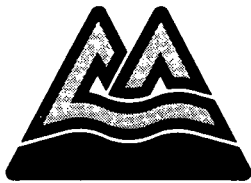
Elected Official \_\_\_\_\_

OR

Department Director Ardys Craghead

(All accompanying documents must have required signatures!)





# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
SOCIAL AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691  
FAX (503) 248-3379

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## M E M O R A N D U M

TO: Gladys McCoy  
Multnomah County Chair

VIA: Ardys Craghead, Interim Director *Ardys*  
Department of Social Services

FROM: Gary Smith, *DS* Director  
Social Services Division

DATE: May 8, 1992

SUBJECT: Approval of Amendment #3 to an IGA with Reynolds School District

RETROACTIVE STATUS: Amendment #3 is retroactive to April 1, 1992. Staff shortage and workload in the DD Program office are responsible for the delay in processing this amendment.

RECOMMENDATION: The Social Services Division recommends Chair and Board approval of Amendment #3 between the DD Program and Reynolds School District #7 effective April 1 through June 30, 1992.

ANALYSIS/BACKGROUND: Amendment #3 increases the current contract by \$2,460 bringing the net contract total to \$113,980 for FY 91/92. The additional funds will provide Early Intervention services for two additional clients.

Funding for this agreement is available through the State Mental Health Division Grant and is exempt from the RFP process as Reynolds School District is a government agency. The provider is on the Social Services Division Governmental RFQ List.

(CWDDAGRM.DOC.78)



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103322

Amendment # 3

<p><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><b>RATIFIED</b></p> <p><b>Multnomah County Board of Commissioners</b></p> <p>C-6 May 26, 1992</p>
--	--	---

Contact Person Kathy Tinkle Phone 248-3691 Date May 4, 1992

Department Social Services Division Social Services Bldg/Room 160/6

Description of Contract Amendment #3 adds 2 client slots and \$2,460 in Early Intervention funds (DD55) effective April 1 through June 30, 1992.

RFP/BID # N/A IGA Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

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

Contractor Name REYNOLDS SCHOOL DISTRICT #7

Mailing Address 1204 NE 201st

Troutdale, OR. 97060

Phone 661-7200

Employer ID # or SS # 93-6000836

Effective Date April 1, 1992

Termination Date June 30, 1992

Original Contract Amount \$ 98,200

Amount of Amendment \$ 2,460

Total Amount of Agreement \$ 113,980

Prev. Amend. #2: \$111,520

**Payment Term**

- ☐ Lump Sum \$ \_\_\_\_\_
- ☒ Monthly \$ Allotment
- ☐ Other \$ \_\_\_\_\_
- ☐ Requirements contract - Requisition required.
- Purchase Order No. \_\_\_\_\_
- ☐ Requirements Not to Exceed \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**

Department Manager [Signature]

Purchasing Director [Signature]

(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date 5/13/92

Date \_\_\_\_\_

Date 5-18-92

Date 5/26/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	1256		DD55	6060		1255		2,460		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

MULTNOMAH COUNTY SOCIAL SERVICES DIVISION  
SUBCONTRACT AMENDMENT NUMBER 3

Duration of Agreement: April 1, 1992 to June 30, 1992

Contractor: REYNOLDS SCHOOL DISTRICT #7  
Address: 1424 N.E. 201ST  
TROUTDALE OR 97060

Contract#: 103322  
Phone: 661-7200  
IRS No.: 93-6000836

This AMENDMENT to the Contract for Social Services is made between:

The Multnomah County Social Services Division, referred to as the COUNTY, and  
REYNOLDS SCHOOL DISTRICT #7, referred to as the CONTRACTOR.

It is understood by the parties that all conditions and agreements in the original  
Contract not superseded by this AMENDMENT are still in force and apply to this  
AMENDMENT. These amounts are subject to the Notes/Special Conditions in Part II.

Service Element	Fund Source	Current Amount	Increase (Decrease)	Revised Amount	Payment Basis: Monthly Allotment According To:
DD55-EI Early Intervention	SMHD	\$111,520.00	\$2,460.00	\$113,980.00	SERVICE CAPACITY

TOTALS:	\$111,520.00	\$2,460.00	\$113,980.00
---------	--------------	------------	--------------

FY92

MULTNOMAH COUNTY SOCIAL SERVICES DIVISION  
SUBCONTRACT AMENDMENT NUMBER 3

CONTRACTOR:  
REYNOLDS SCHOOL DISTRICT #7

---

Part II - Notes and Special Conditions

Notes:

DD55 EI funding -

add 2 slots @ \$410.00/mo effective 4/1/92.

Special Conditions:

All existing Special Conditions remain in effect, and the following are added:

NONE


MULTNOMAH COUNTY SOCIAL SERVICES DIVISION  
SUBCONTRACT AMENDMENT NUMBER 3

CONTRACTOR:

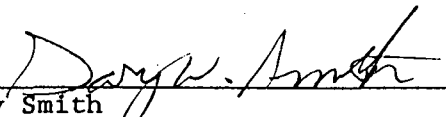
COUNTY:

REYNOLDS SCHOOL DISTRICT #7

\_\_\_\_\_  
Agency Executive Director      Date

By  4.29.92  
Dennis Adams      Date  
Program Manager

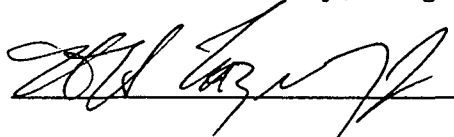
\_\_\_\_\_  
Agency Board Chairperson      Date

By  5/11/92  
Gary Smith      Date  
Social Services Division  
Director

By  5/26/92  
Gladys McCoy      Date  
Multnomah County Chair

Reviewed:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By  5.18.92  
Date

**RATIFIED**

Multnomah County Board  
of Commissioners

C-6 May 26, 1992

Meeting Date: May 26, 1992

Agenda No.: R-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Employee Recognition for 38 years of service

BCC Informal \_\_\_\_\_ (date) BCC Formal May 26, 1992 (date)

DEPARTMENT Nondepartmental DIVISION Chair's Office

CONTACT Teri Duffy TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION Gladys McCoy

ACTION REQUESTED:

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 3 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Bob Potts has been employed continuously with the County since May of 1954. Of those 38 years of service, Mr. Potts has been a Juvenile Court Counselor since 1956.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL \_\_\_\_\_

Or

DEPARTMENT MANAGER \_\_\_\_\_

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1992 MAY 19 AM 11:23  
MULTNOMAH COUNTY  
OREGON

(Above space for Clerk's Office Use)

SUBJECT: RESOLUTION

BCC Informal \_\_\_\_\_ (date) \_\_\_\_\_ BCC Formal \_\_\_\_\_ (date) \_\_\_\_\_

DEPARTMENT Nondepartmental DIVISION Chair's Office

CONTACT Fred Neal TELEPHONE X-3308

PERSON(S) MAKING PRESENTATION Fred Neal

☐ INFORMATIONAL ONLY      ☐ POLICY DIRECTION      ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA:

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN:

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

RESOLUTION in the Matter of Endorsing the "Income Foregone" Proposal  
of the Association of O & C Counties

5/26/92 copies to Fred Trevel

1992 MAY 19 AM 10:51  
 CLINT COUNTY, OREGON  
 MULTNOMAH COUNTY  
 OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Or

DEPARTMENT MANAGER

(All accompanying documents must have required signatures)

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Endorsing the )  
"Income Foregone" Proposal ) RESOLUTION  
of the Association of O & C Counties ) 92-96

WHEREAS, ongoing uncertainty as to federal enforcement of the Endangered Species Act, as it affects Bureau of Land Management-administered forest lands, continues to create uncertainty for counties receiving 50 percent of Oregon and California (O & C) lands timber receipts; and

WHEREAS, those counties are impacted by the social and economic costs which result from the displacement of timber related workers caused by diminished timber supply, plant modernization and other phenomenon; and

WHEREAS, stability, in the short-term at least, in anticipated federal O & C receipts is especially critical to these counties since passage of Ballot Measure 5 in 1990 constrains their ability to fund programs from increased property taxes; and

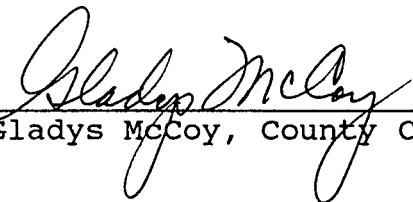
WHEREAS, decisions which must be made to protect the viability of endangered and threatened ecosystems on our public lands need not unduly penalize those communities and their citizens who have relied on prior forest practices for their economic well-being.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Multnomah County does hereby urge the Congress of the United States to support the "Income Foregone" proposal of the Association of O & C Counties which would compensate O & C counties for some portion of timber receipts not gained as a result of federal action and, further, urges support for additional measures to assist workers displaced by reduced timber sale quantities.

MAY 26, 1992.

MULTNOMAH COUNTY, OREGON

By

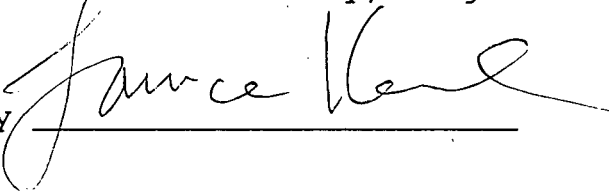
  
Gladys McCoy, County Chair



REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
for Multnomah County, Oregon

By





Meeting Date: MAY 26 1992

Agenda No.: R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Resolution Calling Election on Annexation

BCC Informal \_\_\_\_\_ BCC Formal May 26, 1992  
(date) (date)

DEPARTMENT County Counsel DIVISION \_\_\_\_\_

CONTACT Larry Kressel or Vicki Ervin TELEPHONE 3138/3720

PERSON(S) MAKING PRESENTATION \_\_\_\_\_

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 2 Min.

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Boundary Commission approved annexation #3043 to Portland.  
Citizens filed enough remonstrance petitions to require an election. This resolution calls the election for June 30, 1992.

*5/26/92 certified true copies to Vicki Ervin,  
Barbara Clark (31/202), Larry  
Kressel and Kenneth S. Martin,  
Portland Metro Boundary Commission*

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL \_\_\_\_\_

Or

DEPARTMENT MANAGER 

(All accompanying documents must have required signatures)

CLERK OF  
COUNTY COMMISSIONERS  
1992 MAY 14 AM 10:20  
MULTI-NOMIN COUNTY  
OREGON

CLACKAMAS  
MULTNOMAH  
WASHINGTON

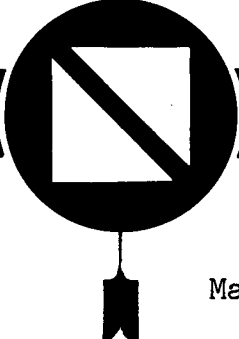
ABC

Fax TO  
FCC:

Vicki  
Ervin  
B414  
Elections

GLADYS McCOY  
MULTNOMAH COUNTY CHAIR  
1120 S.W. 5th, ROOM 1410  
PORTLAND, OREGON 97204

5/11/92



PORTLAND METROPOLITAN AREA LOCAL GOVERNMENT BOUNDARY COMMISSION

800 NE OREGON STREET # 16 (SUITE 540)

PORTLAND, OREGON 97232

PHONE: 731-4093

May 4, 1992

Gladys McCoy, Chair  
Multnomah Co. Board of Commissioners  
1021 SW Fourth - RM 602  
Portland OR 97204

Dear Ms. McCoy:

Reference: Election on Proposal No. 3043 -  
Annexation to the City of Portland

BOARD OF  
COUNTY COMMISSIONERS  
1992 MAY 13 AM 11:11  
MULTNOMAH COUNTY  
OREGON

Enclosed is a copy of certifications from the Multnomah Co. Clerk certifying the sufficiency of a remonstrance petition filed with the Boundary Commission for an annexation proposal to the City of Portland. This letter together with the certifications is to notify your Board that a valid remonstrance petition has been filed within the time provided by law and that an election on Proposal No. 3043 is required to complete the proceeding.

In regard to the election, ORS 199.505(2) and (3) states in part:

"(2)... If objections are filed by the qualified voters the commission shall certify the fact of the objections to:

(b) The County Board of the county where the territory is located, if the change involves an annexation, whereupon the board shall call an election in the territory...

"(3) An election ... shall be held on the next appropriate election date authorized under ORS 203.085, 221.230 or 255.345. A ... board that calls an election under this action shall certify the results of the election to the commission..."

STAFF

KENNETH S. MARTIN, Executive Officer  
DENIECE WON, Executive Assistant  
MARCIA GWYNNE, Executive Assistant  
LANA RULIEN, Administrative Assistant

COMMISSIONERS:

RAY BARTEL, Chair  
TOM WHITTAKER, Vice-Chair  
BOB BOUNEFF  
ELEANOR DAVIS  
MARILYNN HELZERMAN  
DONALD JOHNSON

SY KORN BRODT  
MURLIN LITSON  
NORMA OYLER  
ROY SOARDS  
CAROL TROMMLER  
RICHARD WEILL

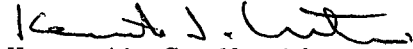
Multnomah Co. Commissioners

May 4, 1992

Page 2

We have not included a copy of the remonstrance petition since it is on file with us. However, the attached maps indicate the area approved for annexation by the Commission. If you need more information or have any questions, please contact this office.

Sincerely,



Kenneth S. Martin  
Executive Officer

KM/lmr

Enclosure

CC: Ray Bartel, Chair  
Peter Smith  
John Bonn

**VICKI K. ERVIN**

Director of Elections



1040 S.E. Morrison St.  
Portland, Oregon 97214-2495  
(503)248-3720  
(503)248-3719 FAX  
(503)248-3729 TDD

April 30, 1992

Portland Metropolitan Area Local  
Government Boundary Commission  
Kenneth S. Martin  
Executive Officer  
800 NE Oregon Street #16 (Suite 540)  
Portland, Oregon 97232

PORTLAND METRO AREA  
BOUNDARY COMMISSION  
MAY 4 1992

Dear Kenneth:

This is to certify that 32 valid signatures of the 218 registered voters, in the area proposed for annexation to the City of Portland in Proposal No. 3043, are contained on the petitions to object to the annexation. The petition has met the requirements.

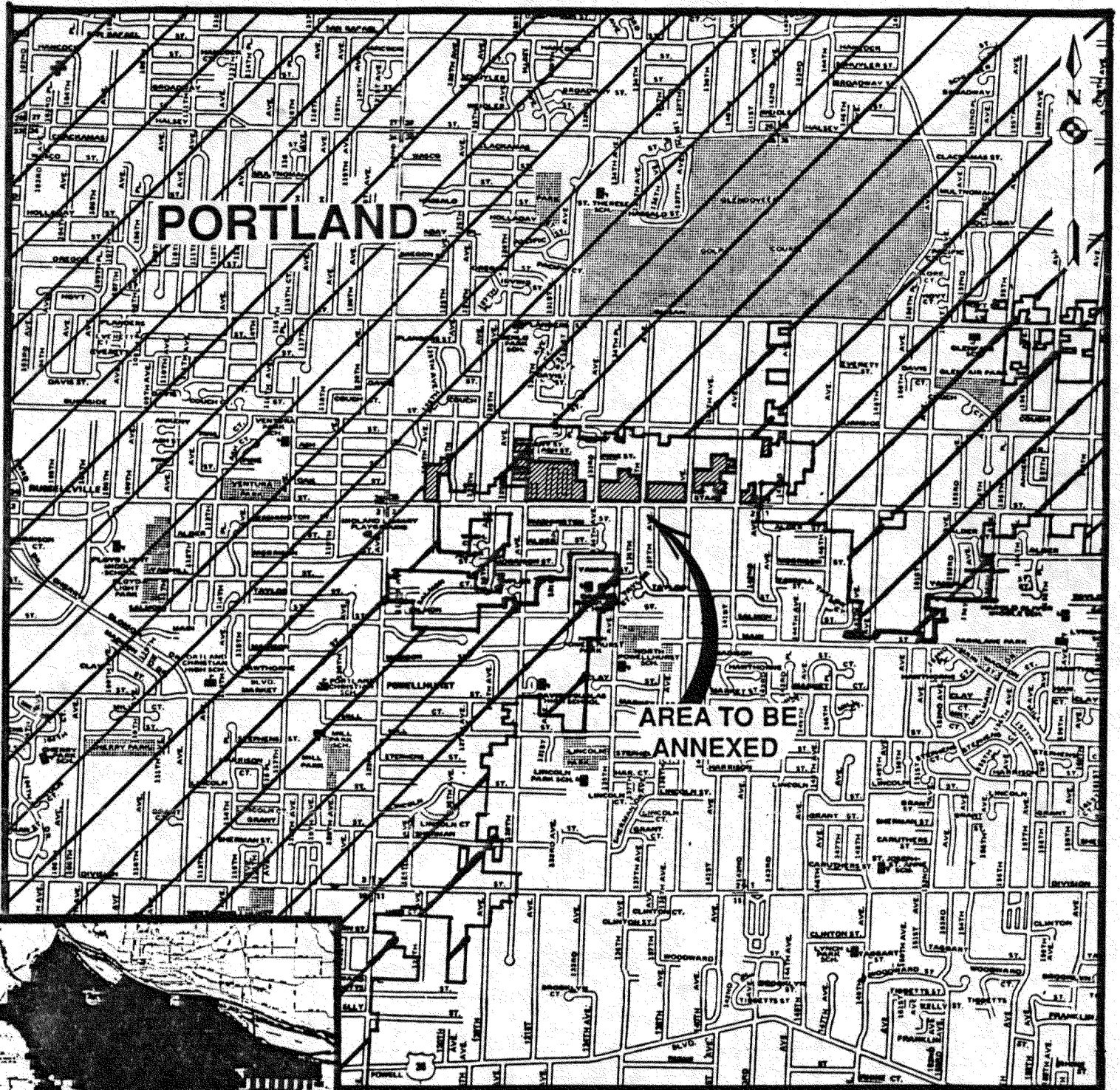
Attached is a copy of the precincts highlighted for the registered voters and checked for the ones signing the petition.

Witness my Hand and Seal this 30th day of April, 1992.

Vicki K. Ervin  
Director of Elections  
Multnomah County



# PROPOSAL NO. 3043



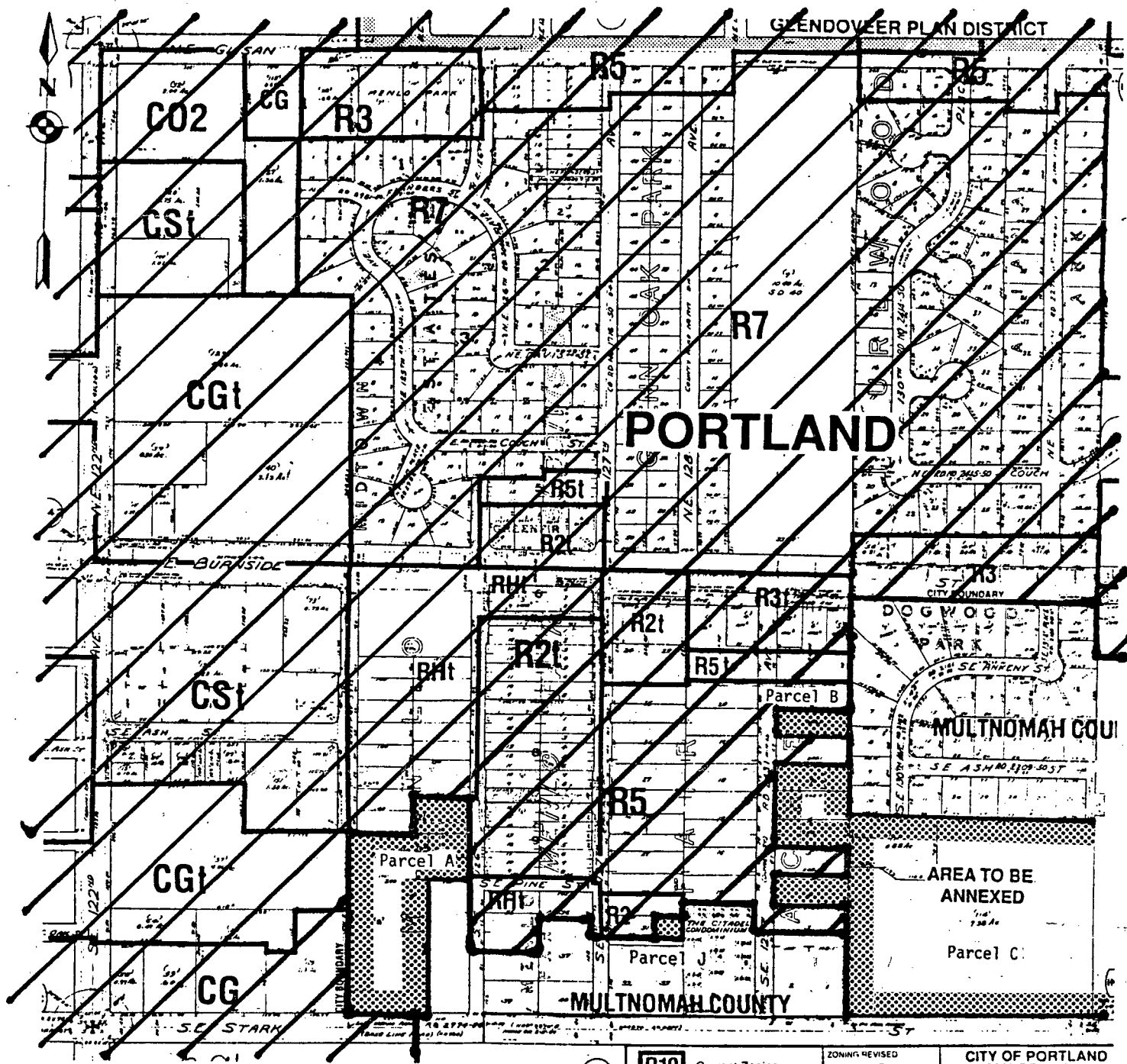
PROPOSAL NO. 3043  
CITY OF PORTLAND  
ANNEXATION  
FIGURE 1

# PROPOSAL NO. 3043

SW1/4 SECTION 35 T1N R2E W.M.  
Multnomah County

1N 2 35C  
3043

Scale: 1" = 400'



PROPOSAL NO. 3043  
CITY OF PORTLAND  
ANNEXATION  
FIGURE 2a

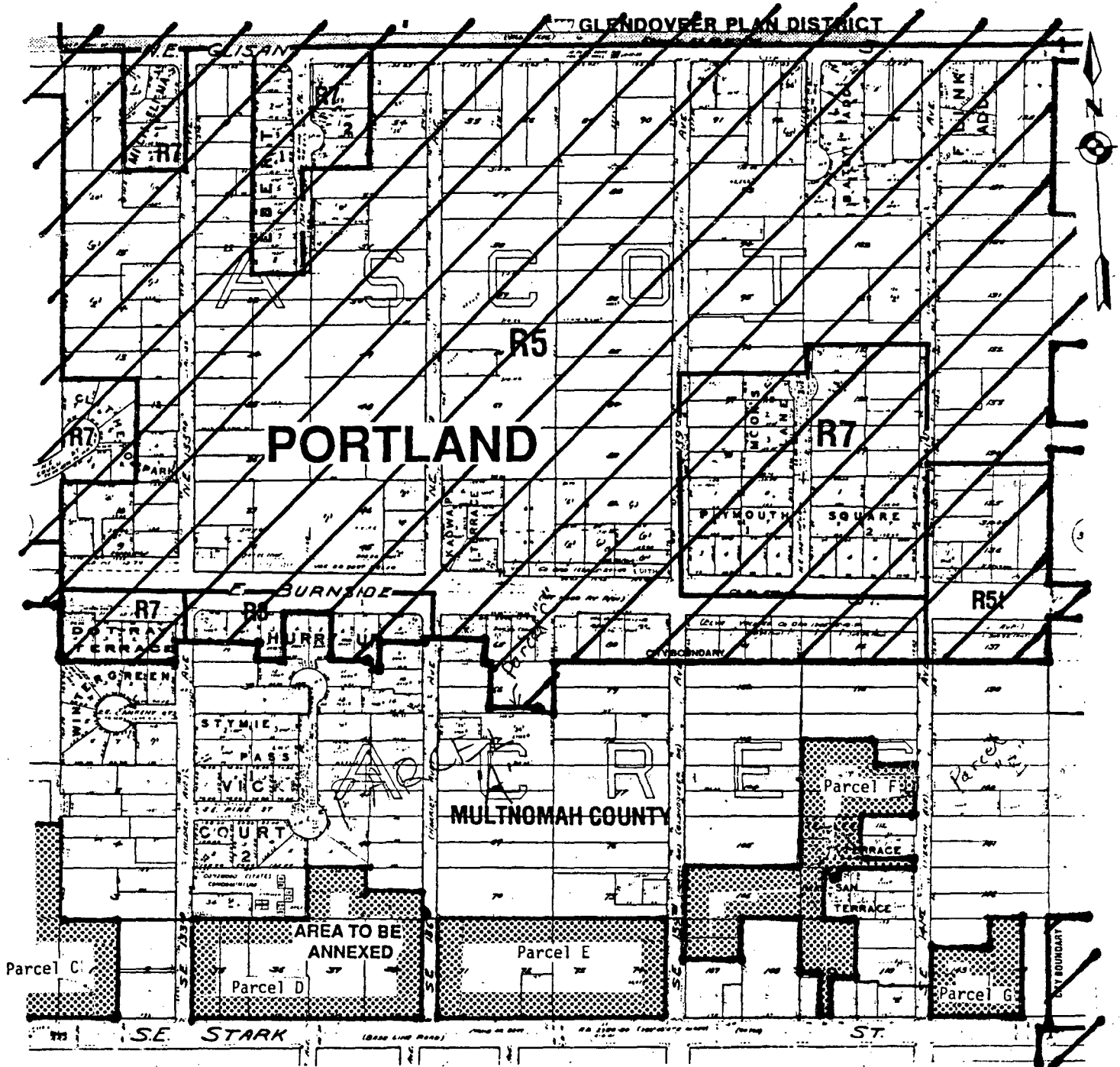
Modified  
3/17/92

# PROPOSAL NO. 3043

SE1/4 SECTION 35 T1N R2E W.M.  
Multnomah County

1N 2 35D  
3044

Scale: 1" = 400'



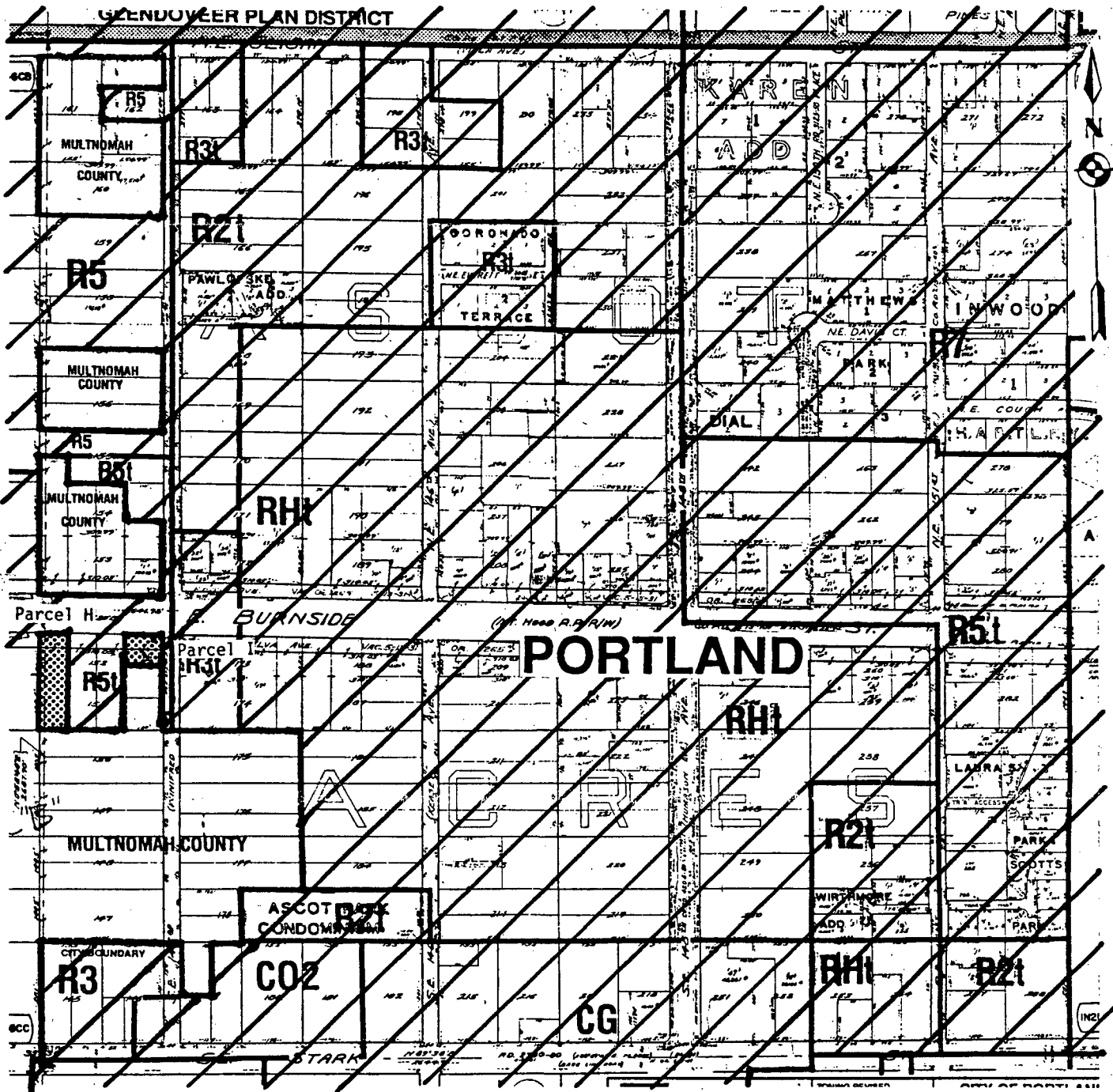
PROPOSAL NO. 3043  
CITY OF PORTLAND  
ANNEXATION  
FIGURE 2b

# PROPOSAL NO. 3043

SW1/4 SECTION 36 T1N R2E W.M.  
Multnomah County

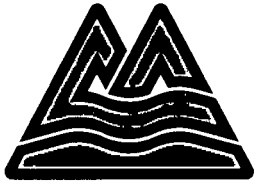
1N 2 36C  
3045

Scale: 1" = 400'



PROPOSAL NO. 3043  
CITY OF PORTLAND  
ANNEXATION  
FIGURE 2c





# MULTNOMAH COUNTY OREGON

] OFFICE OF COUNTY COUNSEL  
1120 S.W. FIFTH AVENUE, SUITE 1530  
P.O. BOX 849  
PORTLAND, OREGON 97207-0849  
(503) 248-3138  
FAX 248-3377

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY, CHAIR  
PAULINE ANDERSON  
RICK BAUMAN  
GARY HANSEN  
SHARRON KELLEY

## MEMORANDUM

TO: Clerk of the Board of County Commissioners

FROM: Laurence Kressel (106/1530) *fk*  
County Counsel

DATE: May 13, 1992

SUBJECT: Annexation Proposal 3043; Resolution Calling Election

COUNTY COUNSEL  
LAURENCE KRESSSEL  
CHIEF ASSISTANT  
JOHN L. DU BAY  
ASSISTANTS  
J. MICHAEL DOYLE  
SANDRA N. DUFFY  
GERALD H. ITKIN  
H.H. LAZENBY, JR.  
STEVEN J. NEMIROW  
MATTHEW O. RYAN  
JACQUELINE A. WEBER

I believe the Elections Director has asked you to put the attached resolution on the Board agenda for May 26. Please include this Resolution in the materials you distribute to the Board for the May 26th meeting. I've filled out an agenda placement form (also enclosed).

Enclosures

cc: Vicki Ervin

G:\WP51\FILES\CLERMemo.MEM\st

BOARD OF  
COUNTY COMMISSIONERS  
1992 MAY 14 AM 10:20  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of an Election on Proposal  
No. 3043: Annexation to the City of  
Portland as a result of Remonstrance to  
the Annexation

RESOLUTION  
92-97

WHEREAS, the City of Portland filed an annexation proposal (No. 30343) with the Portland Metropolitan Area Local Government Boundary Commission; and

WHEREAS, the Portland Metropolitan Area Local Government Boundary Commission approved the proposal on March 12, 1992; and

WHEREAS, pursuant to ORS 199.505(1), electors filed a remonstrance petition with the Portland Metropolitan Area Local Government Boundary Commission; and

WHEREAS, on April 30, 1992, the Director of Elections of Multnomah County certified to the Portland Metropolitan Area Local Government Boundary Commission that the number of valid signatures on the remonstrance exceeded 10 percent of the registered electors in the affected territory; and

WHEREAS, ORS 199.505(3) requires that upon receipt of the certification of signatures on a remonstrance petition, the Board of County Commissioners shall call an election, to be held on the next appropriate election date authorized by law;

NOW THEREFORE BE IT RESOLVED, that an election is hereby called to be held on June 30, 1992, at which the following measure shall be submitted to the electors in the affected territory:

05/13/92:1

CERTIFIED TRUE COPY OF THE  
ORIGINAL ON FILE HEREIN

By Deborah Coaster  
CLERK OF THE BOARD  
MULTNOMAH COUNTY, OREGON

CAPTION

Proposal to annex certain territory to the City of Portland.

QUESTION

Shall the area indicated on the Attached Map (Annexation Proposal 3043) be annexed to the City of Portland?

SUMMARY

The Metropolitan Area Local Boundary Commission has approved annexation proposal 3043. Under that proposal, the territory shown on the map accompanying this ballot would be annexed to the City of Portland. A petition objecting to the annexation has been filed. An election by the voters in the territory to be annexed is therefore required. A "yes" vote is in favor of the annexation. A "no" vote is against the annexation.

BE IT FURTHER RESOLVED, that the following explanatory statement shall appear in the voters' pamphlet, if a voters' pamphlet is produced, for the June 30, 1992 election:

The Metropolitan Area Local Boundary Commission has approved annexation proposal 3043. Under that proposal, the territory shown on the map accompanying this ballot would be annexed to the City of Portland. A petition objecting to the annexation has been filed. An election by the voters in the territory to be annexed is therefore required. A "yes" vote is in favor of the annexation. A "no" vote is against the annexation.

BE IT FURTHER RESOLVED, that the Clerk of the Board shall forthwith deliver certified copies of this resolution to the Director of Elections, the City Auditor of the City of Portland, and the Executive Officer of the Portland Metropolitan Area Local Government Boundary Commission.

ADOPTED this 26th day of May . 1992.



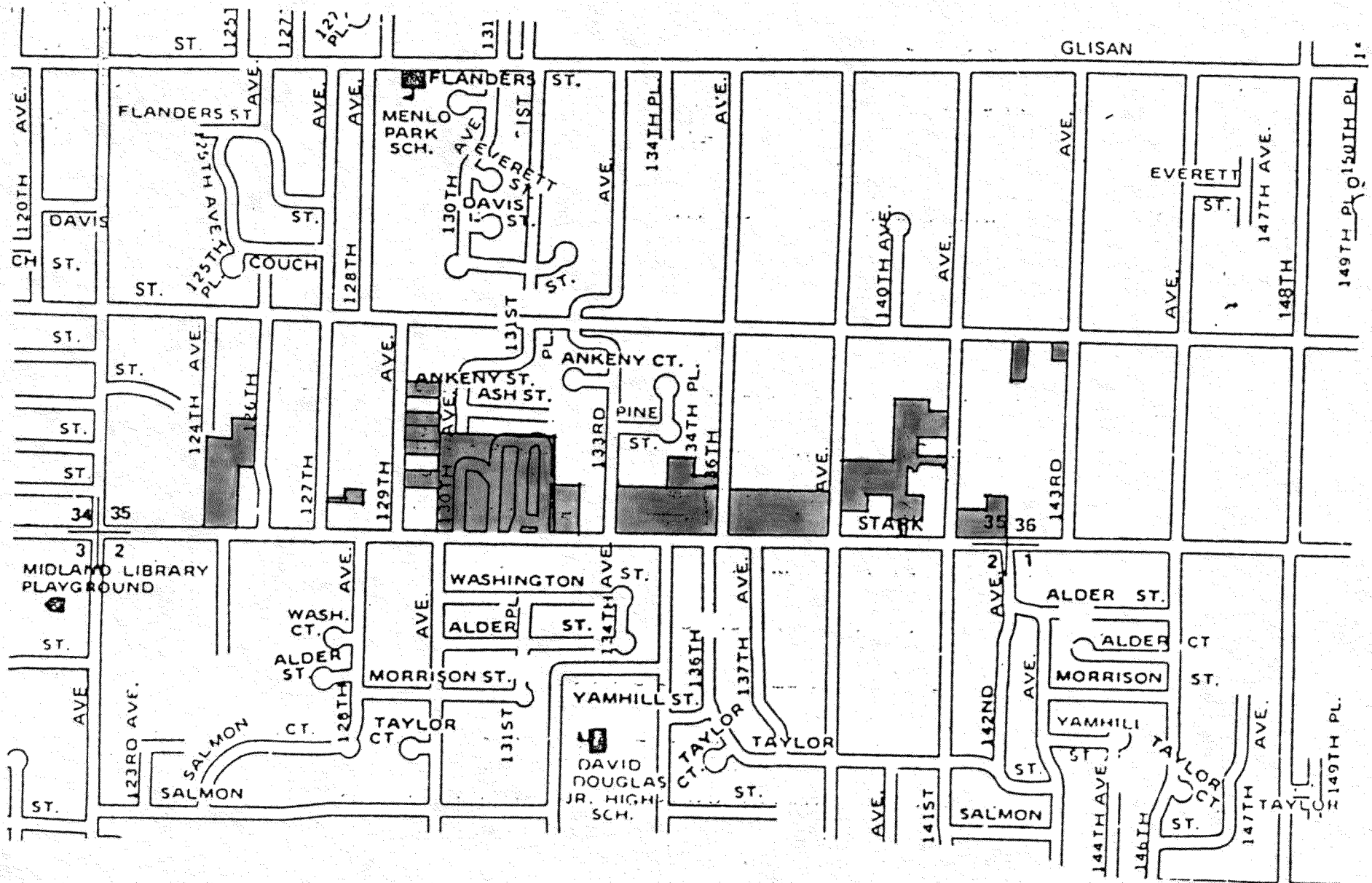
By

Gladys McCoy  
Gladys McCoy  
Multnomah County, Oregon

Laurence Kressel  
Laurence Kressel, County Counsel  
of Multnomah County, Oregon

G:\WP51\FILES\ANNERESO.RES\st

05/13/92:1



AREA PROPOSED FOR ANNEXATION

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date \_\_\_\_\_

**MAY 26 1992**

Agenda No. R-4

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: PUBLIC SALE

INFORMAL ONLY\* \_\_\_\_\_ FORMAL ONLY \_\_\_\_\_

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

\*NAME(s) OF PERSON(s) MAKING PRESENTATION TO BOARD Larry Baxter

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval for the sale of 58 parcels of tax foreclosed property.

Notice has been given to public agencies and nonprofit housing sponsors as provided by Ordinance 672.

5/26/92 copy to Larry Baxter

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 MINUTES

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Paul Jacobson / blw

BUDGET/PERSONNEL: \_\_\_\_\_

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contracts) ED

OTHER Facilities & Property Management ED

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

1992 MAY 18 PM 2:24  
CLERK OF  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Sale of	}	ORDER 92-98
Property Acquired by Multnomah		
County Through the Foreclosure		
of Liens for Delinquent Taxes		

It appearing that various properties on which liens for delinquent taxes were foreclosed have been deed to Multnomah County and it is for the best interest of the County to offer said properties at a public sale in accordance with the provisions of ORS 275.110;

Terms of the sale are as follow:

SALE PRICE	TERMS
\$100 to \$2,000	Cash
\$2,000 to \$4,999	Contract terms: 20% down. Balance payable in equal monthly installments, including interest at the rate of 10 percent per annum over a period not to exceed 36 months.
\$5,000 to \$9,999	Contract Terms: 20% down. Balance payable in equal monthly installments, including interest at the rate of 10 percent per annum over a period not to exceed 60 months.
\$10,000 to \$19,999	Contract Terms: 20% down. Balance payable in equal monthly installments, including interest at the rate of 10 percent per annum over a period not to exceed 96 months.
\$20,000 and Above	Contract Terms: 10% down. Balance payable in equal monthly installments, including interest at the rate of 12 percent per annum over a period not to exceed 180 months.

Now, therefore, it is hereby ORDERED that the Sheriff be, and he hereby is, directed to offer at public sale, in accordance with ORS 275.120 through 275.190, the properties described in the following list for not less than the minimum price set below the description of said properties in said list; which list of properties, market values and minimum prices follows:

1.	LEGAL DESCRIPTION PROPERTY LOCATION	A L MINERS ADD EXC PART IN ST 2067/79 LOTS 11-14, BLOCK 37 Vacant Land on N. Bradford Between Oswego & Mohawk Market Value: \$500.00 Minimum Bid: \$250.00	00010-2770
2.	LEGAL DESCRIPTION PROPERTY LOCATION	ABERNETHY HEIGHTS Taxlot # 7 of Lot 20 East side SW Breyman Rd, Strip of Land 12.32' Wide Market Value:\$2,900.00 Minimum Bid: \$1,450.00	00110-1200
3.	LEGAL DESCRIPTION PROPERTY LOCATION	ALBINA E 1/2 OF LOT 20, BLOCK 2 Former 604 NE Tillamook Market Value: \$7,300.00 Minimum Bid: \$3,650.00	00960-0680
4.	LEGAL DESCRIPTION PROPERTY LOCATION	ALBINA LOT 24, BLOCK 8 East of 504 NE Graham St Market Value: \$4,000.00 Minimum Bid: \$2,000.00	00960-2760
5.	LEGAL DESCRIPTION PROPERTY LOCATION	ALBINA EXC W 62.5' & EXC E 26', W 91' OF LOT 1, BLOCK 20 Strip of Land 2'x 50' on NE Tillamook Market Value: \$100.00 Minimum Bid: \$100.00	00960-6736
6.	LEGAL DESCRIPTION PROPERTY LOCATION	ALBINA HOMESTEAD N 1/2 OF LOT 3, BLOCK 4 Former 3815-19 NE Martin Luther King Jr. Blvd. Market Value:\$6,500.00 Minimum Bid: \$3,250.00	01050-1380
7.	LEGAL DESCRIPTION PROPERTY LOCATION	ASCOT ACRES W 5' OF N 70.19' OF LOT 67 Strip of Land 5' x 70.19' on SE 136th Ave Market Value: \$100.00 Minimum Bid: \$100.00	04180-1816
8.	LEGAL DESCRIPTION PROPERTY LOCATION	CANTERBURY GLEN TRACT A Vacant land West end of SW Canterbury Lane Market Value: \$5,500.00 Minimum Bid: \$2,750.00	13300-0010
9.	LEGAL DESCRIPTION PROPERTY LOCATION	CLARK TERRACE Taxlot #2 of Lots 7&8, Block 6 Vacant land North of 10549 NW St. Helens Rd Market Value: \$300.00 Minimum Bid: \$300.00	16090-1130
10.	LEGAL DESCRIPTION PROPERTY LOCATION	COLUMBIA HEIGHTS LOT 7, BLOCK 21 West of 1324 NE Portland Blvd. Market Value: \$2,400.00 Minimum Bid: \$1,200.00	17310-4110
11.	LEGAL DESCRIPTION PROPERTY LOCATION	COLUMBIA HEIGHTS LOT 6, BLOCK 24 Former 1322 NE Dekum St. Market Value:\$2,500.00 Minimum Bid: \$1,250.00	17310-4580
12.	LEGAL DESCRIPTION PROPERTY LOCATION	COOKS ADD W 28' OF LOT 1, BLOCK 3 West of 3425-27 N Fremont Market Value: \$1,200.00 Minimum Bid: \$600.00	17660-0610
13.	LEGAL DESCRIPTION PROPERTY LOCATION	D & O LITTLE HOMES SUB 4 N 6' OF W 430', EXC WEST 264' OF LOT 23 Landlocked Strip of Land 6' x 166' Market Value: \$100.00 Minimum Bid: \$100.00	20280-3770
14.	LEGAL DESCRIPTION PROPERTY LOCATION	EL TOVAR NORTH 50' OF LOT 24, BLOCK 3 West of 636 NE Stafford Market Value: \$2,000.00 Minimum Bid: \$1,000.00	24180-0730
15.	LEGAL DESCRIPTION PROPERTY LOCATION	FAIRMOUNT ADD LOT 14, BLOCK 4 Vacant land West of St Johns Bridge Approach Market Value: \$100.00 Minimum Bid: \$100.00	26740-0510
16.	LEGAL DESCRIPTION PROPERTY LOCATION	FAIRMOUNT ADD LOTS 3 & 4, BLOCK 8 Vacant land West of St. Johns Bridge Approach Market Value:\$200.00 Minimum Bid: \$200.00	26740-1150
17.	LEGAL DESCRIPTION PROPERTY LOCATION	GREENOE HEIGHTS LOTS 12 & 13, BLOCK 5 Land between Rock Creek & Old Cornelius Pass Rd. Market Value: \$100.00 Minimum Bid: \$100.00	34160-2140
18.	LEGAL DESCRIPTION PROPERTY LOCATION	HAZELWOOD TL#54 OF LOT 9 Strip of Land between NE Holladay & Glisan St Market Value: \$100.00 Minimum Bid: \$100.00	37030-3590
19.	LEGAL DESCRIPTION PROPERTY LOCATION	HIGHLAND PARK LOT 20, BLOCK 6 6037 NE 15th Market Value: \$17,600 Minimum Bid: \$8,800.00	38460-1530
20.	LEGAL DESCRIPTION PROPERTY LOCATION	HIGHLAND PARK LOT 6, BLOCK 7; N 1/2 OF LOT 8, BLOCK 7 Former 6223 NE 16th Ave Market Value: \$8,100.00 Minimum Bid: \$4,050.00	38460-1720
21.	LEGAL DESCRIPTION PROPERTY LOCATION	KINGS HEIGHTS & REPLAT TL#3 OF LOTS 7-9, BLOCK 24 Land on NW Macleay/East of 3011 NW Rio Vista Terr Market Value: \$51,700.00 Minimum Bid:\$25,850.00	45200-4870
22.	LEGAL DESCRIPTION PROPERTY LOCATION	KINGS HEIGHTS & REPLAT TL#4 OF LOTS 3-7 & 13, BLOCK 24 Land on NW Macleay N/E of 3011 NW Rio Vista Terr Market Value: \$92,000.00 Minimum Bid:\$46,000.00	45200-4880



23.	LEGAL DESCRIPTION PROPERTY LOCATION	KIRKPATRICK ACRES SOUTH 100' OF EAST 5' OF LOT 4, BLOCK 2 Landlocked 5' Strip of Land SE 115/Harold Market Value: \$100.00 Minimum Bid: \$100.00	45580-0576
24.	LEGAL DESCRIPTION PROPERTY LOCATION	LAURELWOOD PK LOT 9, BLOCK 10 Formerly 3824 SE 62nd Ave Market Value: \$10,000.00 Minimum Bid: \$5,000.00	48080-2870
25.	LEGAL DESCRIPTION PROPERTY LOCATION	LOOKAWAY HILL TL #2 OF LOT 6 Vacant land West of 3344 SW Fairmount Lane Market Value:\$35,000.00 Minimum Bid:\$17,500.00	50850-0260
26.	LEGAL DESCRIPTION PROPERTY LOCATION	LOVES ADD S 62.5' OF E 1/2 OF LOT 2, BLOCK 19; S 62.5' OF LOT 3, BLOCK 19 Formerly 7059-61 NE Rodney Court Market Value: \$3,700.00 Minimum Bid: \$1,850.00	51250-3170
27.	LEGAL DESCRIPTION PROPERTY LOCATION	MAPLEWOOD ADD TL#1 OF LOT 5, BLOCK 4 Formerly 4042-4044 SE Mall St Market Value:\$16,300.00 Minimum Bid \$8,150.00	53500-0760
28.	LEGAL DESCRIPTION PROPERTY LOCATION	MIDDLESEX EXCEPT N 50'-E40' OF W 118' OF N 100' OF LOT 1 Landlocked Northeast of 3518 SE 72nd Ave Market Value: \$2,300.00 Minimum Bid: \$1,150.00	56720-0070
29.	LEGAL DESCRIPTION PROPERTY LOCATION	MIDDLESEX EXCEPT N 50' - W 40' OF E 118' OF N 100' OF LOT 1 Landlocked North of 3519 SE 73rd Market Value: \$2,100.00 Minimum Bid: \$1,050.00	56720-0160
30.	LEGAL DESCRIPTION PROPERTY LOCATION	OAK PARK ADD #2 LOT 1, BLOCK 3 Vacant land East of 8624 N. Swenson Market Value:\$6,800.00 Minimum Bid: \$3,400.00	62130-0430
31.	LEGAL DESCRIPTION PROPERTY LOCATION	P T SMITHS ADD ELY 3.2' OF LOT 5, BLOCK 1; WLY 1/2 OF LOT 6, BLOCK 1 8242 N. Lombard St Market Value:\$55,000.00 Minimum Bid:\$27,500.00	63590-0060
32.	LEGAL DESCRIPTION PROPERTY LOCATION	PARKHILL & REPLAT TAXLOT #14 OF LOTS 47-49 Vacant land on SW Parkhill Dr. Market Value: \$15,000.00 Minimum Bid: \$7,500.00	64630-0590
33.	LEGAL DESCRIPTION PROPERTY LOCATION	PARKHILL & REPLAT TAXLOT #16 OF LOT 50 Vacant land on SW Parkhill Dr Market Value: \$6,000.00 Minimum Bid: \$3,000.00	64630-0650
34.	LEGAL DESCRIPTION PROPERTY LOCATION	PARKHILL & REPLAT TAXLOT #12 OF LOT 150 Vacant land on SW Parkhill Dr. Market Value: \$9,000.00 Minimum Bid: \$4,500.00	64630-1800
35.	LEGAL DESCRIPTION PROPERTY LOCATION	PARKHILL & REPLAT TAXLOT #17 OF LOT 150 Vacant land on SW Parkhill Dr Market Value:\$10,000.00 Minimum Bid: \$5,000.00	64630-1810
36.	LEGAL DESCRIPTION PROPERTY LOCATION	PEAKE BROS HOME ACRES TAXLOT #8 OF LOTS 22 & 23 Former 217 NE 192nd Ave Market Value:\$14,300.00 Minimum Bid: \$7,150.00	65260-1000
37.	LEGAL DESCRIPTION PROPERTY LOCATION	PEAKE BROS HOME ACRES TAXLOT #54 OF LOT 45 Strip of land North of 325 NE 193rd Ave Market Value: \$100.00 Minimum Bid \$100.00	65260-2450
38.	LEGAL DESCRIPTION PROPERTY LOCATION	PENINSULAR ADD LOTS 4 & 5, BLOCK 36 Former 2818 N. Hunt St Market Value: \$9,300.00 Minimum Bid:\$4,650.00	65523-0030
39.	LEGAL DESCRIPTION PROPERTY LOCATION	POINT VIEW EXC PT IN ST ELY 40' OF LOT 1, BLK 1; SELY 40' OF LOTS 2-2, BLK 1 8224 N. Fessenden St Market Value:\$12,300.00 Minimum Bid: \$6,150.00	66570-0040
40.	LEGAL DESCRIPTION PROPERTY LOCATION	PORTSMOUTH VILLA EXTENDED LOT 27 & 28, BLOCK 11 8123 N. Haven Av. Market Value:\$26,100.00 Minimum Bid:\$13,050.00	67070-6890
41.	LEGAL DESCRIPTION PROPERTY LOCATION	STRATHMORE LOT E, BLOCK 8 Vacant land East of 14028 NE Beech Ct Market Value: \$2,300.00 Minimum Bid: \$1,150.00	80070-2920
42.	LEGAL DESCRIPTION PROPERTY LOCATION	STRATHMORE LOT D, BLOCK 16 Vacant land East of 3836,3822,3814 NE 138th Ave Market Value: \$5,800.00 Minimum Bid: \$2,900.00	80070-8490
43.	LEGAL DESCRIPTION PROPERTY LOCATION	STRATHMORE LOT C, BLOCK 17 Vacant land East of 13826 NE Shaver and 13809 NE Failing Market Value: \$500.00 Minimum Bid: \$250.00	80070-8720
44.	LEGAL DESCRIPTION PROPERTY LOCATION	STRATHMORE LOT B, BLOCK 21 Vacant land East of 4124 NE 138th Ave & 13837 NE Shaver Market Value: \$500.00 Minimum Bid: \$250.00	80071-0790

45.	LEGAL DESCRIPTION PROPERTY LOCATION	TULIP ACRES EXC S 175'- W 2' OF LOT 7, BLOCK 4 2' Strip of land between 10250 & 10308 NE Pacific Market Value: \$100.00 Minimum Bid: \$100.00	84650-1656
46.	LEGAL DESCRIPTION PROPERTY LOCATION	VERDANTA TL #44 OF LOT 27 Landlocked 5' strip of land West of 419 NE 172nd Market Value:\$500.00 Minimum Bid: \$250.00	85920-2570
47.	LEGAL DESCRIPTION PROPERTY LOCATION	WEST PORTLAND LOT 17, BLOCK 29 South of 9436 SW 48th Ave Market Value:\$15,400.00 Minimum Bid: \$7,700.00	89420-5600
48.	LEGAL DESCRIPTION PROPERTY LOCATION	WEST PORTLAND PARK LOT 8, BLOCK 45 West of 4623 SW Palatine St Market Value:\$3,800.00 Minimum Bid: \$1,900.00	89460-8290
49.	LEGAL DESCRIPTION PROPERTY LOCATION	WEST PORTLAND PARK N 2' OF W 20' OF LOT 27, BLOCK 90 2' wide landlocked strip of land North of 3505 SW Vesta St. Market Value: \$100.00 Minimum Bid: \$100.00	89461-7266
50.	LEGAL DESCRIPTION PROPERTY LOCATION	WEST PORTLAND PARK LOT 29, BLOCK 63 25' Strip of land East of 4937 SW Coronado Market Value: \$3,800.00 Minimum Bid: \$1,900.00	89461-2390
51.	LEGAL DESCRIPTION PROPERTY LOCATION	WEST PORTLAND PARK S 0.17' OF N 21.17' OF LOT 21, BLOCK 75 Strip of land South of 11509 SW 43rd Market Value: \$100.00 Minimum Bid: \$100.00	89461-4506
52.	LEGAL DESCRIPTION PROPERTY LOCATION	WEST PORTLAND PARK N 0.15' OF S 3.83' OF LOT 21, BLOCK 75 Strip of land North of 11529 SW 43rd Market Value: \$100.00 Minimum Bid: \$100.00	89461-4516
53.	LEGAL DESCRIPTION PROPERTY LOCATION	WILLBRIDGE TL #1 OF LOTS 5-7, BLOCK 1 Formerly 5906-5908 NW Saltzman Rd Market Value: \$8,000.00 Minimum Bid: \$4,000.00	91550-0150
54.	LEGAL DESCRIPTION PROPERTY LOCATION	WILLBRIDGE TL #2 OF LOTS 7 & 8, BLOCK 1 Formerly 5910-5912 NW Saltzman Rd Market Value: \$6,000.00 Minimum Bid: \$3,000.00	91550-0210
55.	LEGAL DESCRIPTION PROPERTY LOCATION	WILLIAMS AVENUE ADD Formerly 3310-3312 N. Williams Ave Market Value: \$5,500.00 Minimum Bid: \$2,750.00	91640-1700
56.	LEGAL DESCRIPTION PROPERTY LOCATION	WOODLAWN LOT 1, BLOCK 34 Formerly 6517 NE Durham Ave Market Value: \$1,500.00 Minimum Bid: \$750.00	92580-4360
57.	LEGAL DESCRIPTION PROPERTY LOCATION	SECTION 4, 1S, 3E, TAXLOT #187&257 1.93 ACRES Flag lot with 25 foot street frontage West of 21920 SE Stark St. Market Value:\$71,600.00 Minimum Bid:\$35,800.00	99304-1870 /2570
58.	LEGAL DESCRIPTION PROPERTY LOCATION	SECTION 7, 1S, 3E, TAXLOT #42 0.55 ACRES Southeasterly of 3820 SE 167th Ave Market Value:\$52,200.00 Minimum Bid:\$26,100.00	99307-0420



Done at Portland, Oregon this 26th day of May, 1992

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Gladys McCoy*  
\_\_\_\_\_  
Gladys McCoy  
Multnomah County Chair

By *John L. DuBay*  
\_\_\_\_\_  
John L. DuBay

Meeting Date: MAY 26 1992Agenda No.: R-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

Grant of anchor easement on Vance Pit property to Portland  
 SUBJECT: General Electric Company

BCC Informal \_\_\_\_\_ (date) \_\_\_\_\_ BCC Formal \_\_\_\_\_ (date) \_\_\_\_\_  
 DEPARTMENT Environmental Services DIVISION Facilities & Property Management  
 CONTACT Bob Oberst TELEPHONE 248-3851  
 PERSON(S) MAKING PRESENTATION Bob Oberst

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutesCHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: X

BRIEF SUMMARY (include statement of rationale for action requested,  
 as well as personnel and fiscal/budgetary impacts, if applicable):

Multnomah County previously granted an easement to PGE for and electric  
 transmission line on the Vance Pit Property parallel to SE 190th Ave. The line  
 has been constructed, but on of the anchors and guy wires extends beyond the  
 easement boundary. This added easement is to cover the anchor and guy.  
 Transportation Division has advised this will have no effect on it. This easement  
 has no value in addition to the original easement for the line.

*5/26/92 copy & original to Bob Oberst*

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL \_\_\_\_\_

Or

DEPARTMENT MANAGER \_\_\_\_\_

*Paul Jacobson / blw*

(All accompanying documents must have required signatures)

BOARD OF  
 COUNTY COMMISSIONERS  
 MULTNOMAH COUNTY  
 OREGON  
 1992 MAY 18 PM 2:24

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the grant of an ANCHOR )  
EASEMENT for the installation and )  
maintenance of anchors and guy wires on )  
land at Vance Pit in Section 5, )  
T 1 S, R 3 E, WM, Multnomah County, )  
Oregon. )

O R D E R

#

It appearing that Portland General Electric Company, an Oregon Corporation, has constructed an electric transmission line on an easement previously granted to it on the Vance Pit property in order to serve present and future electrical energy needs in that area; and

It appearing that an additional easement for anchors and guy wires is required in connection with said electric transmission line ;and

It being determined that the requested ANCHOR will have little or no effect upon the use or value of said parcel, that the requested easements will assist in maintaining the energy service provided by the electric transmission line, that the easement has no monetary value and the Board being fully advised in the matter:

It is ORDERED that Multnomah County execute this ANCHOR EASEMENT before the Board this date and that the County Chair be, and she is hereby, authorized and directed to execute the same on behalf of Multnomah County.

Dated this \_\_\_\_ day of \_\_\_\_\_, 1992.

REVIEWED:

LAURENCE KRESSEL, County  
Counsel for Multnomah  
County, Oregon

By

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Gladys McCoy, County Chair

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Grant of an )  
ANCHOR EASEMENT for the Install- ) O R D E R  
ation and Maintenance of Anchors )  
and Guy Wires on County Land at ) 92- 99  
Vance Pit in Section 5, T1S, R3E, )  
WM, Multnomah County, Oregon )

IT APPEARING that Portland General Electric Company, an Oregon Corporation, has constructed an electric transmission line on an easement previously granted to it on the Vance Pit property in order to serve present and future electrical energy needs in that area; and

IT FURTHER APPEARING that an additional easement for anchors and guy wires is required in connection with said electric transmission line; and

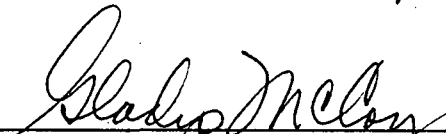
IT BEING DETERMINED that the requested ANCHOR EASEMENT will have little or no effect upon the use or value of said parcel, that the requested easements will assist in maintaining the energy service provided by the electric transmission line, that the easement has no monetary value and the Board being fully advised in the matter; now therefore

IT IS HEREBY ORDERED that Multnomah County execute this ANCHOR EASEMENT before the Board this date and that the County Chair be and she is hereby authorized and directed to execute the same on behalf of Multnomah County.

DATED this 26th day of May, 1992.

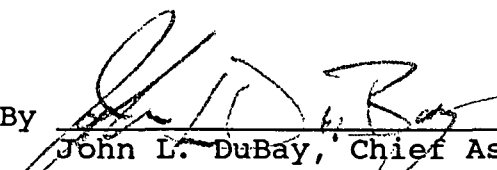


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Gladys McCoy, Chair

REVIEWED:

LAURENCE KRESSEL  
MULTNOMAH COUNTY COUNSEL

By   
John L. DuBay, Chief Assistant

ANCHOR EASEMENT

In consideration of the receipt of one and no/100 dollars (\$1.00), MULTNOMAH COUNTY

("Grantors") hereby convey to PORTLAND GENERAL ELECTRIC COMPANY ("PGE"), an Oregon corporation, a perpetual easement over, under, upon and across the following described property (the "Property"), situated in Multnomah County, State of Oregon, being a strip of land 4 feet in width, extending 2 feet on each side of a center line, more particularly described as follows:

Situated in the Northwest quarter of Section 5, Township 1 South, Range 3 East, Willamette Meridian;

Beginning at a point on the West line of the West 10.00 feet of the East 30.00 feet of the South 660.00 feet of Lot 32, EASTWOOD, a duly recorded plat of said County; said point bears North 00°24'40" West 20.16 feet and South 89°35'20" West 10.00 feet from the Southeast corner of said West 10.00 feet; thence along said centerline North 84°53'33" West 18.00 feet to the terminus of said centerline.

The above described centerline is shown on P.G.E. Drawing E-8314, attached hereto which by reference thereto is made a part hereof.

TERMS, CONDITIONS AND COVENANTS

1. This easement shall be for the right to install, maintain, extend and locate anchors and guy wires over, under, upon and across the Property and support electric line structures, poles, and towers.
2. The Grantors warrant that they have marketable title to the Property and that PGE may peaceably enjoy the rights and benefits of this easement.
3. Grantors agree that the consideration stated above is accepted by Grantors as full compensation for all damages which are incidental to the exercise of this easement.
4. If PGE shall fail to use this easement for a continuous period of five years after the construction of the power facilities, then this easement shall terminate and all rights granted hereunder shall revert to the Grantors.
5. As used herein, the singular shall include the plural and vice versa.
6. This easement inures to the benefit of and binds the parties hereto, their heirs, devisees, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the Grantors have executed this easement this 26th day of May, 19 92

MULTNOMAH COUNTY  
By: Gladys McCoy (SEAL)

Grantor Gladys McCoy, Multnomah County Chair

Grantor

Grantor

Grantor

REVIEWED

By

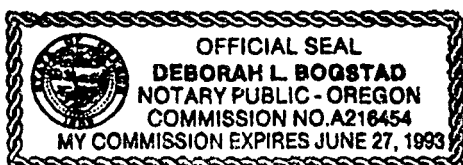
Deborah L. Bogstad  
MULTNOMAH COUNTY COUNCIL

STATE OF OREGON )  
County of Multnomah ) ss.

On May 26, 19 92, the above-named Gladys McCoy,  
Multnomah County Chair

personally appeared before me and acknowledge the foregoing instrument to be her voluntary act and deed.

Deborah L. Bogstad  
Notary Public for Oregon  
My Commission Expires: 6/27/93



EASTWOOD

20'

30'

LOT 31

**IN STREET BOOK 2206, PAGE 2575**

S.E. 190th AVE.

—N. 84°53'33" W. 18.00'

POLE #4845

PGE GUY STUB W/15' ANC.

N. 89°03'22" W.

**X PGE POLE NO. 3006**

N. 00°24'40" W. 409.74' (410.00' map)

N. 89°03'22" W.

**BASIS OF BEARING;**

P.S. 50,282

● DENOTES MON. FD.

**PORTLAND GENERAL ELECTRIC CO.**  
**PORTLAND, OREGON**

To Accompany Power Line Easement  
Multnomah County  
W. 1/4 Sec. 5, T.15, R.3E, W.M., Mult. Co., Or.

SCALE	1"=60'	DATE	5/31/91
-------	--------	------	---------

DRAWN BY	TRACED BY	CHECKED
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**RLB**

**APPROVED**

**G2533**

DRG: NO. E-83/4



DATE SUBMITTED April 21, 1992

(For Clerk's Use)  
Meeting Date MAY 26 1992  
Agenda No. R-6

### REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Intergovernmental Agreement for Herman Miller Furnishings

Informal Only \* \_\_\_\_\_ (Date)      Formal Only \_\_\_\_\_ (Date)

DEPARTMENT Management Support Services      DIVISION Purchasing, Contracts & Stores

CONTACT Lillie Walker\Jeff Baer      TELEPHONE 248-5111

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Jeff Baer

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Request of the Board of County Commissioners, acting as PCRB, for approval of an Intergovernmental Agreement with the Oregon Public Utilities Commission to purchase Herman Miller furnishings under Multnomah County Bid No. B43-100-6044.

ACTION REQUESTED: 5/27/92 ORIGINALS TO JEFF BAER

☐ INFORMATION ONLY    ☐ PRELIMINARY APPROVAL    ☐ POLICY DIRECTION    ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

☐ PERSONNEL  
☐ FISCAL/BUDGETARY  
☐ GENERAL FUND  
☐ OTHER \_\_\_\_\_

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: \_\_\_\_\_

BUDGET/PERSONNEL \_\_\_\_\_

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) JLD

OTHER Lillie M. Walker  
(Purchasing, Facilities Management, etc.)

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1992 MAY 18 PM 2:25

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

RECEIVED  
PURCHASING SECTION  
92 APR 17 PM 2:04  
MULTNOMAH COUNTY

PUBLIC  
UTILITY  
COMMISSION

April 16, 1992

MR. JEFF BAER  
MULTNOMAH COUNTY PURCHASING DEPARTMENT  
2505 SE 11<sup>TH</sup>  
PORTLAND OR 97202

Dear Mr. Baer:

I would appreciate your adding my agency, the Public Utility Commission of Oregon, to your Inter-Agency Agreement with the Herman Miller company.

I understand, through Lou Scott of Environetics, that we would be able to purchase at pricing discounts negotiated in the agreement. I would appreciate a copy of the relevant portions of that agreement.

Thank you for your attention to this matter. On behalf of the PUC, I express my thanks for being able to purchase off your contract.

Truly,



John S. Thornton, Jr.  
Financial Economist  
Capital Analysis and Audit Section  
Financial Analysis Division  
tel: (503) 378-4629  
fax: (503) 373-7752

Barbara Roberts  
Governor



351 W Summer St. NE  
Salem, OR 97310-0335  
(503) 378-5849



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500732

Amendment #

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$10,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;"><b>RATIFIED</b>  <b>Multnomah County Board</b>  <b>of Commissioners</b>          R-6 May 26, 1992</p>
---	---	---

Contact Person Jeff Baer Phone 5111 Date 4-21-92

Department Nondepartmental Division Purchasing Bldg/Room 421/1

Description of Contract Intergovernmental Agreement to allow the County's contract for the purchase of Herman Miller furnishings to be used by the Oregon Public Utility Commission in accordance with Bid #B43-100-6044.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

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

Contractor Name Oregon Public Utilities Commission

Mailing Address 351 W. Summer St., N.E.  
Salem OR 97310-0335

Phone 378-5849 John Thornton, Jr.

Employer ID # or SS # \_\_\_\_\_

Effective Date Upon Signature

Termination Date 8-31-92

Original Contract Amount \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ \_\_\_\_\_

## Payment Term

☐ Lump Sum \$ \_\_\_\_\_

☐ Monthly \$ \_\_\_\_\_

☐ Other \$ \_\_\_\_\_

☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_

## REQUIRED SIGNATURES:

Department Manager \_\_\_\_\_

\* Purchasing Director Tiffie M. Walker  
(Class II Contracts Only)

County Counsel John L. DuBay

County Chair/Sheila Wade

Date \_\_\_\_\_

Date 4/24/92

Date 5/25/92

Date 5/26/92

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.											
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

**INTERGOVERNMENTAL AGREEMENT  
FOR PURCHASE OF FURNISHINGS AND OFFICE SYSTEMS**

THIS AGREEMENT, dated April 21, 1992, is between Multnomah County, a political subdivision of the State of Oregon (hereinafter County), and the Oregon Public Utility Commission, a political subdivision of the State of Oregon (hereinafter Oregon P.U.C.);

WHEREAS, the parties hereto are both political entities authorized to enter into intergovernmental agreements pursuant to ORS Chapter 190; and

WHEREAS, the County has conducted a request for bids and has selected Environetics, Inc. as the vendor of Herman Miller Action Office Furnishings and Accessories; and

WHEREAS, The County's contract with the vendor requires the vendor to make the same discounts on pricing available to other public entities through August 31, 1992; and

WHEREAS, Oregon P.U.C. wishes to make Herman Miller Action Office Furnishings and Accessories purchases pursuant to the County contract since such purchases will be in the public interest and will benefit the Oregon P.U.C. due to the advantageous pricing offered and the thoroughness of the County's bid process;


NOW, THEREFORE, the parties hereto agree as follows:


1. County assigns to Oregon P.U.C. the right to make purchases under the County's contract with Environetics, Inc. under County contract #500262 dated September 16, 1991.
2. This Agreement will expire on August 31, 1992.
3. The County assumes no liability, financial or otherwise, on behalf of Oregon P.U.C. for Oregon P.U.C.'s use of the County's contract with Environetics, Inc.

IN WITNESS WHEREOF, Oregon P.U.C. and the County have caused this contract to be executed by their duly authorized representative(s), all on the day and year first written above.

REVIEWED:

COUNTY OF MULTNOMAH, STATE OF OREGON

By   
Laurence Kressel, County Counsel

By   
Gladys McCoy, County Chair

**RATIFIED**  
**Multnomah County Board**  
**of Commissioners**

R-6 May 26, 1992

By \_\_\_\_\_

\_\_\_\_\_  
Title

R E Q U I R E M E N T S

C O N T R A C T

No. 500262

THIS AGREEMENT, made and entered into this 1st day of September, 1991, by and between the COUNTY OF MULTNOMAH, a home rule political subdivision of the State of Oregon (hereinafter referred to as "COUNTY"), and ENVIRONETICS, INC., 17380 Boones Ferry Road, Lake Oswego, 97034, Phone: (503) 635-8141, Lou Scott, (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, the COUNTY requires services which CONTRACTOR is capable of providing, under terms and conditions described; and

WHEREAS, CONTRACTOR is able and prepared to provide such services as COUNTY does hereinafter require, under those terms and conditions set forth,

IN CONSIDERATION of those mutual premises and the terms and conditions set forth hereinafter, the parties agree as follows:

ARTICLE I. Description of Goods

CONTRACTOR shall and will sell and deliver to the COUNTY, Herman Miller Action Office Furnishings and Accessories on a requirements basis per Bid No. B43-100-6044, in strict accordance with the plans and specifications prepared for the same, which plans and specifications shall be and are a part of this contract as much so as though they had been fully copied hereinto.

ARTICLE II. Payment

The COUNTY will pay to the CONTRACTOR for said services and material so sold and delivered the amount specified by the CONTRACTOR in response to the bid and incorporated herein, as Article VIII, being the sum named in the CONTRACTOR'S bid, subject to additions and deductions as hereinafter provided. Payment will be made not later than the 15th of the month following the current month within which services have been provided by the Contractor.

ARTICLE III. Payment Approval

No payment shall be made except upon the approval of the services and material so sold and delivered. Delivery shall be made at the time and place indicated by said official.

ARTICLE IV. Failure to Deliver

That in case of the CONTRACTOR'S failure to deliver said services within the time limited herein, the COUNTY shall have the right to supply the deficiency by procurement in the open market or otherwise purchasing any of the materials so required at such place as the COUNTY may elect, with a view to promptly obtaining said material, and at a fair and reasonable price at the expense of the CONTRACTOR, and in case said CONTRACTOR fails to perform any of the conditions of said contract, the right is hereby expressly reserved to the COUNTY to elect whether the CONTRACTOR shall be permitted to continue performance as to the remaining parts or whether the entire unperformed part shall be procured at the expense of the CONTRACTOR; provided, that in the event additional time for the performance of the contract is granted to the CONTRACTOR, the cost of inspection and other expense and damages to the COUNTY incidental thereof, if any, shall be charged to the CONTRACTOR.

ARTICLE V. Indemnification

The CONTRACTOR agrees to hold and save the COUNTY and all its officers and agents harmless from and against all claims of every nature or kind for or on account of the use of any patented article, combination or process which may affect the material delivered or work done under this contract.

ARTICLE VI. State Law Compliance

The CONTRACTOR agrees to make payment promptly as due to the all persons supplying such CONTRACTOR with labor or materials for the prosecution of the work provided for in this contract, and that said CONTRACTOR will not permit any lien or claim to be filed or prosecuted against the COUNTY on account of any labor or material furnished, and agrees further that no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week; unless in case of necessity or emergency, or where the public policy absolutely requires it, and in such case to pay wages in accordance with the provisions of ORS 279.334 and ORS 279.338 where applicable.

The CONTRACTOR agrees that should the CONTRACTOR fail, neglect or refuse to make prompt payment of any claim for labor or services furnished by any person for the prosecution of the work provided in this contract as said claim becomes due, whether said services and labor performed for said CONTRACTOR or a sub-contractor, fail, neglect, or refuse to make all contributions or amounts due the State Industrial Accident Fund or to the State Department of Revenue, then and in such event that said COUNTY and the other proper officers representing said COUNTY may pay such claim or funds to the person furnishing such labor or services or to the State Industrial Accident Commission or to the State Department of Revenue and charge the amount thereof against funds due or to become due said CONTRACTOR by reason of said contract, but payment of any such claims in the manner herein authorized shall not relieve the CONTRACTOR or his surety from its obligation with respect to any unpaid claims.

REQUIREMENTS CONTRACT

#500262

Page 3

The CONTRACTOR shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical or hospital care or other needed care and attention incident to sickness or injury to the employees of such CONTRACTOR of all sums which the said CONTRACTOR may or shall have deducted from the wages of his/her employees for such services.

ARTICLE VII. Nonappropriation

CONTRACTOR agrees to that if payment for this contract extends into COUNTY'S next fiscal year, it is made subject to future appropriations by the Board of County Commissioners of Multnomah County upon thirty (30) days written notice to CONTRACTOR of any such failure.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized officers the day and year first above written.

ENVIRONETICS, INC.

By [Signature]

Date: 9/30/91

93-0745619  
Federal I.D. Number

MULTNOMAH COUNTY, OREGON

Gladys McCoy

By [Signature]  
Gladys McCoy  
Multnomah County Chair

REVIEWED:

LAURENCE B. KRESSEL, County Counsel  
for Multnomah, Oregon

By [Signature]

Date: 9/24/91

# MULTNOMAH COUNTY, OREGON

INVITATION FOR BIDS B43-100-6044 To be opened 2:00 p.m., August 20, 1991.

SEALED BIDS will be received by the Purchasing Director of Multnomah County in the Ford Building Lobby, 2505 S.E. 11th Avenue, Portland, OR 97202, until August 20, 1991, 2:00 Pacific Time and will be publicly opened and read for furnishing:

## HERMAN MILLER FURNISHINGS AND ACCESSORIES ON A REQUIREMENTS BASIS FOR A PERIOD OF ONE YEAR WITH TWO, ONE YEAR OPTIONAL RENEWALS.

in estimated quantities as per specifications as indicated herein. To ensure proper bid identification and handling, USE THE BID ENVELOPE, attached herewith.

Protests to the specifications will not be considered unless detailed in official correspondence to the Purchasing Director and received seven (7) days or more prior to the opening date.

As required by ORS 279.021, Multnomah County shall always, price, fitness, and quality being equal, prefer supplies, goods, wares, merchandise, manufacturers or produce that has been grown, manufactured, or produced in this State and shall next prefer such as have been partially manufactured, grown, or produced in this State.

Also, the constitutional debt limitation for counties requires any County contract which extends beyond the current fiscal year to be executed subject to future appropriations to fund its provisions, and contract documents will reflect this condition.

Pursuant to Multnomah County Administrative Rules, the County may, in its discretion, waive the bid security requirements of ORS 279.033 for contracts other than those for public improvements. No proposal will be considered unless accompanied by a check payable to Multnomah County, certified by a responsible bank, or in lieu thereof a surety bond for an amount equal to ten percent of the aggregate proposal, unless otherwise specified in the space provided below. The successful bidder shall furnish a bond satisfactory to the Board in the full amount of the contract.

Surety Bond: WAIVED

The right is expressly reserved to reject any and all bids.

Dated at Portland, Oregon, August 9, 1991.

Publication Date: August 9, 1991.

Board of County Commissioners  
Multnomah County, Oregon

By

*Lillie M. Walker*  
Lillie M. Walker, Director  
Purchasing Section



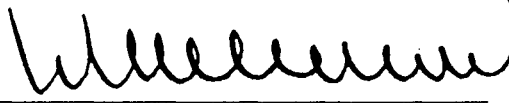
To the Board of County Commissioners:

The undersigned proposes to furnish the services herein mentioned at the unit price indicated, all in accordance with the specifications and provisions as herein above set forth, attached hereto and made a part hereof.

The undersigned bidder hereby represents as follows: That this bid is made without connection with any person, firm or corporation making a bid for the same material, and is in all aspects fair and without collusion or fraud.

Date: August 20, 1991

ENVIRONETICS, Inc.  
Legal Name of Firm or Corporation

By   
(Signature of Bidder)

President  
(Title)

17380 Boones Ferry Rd., Lake Oswego, OR 97035  
(Address)

### INSTRUCTIONS TO BIDDERS

#### IMPORTANT NOTICE RE: VENDOR SELECTION LIST

If your firm does not wish to bid at this time, but wishes to remain on the vendor selection list for other office furniture, please send a written "NO BID" to the above address or call Jeff Baer at (503) 248-5111 and submit a verbal "NO BID" no later than the opening date.

All vendors not responding (written or oral) to this invitation to bid may be automatically dropped from the future vendor selection list for this item category but will remain on all other lists applied for.

#### BID COPIES

#### **ATTENTION!**

The signature of the bidder supporting the bid must appear in the space provided for this purpose on the cover page.

The complete proposal should be submitted in its entirety and should not be torn apart.

THE BIDDER MUST SUBMIT ONE (1) ORIGINAL AND ONE (1) COMPLETE COPY OF THE BID DOCUMENTS.

#### METHOD OF AWARD

Award will be made to the bidder submitting the lowest responsive bid. The award will be made by an all or none basis either/or by individual item, as in the best interest of the County. The right is expressly reserved to reject any or all bids.

#### CANCELLATION OF AWARD

Multnomah County reserves the right to cancel award of the contract resulting from this bid at any time before execution of the contract by both parties if cancellation is deemed to be in Multnomah County's best interest. In no event shall Multnomah County have any liability for the cancellation of award. The bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bid.

#### EQUIVALENT PRODUCTS

No substitutions will be allowed on the Herman Miller brand, per Multnomah County PCRB exemption exempting this item from substitutions.

CLARIFICATION OF SPECIFICATIONS

Any vendor requiring further clarification of the information contained herein must submit specific questions in writing to:

Multnomah County  
Purchasing Section  
C/O Jeff Baer, Buyer  
2505 S.E. 11th Avenue  
Portland, Oregon 97202  
(503) 248-5111  
FAX (503) 248-3252

A written response will be provided to those questions which are deemed appropriate, copies of which will be sent to all vendors in receipt of this bid. Questions will not be answered verbally except those which would clarify specifications and requirements of this bid and as further provided herein. However, any actions or changes resulting from these communications will be forwarded to all bidders as an addendum to this bid. Oral instructions or information concerning the specifications for the projects or requirements given out by County Officers, employees, or agents to prospective bidders shall not bind the County. Any addenda shall be issued by the Purchasing Director no later than five (5) days prior to bid opening.

TERMS

F.O.B.

All prices are to be quoted F.O.B. destination to any location within Multnomah County, Oregon.

TERM OF PAYMENT

Discounts for early payment will be considered in awarding the bid if at least twenty (20) days are allowed for making payment. Discount time shall commence upon receipt of equipment or properly executed invoice, whichever is the later.

Please indicate terms in this space. Terms: net 15 days.

If terms are not indicated on the Bid, the invoice will be paid on a net thirty (30) days basis.

### DELIVERY

Timeliness is an integral part of the contract and the Contractor shall deliver and perform within the terms provided herein.

### PRICE STABILITY

Prices shall be firm for the agreement period.

### GUARANTEE OF PURCHASES

The County makes no guarantee as to the quantity of purchases that will be made from this agreement. The dollar figure being bid is an approximation only, based on prior usage.

## CONTRACT CONDITIONS

### TERM OF CONTRACT

The time period of this contract shall be from date of signature, 1991, through August 31, 1992.

### TRIAL PERIOD

The first sixty (60) days of the contract shall be a trial period as related to contract service and specification compliance.

A Contractor who is not in compliance during this "Trial Period", may be terminated by the County within ten (10) calendar days notice of noncompliance. The Contractor shall also have the option to give ten (10) calendar days notice of termination to the County during this trial period should conditions arise which would preclude the Contractor from complying with the Contract provisions. Should such a transaction occur, the County shall have the option to make a contract award offer to the best qualified Contractor who is the next lowest bidder.

### RENEWAL

The County shall have the option to renew this contract subject to approval of the Contractor, for two additional one year periods upon a thirty (30) day written notice. Any price adjustments must be submitted by the Contractor, with its approval of the renewal agreement, before the contract period expires. The County reserves the right to reject any renewal acceptance by the Contractor that contains modifications of the contract unacceptable to the County (at the sole discretion of the County).

Should the County not receive written acceptance of the renewal offer within two (2) weeks of the written notice to renew, it will be assumed that the Contractor accepts the terms, conditions, instructions, prices, percentages, etc., of the existing contract at time of renewal.

The County will be under no obligation to renew the contract. Multnomah County may, at its discretion, rebid the contract after the first or second contract period.

#### TERMINATION

This agreement may be terminated at any time, with cause, by the County or by the Contractor upon giving not less than thirty (30) days written notice of termination to the other party. The County may also terminate at any location that may be closed down or moved; such partial termination shall not affect the obligation of the Contractor to fulfill the contract at other locations. Failure to live up to the specifications will be considered good and sufficient cause.

#### INTERGOVERNMENTAL AGREEMENT

If requested, this offer shall be extended to any interested public agency pending the completion of an Intergovernmental Agreement between Multnomah County and the other public agency.

#### ASSIGNMENT

Neither the contract nor any of the requirements, rights, or privileges demanded by it may be sold, assigned, contracted, or transferred by the Contractor without the express written consent of the Purchasing Director of Multnomah County.

#### LIABILITY

The County does not accept any liability or responsibility, in whole or in part, for any damage which may be sustained in the performance of the contract, or injury to any employee, agent, representative, assignee or guest of the Contractor, including death, regardless of cause.

#### NONPERFORMANCE

In the event of nonperformance under the resulting contract, the County shall have the right to obtain from other sources such products and/or services as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work shall be borne by the Contractor.

For purposes of this section, nonperformance shall be defined as failure to appear and perform work and/or deliver goods as specified and scheduled.

### NONAPPROPRIATION

This contract is made expressly conditioned upon future appropriations by the Board of County Commissioners to fund its provision, to the extent that performance and payment extends in to the fiscal year subsequent to the year of award.

### INDEMNIFICATION

Contractor agrees to defend, hold and save the County and all its officers and agents harmless from and against all claims for loss, injury or damage to persons or property by Contractor arising out of any act or omission relating to this contract including but not limited to any damages, settlements, costs or attorney fees.

### STATE LAW COMPLIANCE

The successful bidder agrees to make payment promptly as due to all persons supplying such successful bidder with labor or materials for the prosecution of the work provided for in this contract, and that said successful bidder will not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, and agrees further that no person shall be employed for more than eight hours in any one day, or forty hours in any one week; unless in case of necessity or emergency, or where the public policy absolutely requires it, and in such cases to pay wages in accordance with the provisions of ORS 279.334 and ORS 227.338, where applicable.

The successful bidder agrees that should the successful bidder fail, neglect or refuse to make prompt payment of any claim for labor or services furnished by any person for the prosecution of the work provided in this contract as said claim becomes due, whether said services and labor be performed for said successful bidder or a sub-contractor, fail, neglect, or refuse to make all contributions or amounts due the State Industrial Accident Fund or to the State Unemployment Compensation Fund, and all sums withheld from employees due to the State Department of Revenue, then and in such event the said County and other proper officers representing said County may pay such claim or funds to the person furnishing such labor or services or to the State Industrial Accident Commission or to the State Unemployment Compensation or to the State Department of Revenue and charge the amount thereof against funds due or to become due said successful bidder by reason of his said contract, but payment of any such claims in the manner herein authorized shall not relieve the contractor or his surety from his or its obligation with respect to any unpaid claims.

The successful bidder shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical or hospital care or other needed care and attention incident to sickness or injury by the employees of any successful bidder agrees to pay for such services, and all moneys and sums which the successful bidder may or shall have deducted from the wages of his/her employees for such services.

BIDDING SHEET

Herman Miller furnishings and accessories on a requirements basis.

Prices will be based upon current list price minus discount at time of order.

Group A includes Action office, Encore and Eames tables.

Group B includes Equa and Ergon seating.

Group C includes Meridan and Freestanding files.

A.        61 % off list, standard delivery;  
          58 % off list, rapid response; and  
          64.5 % off list, for orders over \$ 250,000.00 list.

B.        54 % off list, standard delivery;  
          54 % off list, rapid response; and  
Negotiable % off list, for orders over \$ 250,000.00 list

MERIDIAN:

C.        50 % off list, standard delivery;  
          50 % off list, rapid response; and  
Negotiable % off list, for orders over \$ 250,000.00 list

Multnomah County purchases approximately \$100,000.00 worth of Herman Miller items per year.

C.b FREESTANDING FILES

          50% off list, standard delivery;  
          48% off list, rapid response; and  
Negotiable off list, for orders over \$ 250,000.00 list

BIDDER RESIDENCY STATEMENT

The 1987 Oregon Legislative Assembly enacted a reciprocal preference law which states, in part:

In determining the lowest responsible bidder, a public contracting agency shall, for the purpose of awarding the contract, add a percent increase on the bid of a nonresident bidder equal to the percent. If any, of the preference given to that bidder in the state in which the bidder resides.

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder is a "resident bidder".

"Nonresident bidder" means a bidder who is not a "resident bidder" as defined. . . .

1. CHECK ONE: Bidder is ☒ a resident bidder ☐ a nonresident bidder.

2. If a resident bidder, enter your Oregon business address:

17380 Boones Ferry Rd.

Lake Oswego, OR 97035

3. If a nonresident bidder, enter state of residency: \_\_\_\_\_

Bidder certifies that the information provided above is true and accurate.

Signature: William D. Miller Title: President

Name (Print or Type): William D. Miller

Firm: Environetics, Inc.

Telephone: 503-635-8141 Date: August 20, 1991



DATE SUBMITTED April 28, 1992

(For Clerk's Use)  
Meeting Date MAY 26 1992  
Agenda No. R-7

REQUEST FOR PLACEMENT ON THE AGENDA

Informal Only \* \_\_\_\_\_ (Date) Formal Only \_\_\_\_\_ (Date)

DEPARTMENT Management Support Svcs DIVISION Purchasing, Contracts & Stores

CONTACT Lillie Walker/Jeff Baer TELEPHONE 248-5111

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Jeff Baer

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Request of the Board of County Commissioners, acting as PCRB, for approval of an Intergovernmental Agreement with the City of Tualatin to purchase Herman Miller furnishings under Bid No. B43-100-6044.

5/27/92 originals to JEFF BAER

ACTION REQUESTED:

\_\_\_ INFORMATION ONLY \_\_\_ PRELIMINARY APPROVAL \_\_\_ POLICY DIRECTION X APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

\_\_\_ PERSONNEL  
\_\_\_ FISCAL/BUDGETARY  
\_\_\_ GENERAL FUND  
OTHER \_\_\_\_\_

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: \_\_\_\_\_

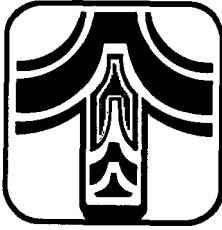
BUDGET/PERSONNEL \_\_\_\_\_

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER Lillie M. Walker  
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

BOARD OF  
COUNTY COMMISSIONERS  
1992 MAY 19 PM 2:24  
MULTNOMAH COUNTY  
OREGON



## CITY OF TUALATIN

PO BOX 369  
TUALATIN, OREGON 97062-0369  
(503) 692-2000

April 21, 1992

Jeff Baer  
Purchasing Department  
Multnomah County  
2505 S.E. 11th Avenue  
Portland, Oregon 97202


RE: Bid #43-100-6044

Dear Mr. Baer:

Thank you for your assistance in answering questions concerning Herman Miller Products.

The City of Tualatin would like to enter into an inter-governmental agreement with Multnomah County to purchase Herman Miller office furniture for our new telemetry stations. I understand the current vendor for this furniture is Environetics of Lake Oswego.

Sincerely,



Steve L. Clark  
Purchasing Agent

RECEIVED  
PURCHASING SECTION  
92 APR 22 PM 1:03  
MULTNOMAH COUNTY



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500742  
Amendment # \_\_\_\_\_

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><b>RATIFIED</b></p> <p><b>Multnomah County Board of Commissioners</b></p> <p>R-7 May 26, 1992</p>
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Contact Person Jeff Baer Phone 5111 Date 4-28-92

Department Nondepartmental Division Purchasing Bldg/Room 421/1

Description of Contract Intergovernmental Agreement to allow the County's contract for the purchase of Herman Miller furnishings to be used by the City of Tualatin in accordance with Bid #B43-100-6044.

RFP/BID # B43-100-6044 Date of RFP/BID 8-20-91 Exemption Exp. Date \_\_\_\_\_

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

Contractor Name Tualatin, City of

Mailing Address PO Box 369  
Tualatin OR 97062

Phone 692-2000, Steve Clark

Employer ID # or SS # \_\_\_\_\_

Effective Date Upon Signature

Termination Date 8-31-92

Original Contract Amount \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ \_\_\_\_\_

## Payment Term

☐ Lump Sum \$ \_\_\_\_\_

☐ Monthly \$ \_\_\_\_\_

☐ Other \$ \_\_\_\_\_

☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_

## REQUIRED SIGNATURES:

Department Manager

*John D. Walker*  
Purchasing Director  
(Class II Contracts Only)

County Counsel *John D. Baer*

County Chair/Sheriff *Stacy McCarty*

Date \_\_\_\_\_

Date 5/5/92

Date 5/15/92

Date 5/26/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.											
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

**INTERGOVERNMENTAL AGREEMENT  
FOR PURCHASE OF FURNISHINGS AND OFFICE SYSTEMS**

**THIS AGREEMENT**, dated April 28, 1992, is between Multnomah County, a political subdivision of the State of Oregon (hereinafter County), and the City of Tualatin, a political subdivision of the State of Oregon (hereinafter the City of Tualatin);

**WHEREAS**, the parties hereto are both political entities authorized to enter into intergovernmental agreements pursuant to ORS Chapter 190; and

**WHEREAS**, the County has conducted a request for bids and has selected Environetics, Inc. as the vendor of Herman Miller Action Office Furnishings and Accessories; and

**WHEREAS**, The County's contract with the vendor requires the vendor to make the same discounts on pricing available to other public entities through August 31, 1992; and

**WHEREAS**, the City of Tualatin wishes to make Herman Miller Action Office Furnishings and Accessories purchases pursuant to the County contract since such purchases will be in the public interest and will benefit the City of Tualatin due to the advantageous pricing offered and the thoroughness of the County's bidding process;

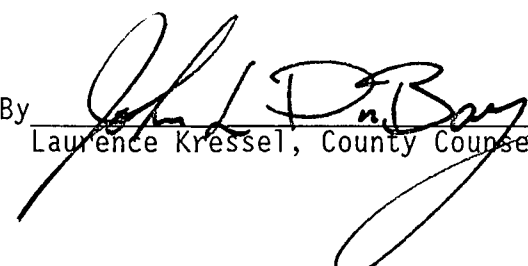
**NOW, THEREFORE**, the parties hereto agree as follows:

1. County assigns to the City of Tualatin the right to make purchases under the County's contract with Environetics, Inc. under County contract #500262 dated September 1, 1991.
2. This Agreement will expire on August 31, 1992.
3. The County assumes no liability, financial or otherwise, on behalf of the City of Tualatin for the City of Tualatin's use of the County's contract with Environetics, Inc.

**IN WITNESS WHEREOF**, the City of Tualatin and the County have caused this contract to be executed by their duly authorized representative(s), all on the day and year first written above.

**REVIEWED:**

**COUNTY OF MULTNOMAH, STATE OF OREGON**

By   
Laurence Kressel, County Counsel

By   
Gladys McCoy, County Chair

By \_\_\_\_\_

\_\_\_\_\_  
Title

**RATIFIED**  
**Multnomah County Board**  
**of Commissioners**

R-7 May 26, 1992

R E Q U I R E M E N T S

C O N T R A C T

No. 500262

THIS AGREEMENT, made and entered into this 1st day of September, 1991, by and between the COUNTY OF MULTNOMAH, a home rule political subdivision of the State of Oregon (hereinafter referred to as "COUNTY"), and ENVIRONETICS, INC., 17380 Boones Ferry Road, Lake Oswego, 97034, Phone: (503) 635-8141, Lou Scott, (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, the COUNTY requires services which CONTRACTOR is capable of providing, under terms and conditions described; and

WHEREAS, CONTRACTOR is able and prepared to provide such services as COUNTY does hereinafter require, under those terms and conditions set forth,

IN CONSIDERATION of those mutual premises and the terms and conditions set forth hereinafter, the parties agree as follows:

ARTICLE I. Description of Goods

CONTRACTOR shall and will sell and deliver to the COUNTY, Herman Miller Action Office Furnishings and Accessories on a requirements basis per Bid No. B43-100-6044, in strict accordance with the plans and specifications prepared for the same, which plans and specifications shall be and are a part of this contract as much so as though they had been fully copied hereinto.

ARTICLE II. Payment

The COUNTY will pay to the CONTRACTOR for said services and material so sold and delivered the amount specified by the CONTRACTOR in response to the bid and incorporated herein, as Article VIII, being the sum named in the CONTRACTOR'S bid, subject to additions and deductions as hereinafter provided. Payment will be made not later than the 15th of the month following the current month within which services have been provided by the Contractor.

ARTICLE III. Payment Approval

No payment shall be made except upon the approval of the services and material so sold and delivered. Delivery shall be made at the time and place indicated by said official.

## REQUIREMENTS CONTRACT

#500262

Page 2

### ARTICLE IV. Failure to Deliver

That in case of the CONTRACTOR'S failure to deliver said services within the time limited herein, the COUNTY shall have the right to supply the deficiency by procurement in the open market or otherwise purchasing any of the materials so required at such place as the COUNTY may elect, with a view to promptly obtaining said material, and at a fair and reasonable price at the expense of the CONTRACTOR, and in case said CONTRACTOR fails to perform any of the conditions of said contract, the right is hereby expressly reserved to the COUNTY to elect whether the CONTRACTOR shall be permitted to continue performance as to the remaining parts or whether the entire unperformed part shall be procured at the expense of the CONTRACTOR; provided, that in the event additional time for the performance of the contract is granted to the CONTRACTOR, the cost of inspection and other expense and damages to the COUNTY incidental thereof, if any, shall be charged to the CONTRACTOR.

### ARTICLE V. Indemnification

The CONTRACTOR agrees to hold and save the COUNTY and all its officers and agents harmless from and against all claims of every nature or kind for or on account of the use of any patented article, combination or process which may affect the material delivered or work done under this contract.

### ARTICLE VI. State Law Compliance

The CONTRACTOR agrees to make payment promptly as due to the all persons supplying such CONTRACTOR with labor or materials for the prosecution of the work provided for in this contract, and that said CONTRACTOR will not permit any lien or claim to be filed or prosecuted against the COUNTY on account of any labor or material furnished, and agrees further that no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week; unless in case of necessity or emergency, or where the public policy absolutely requires it, and in such case to pay wages in accordance with the provisions of ORS 279.334 and ORS 279.338 where applicable.

The CONTRACTOR agrees that should the CONTRACTOR fail, neglect or refuse to make prompt payment of any claim for labor or services furnished by any person for the prosecution of the work provided in this contract as said claim becomes due, whether said services and labor performed for said CONTRACTOR or a sub-contractor, fail, neglect, or refuse to make all contributions or amounts due the State Industrial Accident Fund or to the State Department of Revenue, then and in such event that said COUNTY and the other proper officers representing said COUNTY may pay such claim or funds to the person furnishing such labor or services or to the State Industrial Accident Commission or to the State Department of Revenue and charge the amount thereof against funds due or to become due said CONTRACTOR by reason of said contract, but payment of any such claims in the manner herein authorized shall not relieve the CONTRACTOR or his surety from its obligation with respect to any unpaid claims.

REQUIREMENTS CONTRACT

#500262

Page 3

The CONTRACTOR shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical or hospital care or other needed care and attention incident to sickness or injury to the employees of such CONTRACTOR of all sums which the said CONTRACTOR may or shall have deducted from the wages of his/her employees for such services.

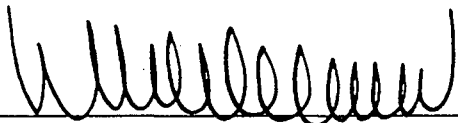
ARTICLE VII. Nonappropriation

CONTRACTOR agrees to that if payment for this contract extends into COUNTY'S next fiscal year, it is made subject to future appropriations by the Board of County Commissioners of Multnomah County upon thirty (30) days written notice to CONTRACTOR of any such failure.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized officers the day and year first above written.

ENVIRONETICS, INC.

By



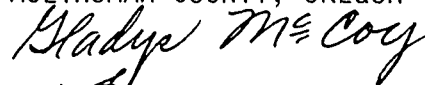
Date:

9/30/91

93-0745619

Federal I.D. Number

MULTNOMAH COUNTY, OREGON



By

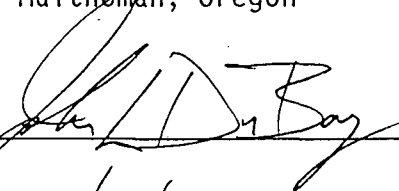


Gladys McCoy  
Multnomah County Chair

REVIEWED:

LAURENCE B. KRESSEL, County Counsel  
for Multnomah, Oregon

By



Date:

9/24/91

# MULTNOMAH COUNTY, OREGON

INVITATION FOR BIDS B43-100-6044 To be opened 2:00 p.m., August 20, 1991.

SEALED BIDS will be received by the Purchasing Director of Multnomah County in the Ford Building Lobby, 2505 S.E. 11th Avenue, Portland, OR 97202, until August 20, 1991, 2:00 Pacific Time and will be publicly opened and read for furnishing:

**HERMAN MILLER FURNISHINGS AND ACCESSORIES ON A REQUIREMENTS BASIS  
FOR A PERIOD OF ONE YEAR WITH TWO, ONE YEAR OPTIONAL RENEWALS.**

in estimated quantities as per specifications as indicated herein. To ensure proper bid identification and handling, USE THE BID ENVELOPE, attached herewith.

Protests to the specifications will not be considered unless detailed in official correspondence to the Purchasing Director and received seven (7) days or more prior to the opening date.

As required by ORS 279.021, Multnomah County shall always, price, fitness, and quality being equal, prefer supplies, goods, wares, merchandise, manufacturers or produce that has been grown, manufactured, or produced in this State and shall next prefer such as have been partially manufactured, grown, or produced in this State.

Also, the constitutional debt limitation for counties requires any County contract which extends beyond the current fiscal year to be executed subject to future appropriations to fund its provisions, and contract documents will reflect this condition.

Pursuant to Multnomah County Administrative Rules, the County may, in its discretion, waive the bid security requirements of ORS 279.033 for contracts other than those for public improvements. No proposal will be considered unless accompanied by a check payable to Multnomah County, certified by a responsible bank, or in lieu thereof a surety bond for an amount equal to ten percent of the aggregate proposal, unless otherwise specified in the space provided below. The successful bidder shall furnish a bond satisfactory to the Board in the full amount of the contract.

Surety Bond: WAIVED

The right is expressly reserved to reject any and all bids.

Dated at Portland, Oregon, August 9, 1991.

Publication Date: August 9, 1991.

Board of County Commissioners  
Multnomah County, Oregon

By Lillie M. Walker  
Lillie M. Walker, Director  
Purchasing Section



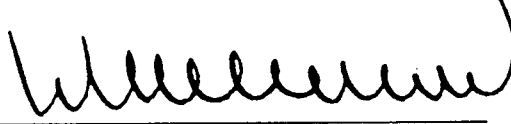
To the Board of County Commissioners:

The undersigned proposes to furnish the services herein mentioned at the unit price indicated, all in accordance with the specifications and provisions as herein above set forth, attached hereto and made a part hereof.

The undersigned bidder hereby represents as follows: That this bid is made without connection with any person, firm or corporation making a bid for the same material, and is in all aspects fair and without collusion or fraud.

Date: August 20, 1991

ENVIRONETICS, Inc.  
Legal Name of Firm or Corporation

By   
(Signature of Bidder)

President  
(Title)

17380 Boones Ferry Rd., Lake Oswego, OR 97035  
(Address)

### INSTRUCTIONS TO BIDDERS

#### IMPORTANT NOTICE RE: VENDOR SELECTION LIST

If your firm does not wish to bid at this time, but wishes to remain on the vendor selection list for other office furniture, please send a written "NO BID" to the above address or call Jeff Baer at (503) 248-5111 and submit a verbal "NO BID" no later than the opening date.

All vendors not responding (written or oral) to this invitation to bid may be automatically dropped from the future vendor selection list for this item category but will remain on all other lists applied for.

#### BID COPIES

#### **ATTENTION!**

The signature of the bidder supporting the bid must appear in the space provided for this purpose on the cover page.

The complete proposal should be submitted in its entirety and should not be torn apart.

THE BIDDER MUST SUBMIT ONE (1) ORIGINAL AND ONE (1) COMPLETE COPY OF THE BID DOCUMENTS.

#### METHOD OF AWARD

Award will be made to the bidder submitting the lowest responsive bid. The award will be made by an all or none basis either/or by individual item, as in the best interest of the County. The right is expressly reserved to reject any or all bids.

#### CANCELLATION OF AWARD

Multnomah County reserves the right to cancel award of the contract resulting from this bid at any time before execution of the contract by both parties if cancellation is deemed to be in Multnomah County's best interest. In no event shall Multnomah County have any liability for the cancellation of award. The bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bid.

#### EQUIVALENT PRODUCTS

No substitutions will be allowed on the Herman Miller brand, per Multnomah County PCRB exemption exempting this item from substitutions.

CLARIFICATION OF SPECIFICATIONS

Any vendor requiring further clarification of the information contained herein must submit specific questions in writing to:

Multnomah County  
Purchasing Section  
C/O Jeff Baer, Buyer  
2505 S.E. 11th Avenue  
Portland, Oregon 97202  
(503) 248-5111  
FAX (503) 248-3252

A written response will be provided to those questions which are deemed appropriate, copies of which will be sent to all vendors in receipt of this bid. Questions will not be answered verbally except those which would clarify specifications and requirements of this bid and as further provided herein. However, any actions or changes resulting from these communications will be forwarded to all bidders as an addendum to this bid. Oral instructions or information concerning the specifications for the projects or requirements given out by County Officers, employees, or agents to prospective bidders shall not bind the County. Any addenda shall be issued by the Purchasing Director no later than five (5) days prior to bid opening.

TERMS

F.O.B.

All prices are to be quoted F.O.B. destination to any location within Multnomah County, Oregon.

TERM OF PAYMENT

Discounts for early payment will be considered in awarding the bid if at least twenty (20) days are allowed for making payment. Discount time shall commence upon receipt of equipment or properly executed invoice, whichever is the later.

Please indicate terms in this space. Terms: net 15 days

If terms are not indicated on the Bid, the invoice will be paid on a net thirty (30) days basis.

#### DELIVERY

Timeliness is an integral part of the contract and the Contractor shall deliver and perform within the terms provided herein.

#### PRICE STABILITY

Prices shall be firm for the agreement period.

#### GUARANTEE OF PURCHASES

The County makes no guarantee as to the quantity of purchases that will be made from this agreement. The dollar figure being bid is an approximation only, based on prior usage.

### CONTRACT CONDITIONS

#### TERM OF CONTRACT

The time period of this contract shall be from date of signature, 1991, through August 31, 1992.

#### TRIAL PERIOD

The first sixty (60) days of the contract shall be a trial period as related to contract service and specification compliance.

A Contractor who is not in compliance during this "Trial Period", may be terminated by the County within ten (10) calendar days notice of noncompliance. The Contractor shall also have the option to give ten (10) calendar days notice of termination to the County during this trial period should conditions arise which would preclude the Contractor from complying with the Contract provisions. Should such a transaction occur, the County shall have the option to make a contract award offer to the best qualified Contractor who is the next lowest bidder.

#### RENEWAL

The County shall have the option to renew this contract subject to approval of the Contractor, for two additional one year periods upon a thirty (30) day written notice. Any price adjustments must be submitted by the Contractor, with its approval of the renewal agreement, before the contract period expires. The County reserves the right to reject any renewal acceptance by the Contractor that contains modifications of the contract unacceptable to the County (at the sole discretion of the County).

Should the County not receive written acceptance of the renewal offer within two (2) weeks of the written notice to renew, it will be assumed that the Contractor accepts the terms, conditions, instructions, prices, percentages, etc., of the existing contract at time of renewal.

The County will be under no obligation to renew the contract. Multnomah County may, at its discretion, rebid the contract after the first or second contract period.

#### TERMINATION

This agreement may be terminated at any time, with cause, by the County or by the Contractor upon giving not less than thirty (30) days written notice of termination to the other party. The County may also terminate at any location that may be closed down or moved; such partial termination shall not affect the obligation of the Contractor to fulfill the contract at other locations. Failure to live up to the specifications will be considered good and sufficient cause.

#### INTERGOVERNMENTAL AGREEMENT

If requested, this offer shall be extended to any interested public agency pending the completion of an Intergovernmental Agreement between Multnomah County and the other public agency.

#### ASSIGNMENT

Neither the contract nor any of the requirements, rights, or privileges demanded by it may be sold, assigned, contracted, or transferred by the Contractor without the express written consent of the Purchasing Director of Multnomah County.

#### LIABILITY

The County does not accept any liability or responsibility, in whole or in part, for any damage which may be sustained in the performance of the contract, or injury to any employee, agent, representative, assignee or guest of the Contractor, including death, regardless of cause.

#### NONPERFORMANCE

In the event of nonperformance under the resulting contract, the County shall have the right to obtain from other sources such products and/or services as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work shall be borne by the Contractor.

For purposes of this section, nonperformance shall be defined as failure to appear and perform work and/or deliver goods as specified and scheduled.

### NONAPPROPRIATION

This contract is made expressly conditioned upon future appropriations by the Board of County Commissioners to fund its provision, to the extent that performance and payment extends in to the fiscal year subsequent to the year of award.

### INDEMNIFICATION

Contractor agrees to defend, hold and save the County and all its officers and agents harmless from and against all claims for loss, injury or damage to persons or property by Contractor arising out of any act or omission relating to this contract including but not limited to any damages, settlements, costs or attorney fees.

### STATE LAW COMPLIANCE

The successful bidder agrees to make payment promptly as due to all persons supplying such successful bidder with labor or materials for the prosecution of the work provided for in this contract, and that said successful bidder will not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, and agrees further that no person shall be employed for more than eight hours in any one day, or forty hours in any one week; unless in case of necessity or emergency, or where the public policy absolutely requires it, and in such cases to pay wages in accordance with the provisions of ORS 279.334 and ORS 227.338, where applicable.

The successful bidder agrees that should the successful bidder fail, neglect or refuse to make prompt payment of any claim for labor or services furnished by any person for the prosecution of the work provided in this contract as said claim becomes due, whether said services and labor be performed for said successful bidder or a sub-contractor, fail, neglect, or refuse to make all contributions or amounts due the State Industrial Accident Fund or to the State Unemployment Compensation Fund, and all sums withheld from employees due to the State Department of Revenue, then and in such event the said County and other proper officers representing said County may pay such claim or funds to the person furnishing such labor or services or to the State Industrial Accident Commission or to the State Unemployment Compensation or to the State Department of Revenue and charge the amount thereof against funds due or to become due said successful bidder by reason of his said contract, but payment of any such claims in the manner herein authorized shall not relieve the contractor or his surety from his or its obligation with respect to any unpaid claims.

The successful bidder shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical or hospital care or other needed care and attention incident to sickness or injury by the employees of any successful bidder agrees to pay for such services, and all moneys and sums which the successful bidder may or shall have deducted from the wages of his/her employees for such services.

BIDDING SHEET

Herman Miller furnishings and accessories on a requirements basis.

Prices will be based upon current list price minus discount at time of order.

Group A includes Action office, Encore and Eames tables.

Group B includes Equa and Ergon seating.

Group C includes Meridan and Freestanding files.

A.        61 % off list, standard delivery;  
          58 % off list, rapid response; and  
          64.5 % off list, for orders over \$ 250,000.00 list.

B.        54 % off list, standard delivery;  
          54 % off list, rapid response; and  
          Negotiable % off list, for orders over \$ 250,000.00 list

MERIDIAN:

C.        50 % off list, standard delivery;  
          50 % off list, rapid response; and  
          Negotiable % off list, for orders over \$ 250,000.00 list

Multnomah County purchases approximately \$100,000.00 worth of Herman Miller items per year.

C.b FREESTANDING FILES

886Pur:7/91        50% off list, standard delivery;  
                      48% off list, rapid response; and  
          Negotiable off list, for orders over \$ 250,000.00 list

BIDDER RESIDENCY STATEMENT

The 1987 Oregon Legislative Assembly enacted a reciprocal preference law which states, in part:

In determining the lowest responsible bidder, a public contracting agency shall, for the purpose of awarding the contract, add a percent increase on the bid of a nonresident bidder equal to the percent. If any, of the preference given to that bidder in the state in which the bidder resides.

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder is a "resident bidder".

"Nonresident bidder" means a bidder who is not a "resident bidder" as defined. . . .

1. CHECK ONE: Bidder is ☒ a resident bidder ☐ a nonresident bidder.

2. If a resident bidder, enter your Oregon business address:

17380 Boones Ferry Rd.

Lake Oswego, OR 97035

3. If a nonresident bidder, enter state of residency: \_\_\_\_\_

Bidder certifies that the information provided above is true and accurate.

Signature: William D. Miller Title: President

Name (Print or Type): William D. Miller

Firm: Environetics, Inc.

Telephone: 503-635-8141 Date: August 20, 1991



Meeting Date: MAY 26 1992

Agenda No.: R-8

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement between City and County for Youth Employment Project

BCC Informal \_\_\_\_\_ (date) \_\_\_\_\_ BCC Formal \_\_\_\_\_ (date) \_\_\_\_\_

DEPARTMENT Social Services DIVISION Juvenile Justice

CONTACT Jana McLellan TELEPHONE 248-3460

PERSON(S) MAKING PRESENTATION Harold Ogburn/Lorenzo Poe

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

This Intergovernmental Agreement supports earlier Board discussion concerning the Youth Empowerment and Employment Demonstration Project. This agreement allows for the receipt of \$200,000. in city general funds for the first phase which supports nine participating agencies.

5/26/92 originals to Jana McLellan

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL \_\_\_\_\_

Or

DEPARTMENT MANAGER *Arday Crayhead*

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
MAY 15 AM 11:56



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
JUVENILE JUSTICE DIVISION  
1401 N.E. 68TH  
PORTLAND, OREGON 97213  
(503) 248-3460

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Gladys McCoy  
Multnomah County Chair

VIA: Ardys Craghead *Ardys*  
Interim Director, Department of Social Services

FROM: Harold Ogburn *Harold Ogburn*  
Director, Juvenile Justice Division

DATE: April 30, 1992

SUBJECT: Approval of an Intergovernmental Agreement Between Juvenile Justice Division  
and the City of Portland.

RECOMMENDATION: The Juvenile Justice Division recommends the County Chair and Board's approval of an intergovernmental agreement between the City of Portland and the Division for \$200,000 related to the Youth Employment and Empowerment Demonstration Project.

BACKGROUND/ANALYSIS: This agreement formalizes earlier discussions between the two governmental agencies as part of the Youth Empowerment and Employment Demonstration Project. Multnomah County has been deemed the contracting agent for this project. Within that role, the Juvenile Justice Division has taken the initiative to develop the attached intergovernmental agreement after lengthy conversations between representatives from each agency.

These dollars will be allocated to nine participating agencies associated with the demonstration project. Individual contracts will be for each of the nine agencies after the completion of this intergovernmental agreement. These dollars are allocated through June of 1993 and will cover services through that period to a minimum of 201 youth. The Juvenile Justice Division strongly recommends the Board's approval of the Intergovernmental Agreement.

## INTERGOVERNMENTAL AGREEMENT

This AGREEMENT is between Multnomah County through it's Juvenile Justice Division (COUNTY) and the City of Portland (CITY). It is for the period beginning June 1, 1992, and ending June 30, 1993.

### Recitals:

- A. There is a need to provide gang involved and gang affected youth with career based employment opportunities.
- B. A coalition of business, non-profit service agencies and government entities have committed to working together to provide and coordinate services to this population.
- C. Multnomah County has been designated to coordinate and provide service to this population.
- D. The COUNTY intends to contract with agencies of the Youth Employment and Empowerment Coalition to provide pre-employment, case management, and other support services.
- E. Funding is provided by the CITY of Portland, the State of Oregon, and other sources.
- F. The CITY has committed \$200,000; with \$100,000 allocated dollars forwarded upon completion of this intergovernmental agreement from FY 91-92, with the outstanding balance (\$100,000) designated funds in FY 92-93.
- G. The service agencies participating as the Youth Employment and Empowerment Coalition include: Urban League, Emanuel Community General Services, Yaun Child Care Center, Minority Youth Concerns Action Program, Open Meadow Learning Center, Portland House of Umoja, Private Industries Council, Serendipity Academy, Lents Education Center, Self Enhancement, Inc., Portland Opportunities Industrialization Center, Christian Women Against Crime, Give Us This Day, Northeast Neighborhood Coalition, Oregon Outreach and Mainstream Youth Program, Inc.
- H. The CITY now desires to enter into a formal agreement with the COUNTY for \$200,000 so that the COUNTY can proceed with this project without delay.

Now, therefore, in consideration of their mutual promises, the parties agree to the following:

### COUNTY's Responsibilities:

- A. The COUNTY will contract with agencies of the Youth Empowerment and Employment Coalition Project and the receiver of all money towards the development of that project.

# INTERGOVERNMENTAL AGREEMENT

City of Portland

Page 2 of 9

- B. The COUNTY will assign a minimum of one FTE Staff to coordinate the project and oversee contractual process, to be placed at the Juvenile Justice Division within the Department of Social Services.
- C. The COUNTY, within 30 days of completion of contracts with participating agencies, will forward all contracts and associated budgets to CITY.
- D. The COUNTY will report quarterly to the CITY regarding expenditures of all dollars associated with this contract for this project.
- E. The COUNTY will report quarterly to the CITY regarding the number of youth served and the services the youth receive under the terms of this project.

F. That COUNTY then agrees:

- 1) The Demonstration Phase of this project will allow no more than nine (9) agencies to begin services. After showing marked success, the remaining agencies will be allowed to actively participate in the project.
- 2) The **TARGET POPULATION** which this project will serve includes:
  - a) gang involved and gang affected youth;
  - b) ages 14 and older;
  - c) males and females;
  - d) referred for service from one of the Coalition agencies.
- 3) Under the terms of this agreement, a minimum of **380 youth will receive service**, of which a minimum of **323 will graduate from the pre-employment curriculum**, with a minimum of **243 being placed successfully in full, part, or summer time employment.**

The schedule for these youth includes the following timeline:

	May-July '92 9 Agencies	Aug.-Dec. '92 9 Agencies	Jan.-June '93 16 Agencies	May '92-June '93 Total
No. Referred	40	60	280	380
No. Graduated	36	54	233	323
No. Successfully Placed	32	48	163	243

## INTERGOVERNMENTAL AGREEMENT

City of Portland

Page 6 of 9

- 2) If it is determined from the COUNTY's expense statements or the audits referred to above that funds remain at the end of the agreement after approved expenses have been deducted from restricted funds paid under this agreement, such funds shall remain restricted and used to provide services during the subsequent agreement period. The COUNTY agrees that if this agreement is terminated prior to the agreement term ending date, or if immediately following expiration of this agreement the CITY and COUNTY do not enter into a subsequent agreement for the services hereunder contracted, the COUNTY will promptly refund the surplus restricted funds.
3. Billing: CITY will pay COUNTY in payments upon receipt of invoice from COUNTY, as covered under the periods designated in the terms of this agreement. A minimum of \$100,000 will be provided upon execution of this agreement, with an additional \$100,000 due as of July 1, 1992.
4. Program Records, Control Reports, and Monitoring Procedure: The COUNTY agrees to maintain program records including statistical records and to provide program records to the CITY at times and in the form prescribed by the CITY. The COUNTY agrees to establish and exercise such controls as are necessary to assure full compliance with the program requirements of this agreement. The COUNTY also agrees that a program and facilities review may be conducted at any reasonable time by persons authorized by the CITY. The COUNTY agrees to maintain fiscal records consistent with accepted accounting practices and controls, which will properly reflect all direct and indirect cost and funds expended in the performance of this agreement and all revenue received for programs under this agreement. The COUNTY agrees to collect financial statistics on a regular basis to make financial reports at times and in the form prescribed by the CITY.
5. Indemnification and Insurance: The COUNTY and the CITY shall not be responsible for any legal liability, loss, damages, costs, and expenses arising in favor of any person, on account of personal injuries, death, or property loss or damage occurring, growing out of incident to or resulting directly or indirectly from the acts of omissions of the other party under this agreement. Both the CITY and the COUNTY shall obtain and at all times keep in effect comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this agreement or shall self insure for such risks. Such liability insurance, whatever the form, shall be in the amount not less than the limits of the public body tort liability specified ORS 30.270. In the event of the unilateral cancellation or restriction by the insurance company of the COUNTY's insurance policy referred to in this paragraph, the COUNTY shall immediately notify the CITY verbally and in writing.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 1041052Amendment # —

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <div style="text-align: center;"> <b>RATIFIED</b>            REVENUE  <b>Multnomah County Board of Commissioners</b>            R-8 May 26, 1992         </div>

Contact Person Jana McLellan Phone 248 3460 Date 13 MAY 1992Department Social Services Division Juvenile Justice Bldg/Room 311/JJD

Description of Contract This intergovernmental agreement between the City of Portland and the County will allow for the receipt of \$200,000 devoted to the Youth Empowerment and Employment Demonstration Project. These dollars will be subcontracted to the nine participating agencies related to Phase I of this project.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name City of PortlandMailing Address City Hall, 1120 SW 5thPortland OR 97204Phone 503 832 4151

Employer ID # or SS # \_\_\_\_\_

Effective Date June 1, 1992Termination Date June 30, 1993Original Contract Amount \$ 200,000

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ 200,000**Payment Term**

- ☐ Lump Sum \$ \_\_\_\_\_  
☐ Monthly \$ \_\_\_\_\_  
☒ Other \$ (1/2 upon execution; 1/2 as of July 1992)  
☐ Requirements contract - Requisition required  
 Purchase Order No. \_\_\_\_\_  
☐ Requirements Not to Exceed \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**Department Manager *Ardis Craighead*Date 5-13-92Purchasing Director  
(Class II Contracts Only) *[Signature]*

Date \_\_\_\_\_

County Counsel *[Signature]*Date 5.14.92County Chair/Sheriff *[Signature]*Date 5/26/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REF CATEG REV new code	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	2540						City of Portland YEEP	\$200,000.	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

## INTERGOVERNMENTAL AGREEMENT

This AGREEMENT is between Multnomah County through it's Juvenile Justice Division (COUNTY) and the City of Portland (CITY). It is for the period beginning June 1, 1992, and ending June 30, 1993.

### Recitals:

- A. There is a need to provide gang involved and gang affected youth with career based employment opportunities.
- B. A coalition of business, non-profit service agencies and government entities have committed to working together to provide and coordinate services to this population.
- C. Multnomah County has been designated to coordinate and provide service to this population.
- D. The COUNTY intends to contract with agencies of the Youth Employment and Empowerment Coalition to provide pre-employment, case management, and other support services.
- E. Funding is provided by the CITY of Portland, the State of Oregon, and other sources.
- F. The CITY has committed \$200,000; with \$100,000 allocated dollars forwarded upon completion of this intergovernmental agreement from FY 91-92, with the outstanding balance (\$100,000) designated funds in FY 92-93.
- G. The service agencies participating as the Youth Employment and Empowerment Coalition include: Urban League, Emanuel Community General Services, Yaun Child Care Center, Minority Youth Concerns Action Program, Open Meadow Learning Center, Portland House of Umoja, Private Industries Council, Serendipity Academy, Lents Education Center, Self Enhancement, Inc., Portland Opportunities Industrialization Center, Christian Women Against Crime, Give Us This Day, Northeast Neighborhood Coalition, Oregon Outreach and Mainstream Youth Program, Inc.
- H. The CITY now desires to enter into a formal agreement with the COUNTY for \$200,000 so that the COUNTY can proceed with this project without delay.

Now, therefore, in consideration of their mutual promises, the parties agree to the following:

### 1. COUNTY's Responsibilities:

- A. The COUNTY will contract with agencies of the Youth Empowerment and Employment Coalition Project and the receiver of all money towards the development of that project.

# INTERGOVERNMENTAL AGREEMENT

City of Portland

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- B. The COUNTY will assign a minimum of one FTE Staff to coordinate the project and oversee contractual process, to be placed at the Juvenile Justice Division within the Department of Social Services.
- C. The COUNTY, within 30 days of completion of contracts with participating agencies, will forward all contracts and associated budgets to CITY.
- D. The COUNTY will report quarterly to the CITY regarding expenditures of all dollars associated with this contract for this project.
- E. The COUNTY will report quarterly to the CITY regarding the number of youth served and the services the youth receive under the terms of this project.
- F. That COUNTY then agrees:
  - 1) The Demonstration Phase of this project will allow no more than nine (9) agencies to begin services. After showing marked success, the remaining agencies will be allowed to actively participate in the project.
  - 2) The **TARGET POPULATION** which this project will serve includes:
    - a) gang involved and gang affected youth;
    - b) ages 14 and older;
    - c) males and females;
    - d) referred for service from one of the Coalition agencies.
  - 3) Under the terms of this agreement, a minimum of **380 youth will receive service**, of which a minimum of **323 will graduate from the pre-employment curriculum**, with a minimum of **243 being placed successfully in full, part, or summer time employment**.

The schedule for these youth includes the following timeline:

	May-July '92 9 Agencies	Aug.-Dec. '92 9 Agencies	Jan.-June '93 16 Agencies	May '92-June '93 Total
No. Referred	40	60	280	380
No. Graduated	36	54	233	323
No. Successfully Placed	32	48	163	243



## INTERGOVERNMENTAL AGREEMENT

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- 4) The **SERVICES** targeted at this population may include, but are not limited to, the following areas:
  - a) Pre-Employment Skills: Assessment, resume preparation, application writing, interviewing, career exploration, employment requirements (Social Security number, photo ID, Work Permits, Birth Certificate).
  - b) Job Readiness Skills/Work Maturity: Demonstrating positive attitudes and behaviors, being consistently punctual, maintaining regular attendance, presenting appropriate appearance, exhibiting good interpersonal relations, completing tasks effectively and in a timely manner, giving attention to instructions from supervisors, giving meaningful feedback to supervisor.
  - c) Job Site Monitoring: Consultation and mediation with the employer and the youth to resolve difficulties, individual and group conferences to improve work place attitude, support for the youth and employer to maintain a positive employment situation.
  - d) Academic Skills: GED preparation and completion, educational tutoring, alternative educational services, basic educational services.
  - e) Support Services: Case management, drug and alcohol assessment, treatment and recovery support, basic living needs (transportation, clothing, food), self-esteem enhancement, cultural awareness, life skills development, moral and social enhancement, support services for parents, extended family and friendship bonding.
- 5) These services will be provided through a collaborative effort of participating agencies. The **SERVICE DELIVERY MODEL** will include the following elements:

### Intake

- a) Multiple entry points for youth. All agencies participating in the Coalition will refer and serve youth.
- b) Youth will be assessed for current level of academic functioning and employability. A common assessment process will be used by all providers for both the reading and non-reading client.
- c) Agencies will conduct a uniform intake and collect common client information.
- d) Agencies will insure that youth have any essential employer required information.

## INTERGOVERNMENTAL AGREEMENT

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### Pre-employment Training

- a) Agencies will provide pre-employment training from curriculum which meets the commonly accepted work standards and competencies (see Attachment A).
- b) Youth will be evaluated for work maturity skills. Youth who have acquired work maturity skills and the accepted levels will be referred for a job placement interview. Youth who have not acquired work maturity skills will remain in extended pre-employment training and referred for other services as deemed necessary.

### Job Placement and Job Site Monitoring

- a) The Juvenile Justice Division will act as the single point of contact for job referrals. Employers will refer all jobs to the Division.
  - b) The Juvenile Justice Division will accept all job referrals and bring them to the Screening Committee of coalition agencies participating in the project. This Committee will coordinate the assignment of job referrals for interviews. This Committee will meet regularly to coordinate referrals to ensure a timely response to employers. The Division will coordinate this Committee's activity.
  - c) The participating coalition agencies will refer a pool of applicants to the employers for jobs.
  - d) Once a youth is hired, the participating agencies will provide job site monitoring services. The agencies will have regular contact with the youth and the employer and act as a resource to assist in resolving difficult situations. The agency will continue to provide support to insure a positive experience for the youth and the employer as long as needed.
- 6) The following **MILESTONES** will be established in the implementation of this project:
- a) Of the 380 youth served under this agreement, 323 youth (85%) will complete and graduate from the pre-employment training and curriculum;
  - b) Of those 323 youth graduating to the Screening Committee for employment interviews, 243 youth (75%) will be placed in full, part, or summer-time (unsubsidized) employment throughout the duration of this project.
  - c) Youth will be considered successful in their employment placements when they remain employed for a minimum of 60 days.

## INTERGOVERNMENTAL AGREEMENT

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- d) Ninety (90) and one hundred twenty (120) day follow-up interviews will be provided by youth serving agencies for their youth placed in job assignments.

- F. The COUNTY will follow generally accepted fiscal management and accounting principals.
- G. The COUNTY will provide for the CITY an annual project evaluation within three (3) months of project termination.
- H. The COUNTY will waive all administrative costs associated with this project.

### 2. CITY's Responsibilities:

- A. The CITY will pay the County on the following schedule:
  - 1) As of the execution of this agreement, \$100,000;
  - 2) As of July 1, 1992, \$100,000;
  - 3) As of January 1, 1993, if benchmarks are met and program is considered successful, additional monies will be sought out and may be paid by CITY, if authorized by the City Council.
- B. The CITY will bring to the COUNTY's attention any problems or concerns they have with the payment process, as soon as said problems occur.
- C. Funds paid by the CITY to the COUNTY under this agreement are restricted funds. The COUNTY agrees to expend the agreement funds strictly in accordance with the terms of this agreement.
- D. The CITY reserves the right to periodically audit and review the actual expense of the COUNTY for the following purposes:
  - 1) **AUDIT OF PAYMENTS.** The CITY, either directly or through a designated representative, may audit the records of the COUNTY at any time during the period covered under this agreement.

If an audit discloses that payments to the COUNTY were in excess of the amount to which the COUNTY was entitled, then the COUNTY shall repay the amount of the excess to the CITY.

## INTERGOVERNMENTAL AGREEMENT

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- 2) If it is determined from the COUNTY's expense statements or the audits referred to above that funds remain at the end of the agreement after approved expenses have been deducted from restricted funds paid under this agreement, such funds shall remain restricted and used to provide services during the subsequent agreement period. The COUNTY agrees that if this agreement is terminated prior to the agreement term ending date, or if immediately following expiration of this agreement the CITY and COUNTY do not enter into a subsequent agreement for the services hereunder contracted, the COUNTY will promptly refund the surplus restricted funds.
3. Billing: CITY will pay COUNTY in payments upon receipt of invoice from COUNTY, as covered under the periods designated in the terms of this agreement. A minimum of \$100,000 will be provided upon execution of this agreement, with an additional \$100,000 due as of July 1, 1992.
4. Program Records, Control Reports, and Monitoring Procedure: The COUNTY agrees to maintain program records including statistical records and to provide program records to the CITY at times and in the form prescribed by the CITY. The COUNTY agrees to establish and exercise such controls as are necessary to assure full compliance with the program requirements of this agreement. The COUNTY also agrees that a program and facilities review may be conducted at any reasonable time by persons authorized by the CITY. The COUNTY agrees to maintain fiscal records consistent with accepted accounting practices and controls, which will properly reflect all direct and indirect cost and funds expended in the performance of this agreement and all revenue received for programs under this agreement. The COUNTY agrees to collect financial statistics on a regular basis to make financial reports at times and in the form prescribed by the CITY.
5. Indemnification and Insurance: The COUNTY and the CITY shall not be responsible for any legal liability, loss, damages, costs, and expenses arising in favor of any person, on account of personal injuries, death, or property loss or damage occurring, growing out of incident to or resulting directly or indirectly from the acts of omissions of the other party under this agreement. Both the CITY and the COUNTY shall obtain and at all times keep in effect comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this agreement or shall self insure for such risks. Such liability insurance, whatever the form, shall be in the amount not less than the limits of the public body tort liability specified ORS 30.270. In the event of the unilateral cancellation or restriction by the insurance company of the COUNTY's insurance policy referred to in this paragraph, the COUNTY shall immediately notify the CITY verbally and in writing.

## INTERGOVERNMENTAL AGREEMENT

City of Portland

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6. Compliance With Applicable Law, Licensing, and Program Standards: The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract. COUNTY shall comply with applicable state, county, and municipal standards for licensing, certification, and operation of required facilities; shall maintain any applicable professional license or certificate required to perform these services described in this contract and shall comply with any other standards or criteria described in this contract.
7. Equal Rights: The COUNTY agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
8. Renegotiation or Modification: All alterations, variations, modifications, and waivers of provisions of this contract shall be valid only when they have been reduced to writing, signed by all parties, and attached to the original of this contract.
9. Excuses for Nonperformance: Neither party to this contract shall be held responsible for delay or failure in the performance of the activities required herein when such delay or failure is due to causes beyond the control and without the fault or negligence of the party. Such causes may include, but are not restricted to fire, flood, epidemic, strikes, acts of God, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers which cannot reasonably be forecast or provided against. Either party may terminate the contract after reasonably determining that such delay or failure will prevent continued performance of the contract and after given written notice to the other party of the cause, its effects on contract performance, and effective date of termination that the contract is so terminated the obligation of the CITY shall be limited to the payment for services provided in accordance with the contract prior to the date of termination.
10. Remedies: If the COUNTY fails to provide the services or perform any of the other requirements under the contract and such failure is not excused, the CITY, after given the COUNTY written notice of such failure may withhold part or all of the COUNTY's payment of services until such failure is corrected. If the COUNTY does not correct such failure within a reasonable time allowed by the CITY, the CITY may terminate the contract and any actions taken or not taken under it shall not affect the CITY's rights under the Termination section. The rights and remedies of the CITY in this section are not exclusive and are in addition to any other rights and remedies provided to the CITY by law or under this contract.
11. Termination:
  - A. This contract may be terminated by mutual consent of both parties or by either party upon sixty days written notice delivered personally or by certified mail.

## INTERGOVERNMENTAL AGREEMENT

City of Portland

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B. The CITY may also terminate this contract effective upon delivery of written notice to the COUNTY or at any later date as may be established by the CITY under any of the following conditions.

- 1) If CITY funding from federal, state, or other sources is not obtained; if decreased modified or limited; or if CITY expenditures are greater than anticipated such that funds are insufficient to allow for the purchase of services required under this contract. The contract may be modified to accommodate the change in available funds;
- 2) If federal or state laws, regulations, or requirements are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract and no longer qualify for the funding proposed for payments authorized by this contract;
- 3) If any license or certificate required by law or regulation to be held by the COUNTY to provide the services required by this contract is for any reason denied, revoked, not renewed or changed in such a way that the COUNTY no longer meets requirements for such license or certificate.

12. Hold Harmless Provision: To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, COUNTY agrees to defend, indemnify, save, and hold harmless the State of Oregon, The Department of Social Services, the CITY and their officers, agents, and employees from all claims, suits, or actions of whatever nature and any resulting damage, loss, cost, and expenses which they may sustain, incur, or be required to pay resulting from or arising out of acts, errors, or omissions of the COUNTY or its assignees, subcontractors, agents, or employees under this contract.

13. Funds Available and Authorized: The CITY certifies that at the time of signing this contract sufficient funds are authorized and available or anticipated to be available for the expenditure to finance costs of this agreement within the CITY's current appropriation or limitation.

INTERGOVERNMENTAL AGREEMENT

City of Portland

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

CITY OF PORTLAND, OREGON

By: \_\_\_\_\_  
Commissioner, Gretchen Kafoury

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

By: \_\_\_\_\_  
Barbara Clark, City Auditor

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeffery L. Rogers, City Attorney

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

MULTNOMAH COUNTY, OREGON

By: Gladys McCoy  
Chair, Board of Commissioners

Date: 5/26/92

By: Harold Ogburn  
Division Director

Date: 5/13/92

By: Shelley T. Doe Jr.  
Program Manager

Date: 5/13/92

REVIEWED By:

W. L. Lenz

for:

LAURENCE KRESSEL  
County Counsel for  
Multnomah County, Oregon

Date: 5.14.92

14379.JEM  
May 11, 1992

**RATIFIED**  
**Multnomah County Board**  
**of Commissioners**  
R-8 May 26, 1992

**"ATTACHMENT A"**  
**NORTHEAST RESCUE PLAN ACTION COMMITTEE**  
**EMPLOYMENT AND EMPOWERMENT COALITION'S**  
**WORK MATURITY COMPETENCIES**  
 January 1992

<u>Competency Area</u>	<u>Indicators</u>	<u>Benchmark</u>	<u>Assessment Method</u>
<b>1. Making Career Decisions</b>			
A. Aptitudes and Abilities	The participant will identify aptitudes/abilities correctly		Pre/Post Test
1) Entry Level		Given a list of aptitudes/abilities the participant will correctly identify at least seven which apply to him/herself	
2) Continuum Level		The participant will identify at least two career choices. Seven aptitudes/abilities for each career choice will be identified.	
B. Career Specific Skills	The participant will identify specific skill areas required for career interests correctly.		Pre/Post Test
1) Entry Level		The participant will identify three areas of career interest, and list five skills needed to successfully do each job.	
2) Continuum Level		For both areas of career interest identified in competency area A the participant will identify seven skills required to successfully do each job.	
<b>2. Using Labor Market Information</b>			
A. Labor Market Information Sources	The participant will demonstrate competence in the use of labor market information by identifying requirements for specific areas of employment.		Pre/Post Test
1) Entry Level		The participant will identify five sources of employment information. Using three job listings from the Want Ads, the participant will then identify three skills or qualities required to be qualified for each job with 100% accuracy.	
2) Continuum Level		The participant will complete three Career Research Worksheets with 100% accuracy.	



"ATTACHMENT A"

Northeast Rescue Plan Action Committee  
Employment and Empowerment Coalition's  
Work Maturity Competencies  
January 1992  
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<u>Competency Area</u>	<u>Indicators</u>	<u>Benchmark</u>	<u>Assessment Method</u>
3. Preparing Resumes, Thank You Letters, Cover Letters			
A. Written Job Search Tools	The participant will demonstrate the ability to correctly complete written job search tool.		Pre/Post Test
1) Entry Level		The participant will complete a Resume Worksheet with 100% accuracy.	
2) Continuum Level		The participant will produce a typed resume, a thank you letter, and a cover letter with 100% accuracy.	
4. Completing Applications			
A. Applications	The participant will demonstrate the ability to accurately complete applications for employment.		Pre/Post Test
1) Entry Level		The participant will complete one sample job application with 100% accuracy.	
2) Continuum Level		The participant will complete two retail job applications with 100% accuracy.	
5. Interviewing Skills			
A. Cold Calling	The participant will demonstrate the ability to complete cold calls successfully.		Pre/Post Test
1) Entry Level		The participant will complete the telephone script with 100% accuracy.	
2) Continuum Level		The participant will complete three mock calls while being rated by the trainer/advocate. The participant must receive a four out of five on the checklist for a mock telephone call.	
B. Mock Interviews	The participant will demonstrate the ability to complete job interviews successfully.		Pre/Post Test

"ATTACHMENT A"

Northeast Rescue Plan Action Committee  
Employment and Empowerment Coalition's  
Work Maturity Competencies  
January 1992  
Page 3 of 5

<u>Competency Area</u>	<u>Indicators</u>	<u>Benchmark</u>	<u>Assessment Method</u>
1) Entry Level		The participant will complete at least one mock job interview. The participant must receive at least an 11 of 15 on the checklist for a mock interview.	
2) Continuum Level		The participant will complete at least one mock job interview. The participant must receive at least 14 out of 15 on the checklist of a mock interview.	
6. Demonstrating Positive Attitudes/Behavior			
A. Attitudes/Behavior	The participant will:		Pre/Post Test
	1) Demonstrate interest and enthusiasm;		
	2) Be courteous and cooperative;		
	3) Demonstrate concern for equipment and property;		
	4) Follow site safety rules;		
	5) Maintain work area in a neat and orderly fashion;		
	6) Show initiative;		
	7) Accept unpleasant tasks.		
1) Entry Level		The participant will demonstrate competence in four out of the seven items (1 through 7) as listed above.	
2) Continuum Level		The participant will demonstrate competence in six out of the seven items (1 through 7) as listed above.	

"ATTACHMENT A"

Northeast Rescue Plan Action Committee  
Employment and Empowerment Coalition's  
Work Maturity Competencies  
January 1992  
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<u>Competency Area</u>	<u>Indicators</u>	<u>Benchmark</u>	<u>Assessment Method</u>
7. Exhibiting Good Interpersonal Relations			
A. Interpersonal Relations	The participant will:  1) Communicate with others in a friendly manner; 2) Avoid discussing personal matters on the job; 3) Follow notification procedures when late/absent; 4) Work effectively with other trainees/workers; 5) Can work independently when appropriate; 6) Deal with criticism in a positive manner; 7) Seek feedback regarding performance.		
1) Entry Level		The participant will demonstrate competence in four out of the seven items (1 through 7) as listed above.	Pre/Post Test
2) Continuum Level		The participant will demonstrate competence in six out of seven items (1 through 7) as listed above.	
8. Completing Tasks Effectively			
A. Task Completion	The participant will:  1) Follow oral and written instructions; 2) Begins work promptly and follows work schedule; 3) Demonstrate knowledge of job duties/training expectations; 4) Completes assigned tasks at an acceptable rate; 5) Work is done carefully and correctly; 6) Asks questions when unclear; 7) Adapts to changes in work/training environment.		Pre/Post Test

# "ATTACHMENT A"

Northeast Rescue Plan Action Committee  
Employment and Empowerment Coalition's  
Work Maturity Competencies  
January 1992  
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<u>Competency Area</u>	<u>Indicators</u>	<u>Benchmark</u>	<u>Assessment Method</u>
1) Entry Level		The participant will demonstrate competence in four out of the seven items (1 through 7) as listed above.	
2) Continuum Level		The participant will demonstrate competence in six out of seven items (1 through 7) as listed above.	
9. Presenting Appropriate Appearance			
A. Appropriate Appearance	The participant will correctly identify appropriate dress and grooming standards for specific work, training, classroom activities.		Pre/Post Test
1) Entry Level		The participant will be appropriately dressed and groomed 90% of the time while in a work, training, classroom setting.	
2) Continuum Level		The participant will be appropriately dressed and groomed 100% of the time while in a work, training, classroom setting	
10. Being Consistently Punctual			
A. Punctuality	The participant will consistently be on time to work, training, class.		Pre/Post Test
1) Entry Level		The participant will be on time 90% of the time to work, training, class.	
2) Continuum Level		The participant will be on time 95% of the time to work, training, class.	
11. Maintaining Regular Attendance			
A. Attendance	The participant will maintain regular attendance to work, training, class.		Pre/Post Test
1) Entry Level		The participant will be on time to work, training, class 90% of the time.	
2) Continuum Level		The participant will be on time to work, training, class 95% of the time.	

**ATTACHMENT B  
YOUTH EMPOWERMENT AND EMPLOYMENT PROJECT  
DEMONSTRATION PROJECT-APRIL 1992  
PHASE I**

AGENCY	DOLLARS	YOUTH
<b>RESIDENTIAL PROGRAMS</b>		
MYCAP	20,000	10
*Give Us This Day	12,500	5
Yaun	28,935	15
Oregon Outreach	<u>17,694</u>	<u>88</u>
Sub-total	79,129	118
<b>YOUNG WOMEN'S FOCUS</b>		
Youth Redirections	35,941	15
Urban League	<u>30,000</u>	<u>15</u>
Sub-total	65,941	30
<b>ALTERNATIVE PROGRAMS</b>		
POIC	9,607	13
CWAC	29,250	30
Lents	<u>25,767</u>	<u>10</u>
Sub-total	64,624	53
<b>TOTAL</b>	<b>209,694</b>	<b>201</b>

\*This program serves only young women so could also be placed in Young Women's Focus group.