

ANNOTATED MINUTES

*Tuesday, June 29, 1993 - 9:30 AM
Multnomah County Courthouse, Room 602*

REGULAR MEETING

Acting Chair Henry C. Miggins convened the meeting at 9:35 a.m., with Vice-Chair Gary Hansen, Commissioners Sharron Kelley, Tanya Collier and Dan Saltzman present.

REGULAR AGENDA

DEPARTMENT OF SOCIAL SERVICES

- R-1 *Ratification of Amendment No. 1 to Intergovernmental Agreement, Contract #102963, Between the City of Portland and Multnomah County, Housing and Community Services Division, Youth Program Office, Allocating \$100,000 Payment in Lieu of Taxes (PILOT) Funds for Emergency Youth Services, for the Period Upon Execution through June 30, 1993*

COMMISSIONER HANSEN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-1. REY ESPANA EXPLANATION AND RESPONSE TO BOARD QUESTIONS. AGREEMENT UNANIMOUSLY APPROVED.

- R-2 *Budget Modification DSS #66 Requesting Authorization to Decrease the Mental Health, Youth and Family Services Division Budget by a Total of \$231,628 to Reconcile Budget with Actual Funding Levels through State Revenue Amendment #49-R*

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER COLLIER, R-2 WAS UNANIMOUSLY APPROVED.

SHERIFF'S OFFICE

- R-3 *Budget Modification MCSO #19 Requesting Authorization to Transfer \$17,896 from Equipment to Personal Services, within the Corrections Division, Inmate Welfare Budget, to Fund a Temporary Chaplain*

COMMISSIONER HANSEN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-3. LARRY AAB EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-4 *ORDER in the Matter of Canceling Uncollectible Personal Property Taxes, 1984-85 through 1989-90*

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-4. KATHY TUNEBERG EXPLANATION AND RESPONSE TO BOARD QUESTIONS. ORDER 93-234 UNANIMOUSLY APPROVED.

- R-5 *Budget Modification DES #31 Requesting Authorization to Transfer \$130,000 from Road Fund Contingency to Personal Services, within the Transportation Division Budget, for Fiscal Year 1992-93 Wage Settlements*

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, R-5 WAS UNANIMOUSLY APPROVED.

- R-6 *Budget Modification DES #32 Requesting Authorization to Transfer \$38,000 from General Fund Contingency to the Fair and Expo Division Budget, to Cover a Revenue Shortfall in the Fair Fund*

COMMISSIONER HANSEN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-6. BETSY WILLIAMS EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- R-7 *Budget Modification NOND #38 Requesting Authorization to Transfer Funds from Materials and Supplies to Capital Equipment, within the Commission District No. 1 Budget, to Purchase a Computer for Office Operations*

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-7. COMMISSIONER SALTZMAN EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-8 *Budget Modification NOND #39 Requesting Authorization to Transfer Funds from Materials and Supplies to Capital Equipment; within the Commission District No. 2 Budget, to Purchase Computers for Office Operations*

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-8. COMMISSIONER HANSEN EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

SERVICE DISTRICTS

(Recess as the Board of County Commissioners and convene as the Governing Body of Mid-County Street Lighting Service District No. 14)

- R-9 **RESOLUTION in the Matter of the Adoption of the 1993-94 Budget for Mid-County Street Lighting Service District No. 14, for the Fiscal Year July 1, 1993 to June 30,**

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-9. DAVE WARREN EXPLANATION. RESOLUTION 93-235 UNANIMOUSLY APPROVED.

(Recess as the Governing Body of Mid-County Street Lighting Service District No. 14 and convene as the Governing Body of Dunthorpe-Riverdale Sanitary Service District No. 1)

- R-10 *RESOLUTION in the Matter of the Adoption of the 1993-94 Budget for Dunthorpe-Riverdale Sanitary Service District No. 1, for the Fiscal Year July 1, 1993 to June 30, 1994 and Making Appropriations Thereunder, Pursuant to ORS 294.435*

UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, RESOLUTION 93-236 WAS UNANIMOUSLY APPROVED.

(Recess as the Governing Body of Dunthorpe-Riverdale Sanitary Service District No. 1 and reconvene as the Board of County Commissioners)

NON-DEPARTMENTAL

- R-11 *RESOLUTION in the Matter of the Adoption of the 1993-94 Budget for Multnomah County, Oregon, for the Fiscal Year July 1, 1993 to June 30, 1994 and Making the Appropriations Thereunder, Pursuant to ORS 294.435*

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-11. MR. WARREN EXPLANATION AND RESPONSE TO BOARD QUESTIONS. COMMISSIONER HANSEN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF THE TECHNICAL AMENDMENTS (AMENDMENT NO. 1). MR. WARREN RESPONSE TO BOARD QUESTIONS. AMENDMENT NO. 1 UNANIMOUSLY APPROVED. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER COLLIER, APPROVAL OF CARRYOVER AMENDMENT NO. 2 WAS UNANIMOUSLY APPROVED. UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER COLLIER, APPROVAL OF REVENUE AMENDMENT NO. 3 WAS UNANIMOUSLY APPROVED. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF TENTATIVELY APPROVED JUNE 25 AMENDMENTS (AMENDMENT NO. 4). MR. WARREN RESPONSE TO BOARD QUESTIONS AND DISCUSSION. BOARD COMMENTS. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, AN AMENDMENT TO PREVIOUS MOTION, DESCRIBING CONTRIBUTION TO THE ASSOCIATION FOR

PORTLAND PROGRESS AS A CONTRIBUTION TO ITS ECONOMIC IMPROVEMENT DISTRICT FOR TREATMENT FOR CHRONICALLY MENTALLY ILL (AMENDMENT NO. 4-A). BOARD COMMENTS. AMENDMENT NO. 4-A FAILED, WITH COMMISSIONERS COLLIER AND SALTZMAN VOTING AYE AND COMMISSIONERS KELLEY, HANSEN AND MIGGINS VOTING NO. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, AN AMENDMENT TO AMENDMENT NO. 4, APPROVING PAYMENT OF \$72,000 ASSESSMENT TO ASSOCIATION FOR PORTLAND PROGRESS (AMENDMENT NO. 4-B). AMENDMENT NO. 4-B APPROVED, WITH COMMISSIONERS COLLIER, SALTZMAN AND MIGGINS VOTING AYE AND COMMISSIONERS KELLEY AND HANSEN VOTING NO. AMENDMENT NO. 4 UNANIMOUSLY APPROVED AS AMENDED. MR. WARREN AND BOARD DISCUSSION. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, TO ALLOW DISCUSSION OF ONLY THOSE PROGRAM AMENDMENTS WHICH HAVE NO IMPACT ON THE GENERAL FUND (AMENDMENT NO. 5). BOARD COMMENTS. AMENDMENT NO. 5 FAILED, WITH COMMISSIONERS COLLIER AND SALTZMAN VOTING AYE AND COMMISSIONERS KELLEY, HANSEN AND MIGGINS VOTING NO. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, THAT ANY MOTION TO RESTORE AN AMENDMENT WHICH HAS GENERAL FUND MUST HAVE A CORRESPONDING CUT IDENTIFIED. BOARD COMMENTS (AMENDMENT NO. 6). BOARD COMMENTS AND DISCUSSION. AMENDMENT NO. 6 APPROVED, WITH COMMISSIONERS COLLIER, SALTZMAN AND MIGGINS VOTING AYE AND COMMISSIONERS KELLEY AND HANSEN VOTING NO. COMMISSIONER KELLEY DISCUSSION AND EXPLANATION IN RESPONSE TO QUESTIONS OF BILLI ODEGAARD AND MR. WARREN. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, THE APPROPRIATION OF \$21,000 TO HEALTH DEPARTMENT BUDGET TO FUND POSITION AND DEVELOP ILLEGAL DUMPING PROGRAM (HD 6) WAS UNANIMOUSLY APPROVED. BOARD COMMENTS AND DISCUSSION. MS. ODEGAARD AND TOM FRONK RESPONSE TO BOARD QUESTIONS. COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, TO RESTORE PATHOLOGY ASSISTANTS POSITIONS WITHIN CURRENT HEALTH DEPARTMENT BUDGET (HD 15). MR. WARREN AND MR. FRONK COMMENTS. BOARD COMMENTS. HD 15 UNANIMOUSLY APPROVED. COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF DA 6. KELLY BACON EXPLANATION. DA 6 UNANIMOUSLY APPROVED. LAURENCE KRESSEL

EXPLANATION IN RESPONSE TO BOARD QUESTIONS. COMMISSIONER SALTZMAN COMMENTS REGARDING SHERIFF'S OFFICE PRIORITIES. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER HANSEN, MCSO 33 WAS UNANIMOUSLY APPROVED. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER HANSEN, MCSO 34-R WAS UNANIMOUSLY APPROVED. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER HANSEN, DES 27, DES 29 AND DES 30 WERE UNANIMOUSLY APPROVED. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, NOND 8 WAS UNANIMOUSLY APPROVED. MR. WARREN EXPLANATION REGARDING BUDGET AMENDMENT REVENUE NO. 2. COMMISSIONER SALTZMAN EXPLANATION REGARDING CHILD ABUSE MULTI-DISCIPLINARY TEAM. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER HANSEN, BUDGET AMENDMENT REVENUE NO. 2 WAS UNANIMOUSLY APPROVED. COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF THE BUDGET AS AMENDED. BOARD COMMENTS. COURTHOUSE SECURITY, NEEDLE EXCHANGE AND HOOPER COLA FUNDS IN CONTINGENCY. RESOLUTION 93-237 ADOPTING BUDGET AS AMENDED UNANIMOUSLY APPROVED.

R-12 *RESOLUTION in the Matter of Levying Ad Valorem Property Taxes for Multnomah County, Oregon for Fiscal Year 1993-94*

UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, RESOLUTION 93-238 WAS UNANIMOUSLY APPROVED.

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, CONSIDERATION OF THE FOLLOWING UNANIMOUS CONSENT ITEM WAS UNANIMOUSLY APPROVED.

DISTRICT ATTORNEY

UC-1 *Ratification of Intergovernmental Agreement, Contract #500064, Between the State of Oregon, Department of Human Resources, Children's Services Division and Multnomah County, District Attorney's Office, Providing Legal Consultation and Processing, Filing and Litigating Cases in Multnomah County Juvenile Court Pursuant to State Law, for the Purpose of Terminating Parental Rights to Children who have been Neglected, Abused or Abandoned, for the Period July 1, 1993 through December 31, 1993*

UPON MOTION OF COMMISSIONER COLLIER, SECONDED

**BY COMMISSIONER SALTZMAN, AGREEMENT
UNANIMOUSLY APPROVED.**

There being no further business, the meeting was adjourned at 11:03 a.m.

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

Deborah L. Bogstad
Deborah L. Bogstad

*Tuesday, June 29, 1993 - 1:30 PM
Multnomah County Courthouse, Room 602*

WORK SESSION

WS-1 *Work Session to Consider Emergency Medical Services Ambulance Service Area Plan Elements. Public May Intend, However Invited Testimony Only, No Public Testimony. Facilitated by Bill Collins.*

**BILL COLLINS, JOHN PRAGGASTIS, ROY MAGNASON, LOU PARETTA, MARK DRAKE, PHIL MOYER, RANDY LOWRY, NEIL JAMES, DAVID LONG AND GARY OXMAN
PRESENTATION AND RESPONSE TO BOARD QUESTIONS.**

*Wednesday, June 30, 1993 - 9:00 AM
Multnomah County Courthouse, Room 602*

BOARD BRIEFING

B-1 *Update on the 1993 Legislative Session. Presented by Multnomah County Intergovernmental Relations Officer Fred Neal.*

**FRED NEAL AND HOWARD KLINK PRESENTATION AND
RESPONSE TO BOARD QUESTIONS.**

*Wednesday, June 30, 1993 - 9:30 AM
Multnomah County Courthouse, Room 602*

WORK SESSION

WS-2 *Work Session to Consider Emergency Medical Services Ambulance Service Area Plan Elements. Public May Intend, However Invited Testimony Only, No Public Testimony. Facilitated by Bill Collins.*

**BILL COLLINS, JOHN PRAGGASTIS, SGT. MERLIN JUILFS,
BOB YOESELE, DR. JOHN MOREHEAD, LYNN DAVIS, DAVID**

**PHILLIPS, MARK DRAKE, TRACE SKEEN, ALEX JENSEN,
DR. GARY OXMAN, RON HEINTZMAN AND RANDY
LEONARD PRESENTATION AND RESPONSE TO BOARD
QUESTIONS.**

*Thursday, July 1, 1993 - 9:30 AM
Multnomah County Courthouse, Room 602*

REGULAR MEETING

*Acting Chair Henry C. Miggins convened the meeting at 9:30 a.m., with
Commissioners Sharron Kelley, Tanya Collier and Dan Saltzman present.*

**UPON REQUEST OF COMMISSIONER COLLIER, C-4 WAS
REMOVED FROM THE CONSENT CALENDAR.**

CONSENT CALENDAR

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED
BY COMMISSIONER SALTZMAN, CONSENT CALENDAR
ITEMS C-1 THROUGH C-3 AND C-5 WERE UNANIMOUSLY
APPROVED.**

NON-DEPARTMENTAL

- C-1** *In the Matter of the Reappointment of Peter McGill to the MULTNOMAH COUNTY
AGRICULTURAL REVIEW BOARD*
- C-2** *In the Matter of the Appointments of Rafael Arrellano, Bill Muir, Dan Saltzman,
Hank Miggins, Gussie McRobert and Frank Roberts to the MULTNOMAH COUNTY
COMMUNITY ACTION COMMISSION*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-3** *FINAL ORDER Modifying Decision CU 20-92 in the Matter of Review of Condition
B of the Hearings Officer's Decision Approving a Non-Resource Related Dwelling
in the Multiple Use Forest District*

ORDER 93-239.

DEPARTMENT OF HEALTH

- C-5** *Ratification of Intergovernmental Agreement, Contract #200524, Between Multnomah
County and Multnomah Education Service District, Providing Shared Resources in
Order to Comply with ORS 433 Requiring the Establishment of a System to Identify,
Test and Track Students Born in Countries with High Rates of Tuberculosis, for the
Period July 1, 1993 through June 30, 1994*

REGULAR AGENDA

DISTRICT ATTORNEY

- R-1 *Ratification of Intergovernmental Agreement, Contract #700014, Between the State of Oregon, Department of Human Resources, Adult and Family Services Division and Multnomah County, District Attorney's Office, Providing 75 % Reimbursement of Prosecution Costs on Food Stamp Fraud Investigation Cases, for the Period July 1, 1993 through June 30, 1996*

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, R-1 WAS UNANIMOUSLY APPROVED.

- R-2 *Ratification of Intergovernmental Agreement, Contract #700024, Between the City of Portland, Police Bureau and Multnomah County, Providing the District Attorney's Office with Three Full-Time Investigators, for the Period July 1, 1993 through June 30, 1994*

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, R-2 WAS UNANIMOUSLY APPROVED.

- R-3 *Ratification of Intergovernmental Agreement, Contract #700044, Between the City of Portland, Police Bureau and Multnomah County, District Attorney's Office, to Fund One Detective for Services Related to the Multi-Agency Gaming Law Enforcement Revenue Task Force, for the Period February 22, 1993 through June 30, 1993*

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-3.

Vice-Chair Gary Hansen arrived at 9:35 a.m.

AGREEMENT UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- R-4 *Ratification of Intergovernmental Agreement, Contract #500463, Between Multnomah County, Multnomah County Sheriff's Office and the City of Portland, Providing the City's Bureau of Emergency Communications an Emergency Back-Up Location at the Multnomah County Sheriff's Office, 12240 NE Glisan, for the Period Upon Execution through June 30, 1999*

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, R-4 WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-5 *First Reading and Possible Adoption of an ORDINANCE Relating to the Establishment, Membership, and Operation of the Multnomah County Citizen*

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF FIRST READING AND ADOPTION. LAURENCE KRESSEL RESPONSE TO BOARD QUESTIONS. COMMISSIONER SALTZMAN MOVED, SECONDED BY COMMISSIONER COLLIER, AMENDMENT TO (B)(1) STATING THE CITIZEN BIKEWAY ADVISORY COMMITTEE SHALL BE APPOINTED BY THE COUNTY CHAIR UPON THE APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS. JOY AL SOFI TESTIMONY. AMENDMENT UNANIMOUSLY APPROVED. MR. KRESSEL RESPONSE TO BOARD QUESTION. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER SALTZMAN, ORDINANCE 770 AS AMENDED UNANIMOUSLY APPROVED.

- R-6 *Ratification of Intergovernmental Agreement, Contract 302613, Between Multnomah County and Powell Valley Water District, Incorporating Needed Water Line Improvements for SE Foster Road Construction Project (SE 122nd - SE 136th)*

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

- R-7 *RESOLUTION Recommending Approval of the Multnomah County 20 Year 1993-2012 Capital Improvement Plan and Program for Willamette River Bridges*

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-7. STAN GHEZZI EXPLANATION AND RESPONSE TO BOARD QUESTIONS. RESOLUTION 93-240 UNANIMOUSLY APPROVED.

- R-8 *ORDER in the Matter of Imposing Gross Weight Restriction on Vehicles Using the Morrison Bridge Over Willamette River*

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-8. MR. GHEZZI EXPLANATION AND RESPONSE TO BOARD QUESTIONS. ORDER 93-241 UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

- C-4 *Ratification of Intergovernmental Agreement, Contract #200514, Between Multnomah County and Oregon Health Sciences University, Providing a Single Point for Medical Direction, Data Collection and Research as Required by Multnomah County Code and Emergency Medical Services, for the Period July 1, 1993 through June 30, 1994*

COMMISSIONER COLLIER MOVED AND COMMISSIONER

KELLEY SECONDED, APPROVAL OF C-4. BILLI ODEGAARD EXPLANATION AND RESPONSE TO BOARD QUESTIONS. AGREEMENT UNANIMOUSLY APPROVED.

PUBLIC COMMENT

R-9 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

There being no further business, the meeting was adjourned at 10:04 a.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad
Deborah L. Bogstad

Thursday, July 1, 1993 - 1:30 PM
Multnomah County Courthouse, Room 602

PUBLIC HEARING

Acting Chair Henry C. Miggins convened the meeting at 1:38 p.m., with Vice-Chair Gary Hansen, Commissioners Sharron Kelley, Tanya Collier and Dan Saltzman present.

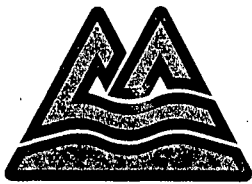
PH-1 *Board Hearing and Public Testimony on Emergency Medical Services Ambulance Service Area Submitted Plans and Plan Elements.*

CHARLIE HALES, JOHN PRAGGASTIS, MARK DRAKE, LYNN DAVIS, BEN WALTERS, RICHARD LAZAR, FRED CASH, JOHN SHIPLEY, CYNDY FLOCK, RYAN ROY, BOB YOESELE, WARREN ANDREWS, CHARLES SCADDEN, ERIC PEDERSEN, TAMMIE ANDERSON, SEAN RILEY, MARK WEBSTER, COLE THEANDER, EUGENE ZAHARIE, LORIN McPHERSON, RANDY BRUSSE, RON MARIANI, JAMES BEERY, RANDY LAUER, TERRY MARSH, GARY McLEAN, MARY ANN MORRISON, PONTINE ROSTECK, HAROLD STAIGLE, NIKKI JOHNSTON, BETH MURPHY, STEPHEN KAFOURY, JON JUI, FRANK SIMMONS AND KYLE GORMAN TESTIMONY AND RESPONSE TO BOARD QUESTIONS.

There being no further business, the meeting was adjourned at 4:40 p.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad
Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204

BOARD OF COUNTY COMMISSIONERS

GLADYS McCOY •	CHAIR •	248-3308
DAN SALTZMAN •	DISTRICT 1 •	248-5220
GARY HANSEN •	DISTRICT 2 •	248-5219
TANYA COLLIER •	DISTRICT 3 •	248-5217
SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •	248-3277 •	248-5222

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS FOR THE WEEK OF

JUNE 28 - JULY 2, 1993

Tuesday, June 29, 1993 - 9:30 AM - Regular MeetingPage 2
Tuesday, June 29, 1993 - 1:30 PM - Work SessionPage 3
Wednesday, June 30, 1993 - 9:00 AM - Board BriefingPage 4
Wednesday, June 30, 1993 - 9:30 AM - Work SessionPage 4
Thursday, July 1, 1993 - 9:30 AM - Regular MeetingPage 4
Thursday, July 1, 1993 - 1:30 PM - Public HearingPage 6

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

Thursday, 10:00 PM, Channel 11 for East and West side subscribers
Thursday, 10:00 PM, Channel 49 for Columbia Cable (Vancouver) 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, June 29, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

REGULAR AGENDA

DEPARTMENT OF SOCIAL SERVICES

- R-1 Ratification of Amendment No. 1 to Intergovernmental Agreement, Contract #102963, Between the City of Portland and Multnomah County, Housing and Community Services Division, Youth Program Office, Allocating \$100,000 Payment in Lieu of Taxes (PILOT) Funds for Emergency Youth Services, for the Period Upon Execution through June 30, 1993
- R-2 Budget Modification DSS #66 Requesting Authorization to Decrease the Mental Health, Youth and Family Services Division Budget by a Total of \$231,628 to Reconcile Budget with Actual Funding Levels through State Revenue Amendment #49-R

SHERIFF'S OFFICE

- R-3 Budget Modification MCSO #19 Requesting Authorization to Transfer \$17,896 from Equipment to Personal Services, within the Corrections Division, Inmate Welfare Budget, to Fund a Temporary Chaplain

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-4 ORDER in the Matter of Cancelling Uncollectable Personal Property Taxes, 1984-85 through 1989-90
- R-5 Budget Modification DES #31 Requesting Authorization to Transfer \$130,000 from Road Fund Contingency to Personal Services, within the Transportation Division Budget, for Fiscal Year 1992-93 Wage Settlements
- R-6 Budget Modification DES #32 Requesting Authorization to Transfer \$38,000 from General Fund Contingency to the Fair and Expo Division Budget, to Cover a Revenue Shortfall in the Fair Fund

NON-DEPARTMENTAL

- R-7 Budget Modification NOND #38 Requesting Authorization to Transfer Funds from Materials and Supplies to Capital Equipment, within the Commission District No. 1 Budget, to Purchase a Computer for Office Operations
- R-8 Budget Modification NOND #39 Requesting Authorization to Transfer Funds from Materials and Supplies to Capital Equipment, within the Commission District No. 2 Budget, to Purchase Computers for Office Operations

SERVICE DISTRICTS

(Recess as the Board of County Commissioners and convene as the Governing Body of Mid-County Street Lighting Service District No. 14)

- R-9 RESOLUTION in the Matter of the Adoption of the 1993-94 Budget for Mid-County Street Lighting Service District No. 14, for the Fiscal Year July 1, 1993 to June 30, 1994 and Making Appropriations Thereunder, Pursuant to ORS 294.435

(Recess as the Governing Body of Mid-County Street Lighting Service District No. 14 and convene as the Governing Body of Dunthorpe-Riverdale Sanitary Service District No. 1)

- R-10 RESOLUTION in the Matter of the Adoption of the 1993-94 Budget for Dunthorpe-Riverdale Sanitary Service District No. 1, for the Fiscal Year July 1, 1993 to June 30, 1994 and Making Appropriations Thereunder, Pursuant to ORS 294.435

(Recess as the Governing Body of Dunthorpe-Riverdale Sanitary Service District No. 1 and reconvene as the Board of County Commissioners)

NON-DEPARTMENTAL

- R-11 RESOLUTION in the Matter of the Adoption of the 1993-94 Budget for Multnomah County, Oregon, for the Fiscal Year July 1, 1993 to June 30, 1994 and Making the Appropriations Thereunder, Pursuant to ORS 294.435
- R-12 RESOLUTION in the Matter of Levying Ad Valorem Property Taxes for Multnomah County, Oregon for Fiscal Year 1993-94

Tuesday, June 29, 1993 - 1:30 PM

Multnomah County Courthouse, Room 602

WORK SESSION

- WS-1 Work Session to Consider Emergency Medical Services Ambulance Service Area Plan Elements. Public May Intend, However Invited Testimony Only, No Public Testimony. Facilitated by Bill Collins.
-

Wednesday, June 30, 1993 - 9:00 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFING

- B-1 Update on the 1993 Legislative Session. Presented by Multnomah County Intergovernmental Relations Officer Fred Neal.
-

Wednesday, June 30, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

WORK SESSION

- WS-2 Work Session to Consider Emergency Medical Services Ambulance Service Area Plan Elements. Public May Intend, However Invited Testimony Only, No Public Testimony. Facilitated by Bill Collins.
-

Thursday, July 1, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 In the Matter of the Reappointment of Peter McGill to the MULTNOMAH COUNTY AGRICULTURAL REVIEW BOARD
- C-2 In the Matter of the Appointments of Rafael Arrellano, Bill Muir, Dan Saltzman, Hank Miggins, Gussie McRobert and Frank Roberts to the MULTNOMAH COUNTY COMMUNITY ACTION COMMISSION

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-3 FINAL ORDER Modifying Decision CU 20-92 in the Matter of Review of Condition B of the Hearings Officer's Decision Approving a Non-Resource Related Dwelling in the Multiple Use Forest District

DEPARTMENT OF HEALTH

- C-4 Ratification of Intergovernmental Agreement, Contract #200514, Between Multnomah County and Oregon Health Sciences University, Providing a Single Point for Medical Direction, Data Collection and Research as Required by Multnomah County Code and Emergency Medical Services, for the Period July 1, 1993 through June 30, 1994

- C-5 Ratification of Intergovernmental Agreement, Contract #200524, Between Multnomah County and Multnomah Education Service District, Providing Shared Resources in Order to Comply with ORS 433 Requiring the Establishment of a System to Identify, Test and Track Students Born in Countries with High Rates of Tuberculosis, for the Period July 1, 1993 through June 30, 1994

REGULAR AGENDA

DISTRICT ATTORNEY

- R-1 Ratification of Intergovernmental Agreement, Contract #700014, Between the State of Oregon, Department of Human Resources, Adult and Family Services Division and Multnomah County, District Attorney's Office, Providing 75% Reimbursement of Prosecution Costs on Food Stamp Fraud Investigation Cases, for the Period July 1, 1993 through June 30, 1996
- R-2 Ratification of Intergovernmental Agreement, Contract #700024, Between the City of Portland, Police Bureau and Multnomah County, Providing the District Attorney's Office with Three Full-Time Investigators, for the Period July 1, 1993 through June 30, 1994
- R-3 Ratification of Intergovernmental Agreement, Contract #700044, Between the City of Portland, Police Bureau and Multnomah County, District Attorney's Office, to Fund One Detective for Services Related to the Multi-Agency Gaming Law Enforcement Revenue Task Force, for the Period February 22, 1993 through June 30, 1993

NON-DEPARTMENTAL

- R-4 Ratification of Intergovernmental Agreement, Contract #500463, Between Multnomah County, Multnomah County Sheriff's Office and the City of Portland, Providing the City's Bureau of Emergency Communications an Emergency Back-Up Location at the Multnomah County Sheriff's Office, 12240 NE Glisan, for the Period Upon Execution through June 30, 1999

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-5 First Reading and Possible Adoption of an ORDINANCE Relating to the Establishment, Membership, and Operation of the Multnomah County Citizen Bikeway Advisory Committee, and Declaring an Emergency
- R-6 Ratification of Intergovernmental Agreement, Contract 302613, Between Multnomah County and Powell Valley Water District, Incorporating Needed Water Line Improvements for SE Foster Road Construction Project (SE 122nd - SE 136th)
- R-7 RESOLUTION Recommending Approval of the Multnomah County 20 Year 1993-2012 Capital Improvement Plan and Program for Willamette River Bridges

R-8 ORDER in the Matter of Imposing Gross Weight Restriction on Vehicles Using the Morrison Bridge Over Willamette River

PUBLIC COMMENT

R-9 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

Thursday, July 1, 1993 - 1:30 PM

Multnomah County Courthouse, Room 602

PUBLIC HEARING

PH-1 Board Hearing and Public Testimony on Emergency Medical Services Ambulance Service Area Submitted Plans and Plan Elements.



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204

BOARD OF COUNTY COMMISSIONERS

GLADYS McCOY •	CHAIR •	248-3308
DAN SALTZMAN •	DISTRICT 1 •	248-5220
GARY HANSEN •	DISTRICT 2 •	248-5219
TANYA COLLIER •	DISTRICT 3 •	248-5217
SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •	248-3277 •	248-5222

SUPPLEMENTAL AGENDA

Tuesday, June 29, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

UNANIMOUS CONSENT ITEM

DISTRICT ATTORNEY

UC-1 Ratification of Intergovernmental Agreement, Contract #500064, Between the State of Oregon, Department of Human Resources, Children's Services Division and Multnomah County, District Attorney's Office, Providing Legal Consultation and Processing, Filing and Litigating Cases in Multnomah County Juvenile Court Pursuant to State Law, for the Purpose of Terminating Parental Rights to Children who have been Neglected, Abused or Abandoned, for the Period July 1, 1993 through December 31, 1993

0265C/91/db

MEETING DATE: JUL 01 1993

AGENDA NO: C-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: APPOINTMENTS

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: July 01, 1993

Amount of Time Needed: Consent Calendar

DEPARTMENT: Non-departmental DIVISION: Chair's Office

CONTACT: Kathy Millard TELEPHONE #: 248-3308

BLDG/ROOM #: 101/1310

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

APPOINTMENT TO: Agricultural Review Board

Peter McGill, re-appointment, term expires 7-1-95

CLERK OF
COUNTY OF CLATSOP
1993 JUN 22 PM 1:46
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Dark Higgins

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

MEETING DATE: JUL 01 1993

AGENDA NO: C-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: APPOINTMENTS

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: July
June 1, 1993

Amount of Time Needed: Consent Calendar

DEPARTMENT: Non-departmental DIVISION: Chair's Office

CONTACT: Kathy Millard TELEPHONE #: 248-3308
BLDG/ROOM #: 101/1310

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

APPOINTMENTS TO: Multnomah County Community Action Commission

Rafael Arrellano, Private Sector, term expires 6/30/95
Bill Muir, Private Sector, term expires 6/30/95
Commissioner Dan Saltzman, Public Sector, term expires 6/30/95
Acting Chair Hank Miggins, Public Sector, term expires 6/30/95
Mayor Gussie McRobert, Public Sector, term expires 6/30/95
Senator Frank Roberts, Public Sector, term expires 6/30/95

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Hank Miggins

OR

DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
1993 JUN 22 PM 1:40
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222



MULTNOMAH COUNTY COMMUNITY ACTION COMMISSION

421 SW Fifth #200

Portland OR 97204

(503) 248-5464

FAX (503) 248-3332



June 10, 1993

cc: Kathy

alex RECEIVED

JUN 14 1993

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

Acting-Chair Hank Miggins
Board of County Commissioners
106/1410

Dear Acting-Chair Miggins:

At its meeting on June 9, 1993, the Multnomah County Community Action Commission voted to recommend to the Acting-Chair for reappointment to the Community Action Commission the following persons whose terms expire on June 30, 1993:

In the Private Sector -

Rafael Arellano
Bill Muir

In the Public Sector -

Commissioner Dan Saltzman
Acting-Chair Hank Miggins
Mayor Gussie McRobert
Sen. Frank Roberts

The new terms for these members would expire on June 30, 1995.

According to County Ordinance 665, the Board of County Commissioners appoints members in the private and public sectors of the Community Action Commission.

The next meeting of the Commission is on Wednesday, July 7, 1993. Upon action by the Board, the Commission would like to seat these valuable members at that time.

Thank you for your attention to this matter.

Sincerely,

Bill Muir, Chair
MCCAC

Meeting Date: JUL 01 1993

Agenda No.: C-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: CU 20-92 Final Order

BCC Informal _____ BCC Formal June 3, 1993
(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: 2 Minutes

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 20-92 Adoption of Final Order Modifying Decision in the matter of CU 20-92, review of Condition B of the Hearings Officer Decision of April 13, 1993, approving a non-resource related dwelling in the MUF zoning district, subject to conditions.

7/6/93 copies to Sharon Cowley

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER *BH Willia*

(All accompanying documents must have required signatures)

1993 JUN 23 11 51 AM
MULTI-JURISDICTIONAL COUNTY
OREGON

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY**

Final Order Modifying Decision CU 20-92)	
In the Matter of Review of Condition B of the)	
Hearings Officer's Decision approving a)	ORDER
non-resource related dwelling in the MUF district)	93-239

On November 2, 1992 the Multnomah County Hearings Officer conducted a public hearing to consider a request for Conditional Use approval for a non-resource related single family dwelling on in the Multiple Use Forest district (CU 20-92). After hearing testimony from the applicant, the Hearings Officer closed the hearing but left the record open to allow additional written information to be submitted by the applicant. On April 13, 1993 the Hearings Officer issued a decision approving the request subject to conditions.

On April 26, 1993 the applicant appealed the Hearings Officer's Decision. The scope of the appeal was limited to reconsideration of Condition B of the Hearings Officer's approval. On May 25, 1993 The Board of County Commissioners (Board) conducted a public hearing.

After considering evidence and arguments from the appellant's representative, the Board ORDERS:

1. Condition B is modified to read as follows:

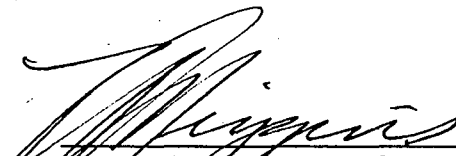
The house shall be set back 120 feet from the north property line and 150 feet from the east property line.

2. The Board adopts the following additional Findings and Conclusions:

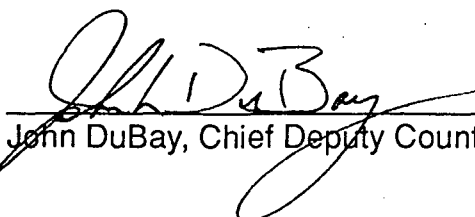
Information in the record indicates that if the dwelling were to be located 200 feet from the property lines it would preclude the septic drainfield from being located on the more level portion of the site, and would block road access to the well and water storage pond. The Board concludes that a 200 foot setback is not feasible.



DATED this 1st day of July, 1993.


Hank Miggins, Acting Chair

REVIEWED AS TO FORM:


John DuBay, Chief Deputy County Counsel

Meeting Date: JUL 01 1993

Agenda Number: C-4

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Ratification of intergovernmental Agreement with Oregon Health Sciences University

Board Briefing: _____ Regular Meeting: _____
(date) (date)

Department: Health Division: _____

Contact: Fronk Telephone: x4274

Person(s) Making Presentation: 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):

Ratification of Intergovernmental Agreement with Oregon Health Sciences University in which they will provide a single point for medical direction, data collection and research as required by Multnomah County Code (MCC) and Emergency Medical Services (EMS.)

7/6/93 originals to Herman Brane

BOARD OF
COUNTY COMMISSIONERS
1993 JUN 24 AM 10:44
MULTNOMAH COUNTY
OREGON

Signatures

Elected Official _____

OR

Department Director Tom Fronk ACTING

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676 TDD (503) 248-3816

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: H.C. Miggins
Acting County Chair

VIA: Billi Odegaard, Director
Health Department

FROM: Tom Fronk, Business Services Manager
Health Department *Tom*

DATE: April 9, 1993

SUBJECT: Oregon Health Sciences University Emergency Medical Services
Contract

Recommendation: The Health Division and the Department of Human Services recommend County Chair approval and Board ratification of this contract with Oregon Health Sciences University for the period July 1, 1993, to and including June 30, 1994.

Analysis: The Multnomah County Code (MCC) and Emergency Medical (EMS) rules require a single point for medical direction, data collection and research and the Oregon Health Sciences University is able to provide such a single point. The County has budgeted \$10,200 to reimburse Oregon Health Sciences University for the service.

Background: The contract operated in FY 92/93 and is being renewed.



CONTRACT APPROVAL FORM (See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

 Contract # 200514
 Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (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 APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-4</u> DATE <u>7/1/93</u> <u>DEB BOGSTAD</u> BOARD CLERK

 Department Health Division _____ Date _____
 Contract Originator Brame Phone x2670 Bldg/Room 160/2
 Administrative Contact Fronk Phone x4274 Bldg/Room 160/7
 Description of Contract Collection and correlation of data related to trauma care in Multnomah County.

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

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

 Contractor Name Oregon Health Sciences University
MRH Ambulance/Emergency Services
 Mailing Address 3181 S.W. Sam Jackson Park Road
Portland, Oregon 97201 MBS

 Phone 270-7500 / 279-8525
 Employer ID# or SS# 93-6001-786W
 Effective Date July 1, 1993
 Termination Date June 30, 1994
 Original Contract Amount \$ 10,200
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ _____

 Remittance Address _____
 (If Different) _____

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Requirements contract - Requisition required.	

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____
REQUIRED SIGNATURES:
 Department Manager [Signature]

 Purchasing Director
 (Class II Contracts Only) [Signature]

 County Counsel [Signature]

 County Chair / Sheriff [Signature]

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

 Encumber: Yes ☐ No ☐

 Date 6-14-93

Date _____

 Date 6-24-93

 Date July 1, 1993

Date _____

VENDOR CODE				VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	100	015	0240			6110				\$10,200		
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

MULTNOMAH COUNTY
AND
OREGON HEALTH SCIENCES UNIVERSITY
EMERGENCY MEDICAL SERVICE AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 1993, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and the OREGON HEALTH SCIENCES UNIVERSITY, acting by and through the Oregon State Board of Higher Education on behalf of the State of Oregon (hereinafter referred to as "STATE"),

WITNESSETH:

WHEREAS, COUNTY's Health Department requires services which Contractor is capable of providing, under terms and conditions hereinafter described, and

WHEREAS, STATE is able and prepared to provide such services as COUNTY does hereinafter require, under those terms and conditions set forth; now, and

WHEREAS, Multnomah County Code (MCC) and Emergency Medical Services (EMS) rules require a single medical direction point, a single point of data collection, and research, therefore

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Term.

The term of this Agreement shall be from July 1, 1993, to and including June 30, 1994, unless sooner terminated under the provisions hereof.

2. Services.

A. STATE shall furnish on-line medical direction and comply with the following performance indicators:

1) All calls requesting on-line medical direction must be answered by the appropriate physician in fifty-five (55) seconds at least ninety percent (90%) of the time.

2) STATE must provide a process to assure that staff physicians are knowledgeable of the protocols. This process may include but not be limited to: educational sessions, tests, and inservice for protocol updates. The process must be approved by COUNTY.

3) STATE will develop a process for Standard Operating Procedures (SOP) adoption which governs on-line medical direction. COUNTY will review operating procedures prior to their implementation. STATE will adhere to the SOPs at all times. Failure to provide these SOP's for COUNTY review is a breach of Contract.

4) A plan must be developed and approved by the COUNTY which details a problem solving process for any complaint or issues presented to the STATE's medical director or communications coordinator. This plan must assure a complaint resolution which will be furnished to the COUNTY no more than thirty (30) days from date of complaint filing.

5) The STATE will implement a quality assurance/quality improvement process that reviews standards, operations, and performance, identifying problems and their solutions. This process will allow for input from COUNTY, and will report summary data and findings to the Medical Advisory Board Quality Assurance Subcommittee on a quarterly basis.

6) The STATE will participate in the COUNTY's quality assurance process by providing a staff member, when requested, and by providing medical resource hospital data and information on a timely basis as requested by the Quality Assurance Committee.

7) The Medical Resource Hospital medical director shall meet with the Multnomah County physician supervisors at their regularly scheduled meetings to discuss online medical control issues and exchange information.

B. The STATE shall provide trauma communications coordination and comply with the following performance indicators. The trauma communications coordination function is being provided at the request of the Area Trauma Advisory Board (ATAB I).

1) All trauma communication coordination requests must be answered within ten (10) seconds ninety percent (90%) of the time.

2) The STATE must develop a process which allows for Standard Operating Procedures (SOP) adoption and includes the Area Trauma Advisory Board and COUNTY review prior to implementation. The STATE will adhere to the SOPs at all times.

3) The STATE must provide a plan which details a problem solving process for any complaint. The plan must assure that the STATE has an outcome from the complaint which will be furnished to the COUNTY no more than thirty (30) days from the date of complaint filing.

C. The state will assist in provision of inservice training to emergency medical technicians in Multnomah County and comply with the following performance indicators:

1) The number of inservices which will be offered in each year is twelve (12), but is adjustable to more or fewer at COUNTY and STATE discussion.

2) The coordination of those courses will be carried out through a joint arrangement with the STATE, COUNTY, and other hospitals in Multnomah County.

3) STATE services required are that cases and case summary for case review will be provided. One MRH physician will be in attendance to provide the case review.

D. STATE shall be responsible for central data collection for medical direction and trauma communication coordination activities. STATE shall comply with the following performance indicators:

1) STATE is to collect this data from Emergency Medical Technicians at the time that they contact STATE for on-line medical direction or Trauma Communications Coordination (TCC) functions.

2) The specific data points to be collected are referenced in appendix A.

3) Raw data points are to be provided to COUNTY for monthly periods. These will be in the form of diskettes in dBase 3 form, provided no later than the 30th of the following month.

4) The data points as described in appendix A may be modified upon the concurrence of COUNTY and STATE.

5) STATE shall provide a trauma communications center monthly report which complies with the format in appendix B.

6) The data (voice tapes, written reports, and all data points collected) is the sole property of COUNTY, which has the sole authority for release of the data. COUNTY shall prescribe guidelines to be used for the release of the data and STATE must follow these guidelines. It is the intent of guidelines that they facilitate and not impede academic research (see appendix C).

7) STATE shall also provide COUNTY proof of Joint Commission of American Hospitals (JCAH) accreditation and that it meets or exceeds all requirements of MCC 6.31.060 (A-6) and rules adopted pursuant thereto.

3. Compensation.

A. COUNTY agrees to pay STATE \$10,200 based on the following terms:

1) COUNTY agrees to maintain MRH radio base station, six UHF portable radios, and the multichannel recorder used to provide MRH communications.

2) One quarter advance of the total amount upon execution of this Agreement, balance payable in three (3) quarterly installments upon receipt of billings from STATE.

3) Expenditure reports are to be sent to the EMS Director, Health Department, 426 SW Stark, 9th Floor, Portland, Oregon 97204.

B. COUNTY certifies that either federal, state or local funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce Agreement funding accordingly. COUNTY will notify STATE as soon as it receives notification from funding source. Reduction or termination will not effect payment for accountable expenses prior to the effective date of such action.

C. All final billings affecting Agreement payments must be received within thirty (30) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of STATE.

4. Contractor is Independent Contractor

A. STATE is an independent contractor and is solely responsible for the conduct of its programs. STATE, its employees and agents shall not be deemed employees or agents of COUNTY.

B. STATE shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of STATE, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

C. COUNTY shall defend, hold and save harmless STATE, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

5. Workers Compensation

A. STATE shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

6. Contractor Identification

STATE shall furnish to COUNTY its employer identification number, as designated by the Internal Revenue Service.

7. Subcontracts and Assignment

STATE shall neither subcontract with others for any of the work prescribed herein, nor assign any of STATE'S rights acquired hereunder without obtaining prior written approval from COUNTY. COUNTY by this Agreement incurs no liability to third persons for payment of any compensation provided herein to STATE.

8. Access to Records

A. STATE agrees to permit authorized representatives of COUNTY, and/or the applicable Federal or State government audit agency to make such review of the records of the STATE as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. STATE shall permit authorized representatives of COUNTY Health Department to site visit all programs covered by this Agreement. Agreement costs disallowed as the result of such audits, review or site visits will be the sole responsibility of STATE. If a Agreement cost is disallowed after reimbursement has occurred, STATE will make prompt repayment of such costs.

9. Waiver of Default.

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the provisions of this Agreement.

10. Adherence to Law

A. STATE shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.

B. STATE shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, STATE must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4. STATE will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

11. Modification

A. In the event that COUNTY's Agreement obligation is amended by a federal or state initiated change, COUNTY shall amend this Agreement through written notification of changes sent to STATE by mail. STATE shall sign the amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY's notification document.

B. Any other amendments to the provisions of this Agreement, whether COUNTY or STATE initiated, shall be reduced to writing and signed by both parties.

12. Integration

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or Agreements.

13. Record Confidentiality

STATE agrees to keep all client records confidential in accordance with State and Federal statutes and rules governing confidentiality.

14. Early Termination

A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by STATE, or be cause for placing conditions on said funding and/or services, which may include withholding of funds. Waiver

by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.

B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.

C. Immediate termination or amendment by COUNTY may occur under any of the following conditions; or

1) Upon notice of denial, revocation, suspension or nonrenewal of any license or certificate required by law or regulation to be held by STATE to provide a service under this Agreement.

2) Upon notice if STATE fails to start-up services on the date specified in this Agreement, or if STATE fails to continue to provide service for the entire Agreement period.

3) Upon notice to COUNTY of evidence that STATE has endangered or is endangering the health and safety of clients/residents, staff, or the public.

D. Payment to STATE will include all services provided through the day of termination and shall be in full satisfaction of all claims by STATE against COUNTY under this Agreement.

E. Termination under any provision of this section shall not affect any right, obligation or liability of STATE or COUNTY which accrued prior to such termination.

15. Litigation.

A. STATE shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against STATE or any subcontractor of which STATE may be aware of which may result in litigation related in any way to this Agreement.

16. Oregon Law and Forum

This Agreement shall be construed according to the law of the state of Oregon.

17. Certification Regarding Lobbying

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

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this contract, the contractor shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

OREGON HEALTH SCIENCES UNIVERSITY

By _____
William C. Neland
Associate Vice President
for Administration

Date _____

93-6001786W
Federal I.D. Number

MULTNOMAH COUNTY, OREGON

By 
H.C. Miggins
Acting County Chair

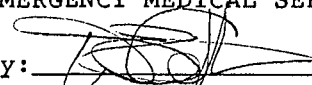
Date July 1, 1993

HEALTH DEPARTMENT

By: 
Billi Odegaard, Director

Date: 6-14-93

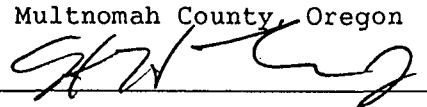
EMERGENCY MEDICAL SERVICES

By: 
William Collins, Director

Date: 6-11-93

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By: 

Date: 6-24-93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 7/1/93
DEB BOGSTAD
BOARD CLERK

Meeting Date: JUL 01 1993

Agenda Number: C-5

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Ratification of intergovernmental agreement with Multnomah Education Service District

Board Briefing: _____ Regular Meeting: _____
(date) (date)

Department: Health Division: _____

Contact: Fronk Telephone: x4274

Person(s) Making Presentation: 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):

Ratification of intergovernmental agreement with Multnomah Education Service District. County and contractor agree to share resources in order to comply with ORS 433 requiring the establishment of a system to identify, test, and track students born in countries with high rates of tuberculosis.

7/6/93 originals to Herman Braine

Signatures

Elected Official _____

OR

Department Director Tom Fronk ACTING

(All accompanying documents must have required signatures!)

1993 JUN 24 AM 10:43
COUNTY CLERK
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676 TDD (503) 248-3816

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: H.C. Miggins, Acting County Chair

VIA: Billi Odegaard, Director
Health Department *Billi*

FROM: Tom Fronk, Business Services Manager
Health Department *Tom*

DATE June 3, 1993

SUBJECT: Agreement With Multnomah Education Service District

Recommendation The Health Department recommends that the County Chair approve and the Board ratify this intergovernmental agreement with Multnomah Education Service District for the period July 1, 1993 to and including June 30, 1994.

Analysis The contractor desires the county's support in processing the tuberculosis documentation of students, preparing and distributing exclusion orders to schools and students, and monitoring compliance with exclusion orders. The county will assist contractor by providing physician consultation, training, and review of health education materials.

Background The contract expires June 30, 1993, and will be renewed for FY 93-94. The contract enables the county to assist the schools in compliance with ORS 433.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200524
Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (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 APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-5</u> DATE <u>7/1/93</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department HEALTH Division _____ Date _____Contract Originator Brame Phone x2670 Bldg/Room 160/2Administrative Contact Fronk Phone x4274 Bldg/Room 160/7
 Description of Contract The parties agree to share resources in order to comply with ORS 433. The statute requires the establishment of a system to identify, test, and track students born in countries with high rates of tuberculosis.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Multnomah Education Service DistrictMailing Address 11611 N.E. Ainsworth Circle
Portland, Oregon 97220Phone 255-1841Employer ID# or SS# N/AEffective Date July 1, 1993Termination Date June 30, 1994Original Contract Amount \$ N/A

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule

Terms

☐ Lump Sum \$ _____ ☐ Due on receipt☐ Monthly \$ _____ ☐ Net 30☐ Other \$ _____ ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:**Department Manager TOMMIE AGINGPurchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration
(Class I, Class II Contracts Only) _____Encumber: Yes ☐ No ☐

Date _____

Date _____

Date C-24-53Date July 1, 1993

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0755			6110		0382		N/A	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

EXCHANGE OF SERVICES
INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of the _____ day of _____, 1993, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon (hereinafter referred to as "COUNTY"), and Multnomah Education Services District (hereinafter referred to as "DISTRICT").

W I T N E S S E T H :

WHEREAS, COUNTY'S Health Department requires services which DISTRICT is capable of providing, under terms and conditions hereinafter described, and

WHEREAS, DISTRICT is able and prepared to provide such services as COUNTY does hereinafter require, under those terms and conditions set forth; now, therefore,

WHEREAS, DISTRICT requires services which COUNTY is capable of providing, under terms and conditions hereinafter described, and

WHEREAS, COUNTY'S Health Department is able and prepared to provide such services as DISTRICT does hereinafter require, under those terms and conditions set forth; now, therefore,

WHEREAS, it is mutually beneficial to both parties to enter into an Agreement under those terms and conditions set forth, now, therefore,

IN CONSIDERATION of those mutual promises and the conditions set forth hereafter, the parties agree as follows:

1. Term.

The term of this Agreement shall be July 1, 1993, through and including June 30, 1994, subject to earlier termination under Section 6 hereof. The Agreement will automatically renew on an annual basis until terminated in accordance with Section 6.

2. Services.

A. COUNTY's services upon request by DISTRICT shall consist of the following:

1. Physician review and authorization of standing orders/nursing protocols.
- 2) Consultation to registered nurse staff.
- 3) Training of DISTRICT nursing staff in physical assessment skills through providing instruction by physician or mid-level practitioner.
- 4) Review of health education materials.

B. DISTRICT'S services upon request by COUNTY shall consist of the following:

- 1) Process tuberculosis documentation submitted by parents to clarify demographic and medical information.
- 2) Prepare and distribute exclusion orders to schools and students.
- 3) Monitor exclusion orders and students' compliance with such orders.

3. Compensation.

A. There will be no exchange of funds for the exchange of services between the parties.

4. Parties as Independent Contractors.

A. DISTRICT is an independent contractor and is solely responsible for the provision of services as provided under this Agreement. DISTRICT, its agents, and employees shall not be considered employees or agents of COUNTY for any purpose.

B. COUNTY is an independent contractor and is solely responsible for the provision of service as provided under this Agreement. COUNTY, its agents, and employees shall not be considered employees or agents of DISTRICT for any purpose.

C. DISTRICT shall hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of DISTRICT, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Constitution.

D. COUNTY shall hold and save harmless DISTRICT, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

5. Workers' Compensation Insurance

The parties shall obtain Workers' Compensation coverage for all of their workers and employees, either as a carrier insured employer or a self-insured employer as provided by ORS Chapter 656 prior to the execution of this Agreement. The parties further agree to maintain such coverage for the duration of this Agreement.

6. Early Termination.

A. This Agreement may be terminated prior to the expiration of the agreed-upon term:

- 1) By mutual written consent of the parties; or
- 2) By either party upon 30 days' written notice to the other, delivered by certified mail or in person.

B. Any notice provided for in this Agreement shall be served upon COUNTY by delivery to Director, Health Department, 426 SW Stark, 8th Floor, Portland, Oregon 97204 and upon DISTRICT by delivery to Superintendent, Multnomah Education Service District, 11611 NE Ainsworth Circle, Portland, Oregon 97220-1039.

7. Adherence to Law.

A. In connection with the activities under this Agreement, the parties agree to comply with all applicable federal, state, and local laws including but not limited to laws, rules, and regulations concerning equal employment opportunity, nondiscrimination in service delivery, and affirmative action.

8. Oregon Law and Forum.

This Agreement shall be construed according to the law of the state of Oregon.

9. Waiver of Default.

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the provisions of this Agreement.

10. Record Confidentiality.

The parties agree to keep all client records confidential in accordance with the applicable provisions of state law.

11. Assignment.

This Agreement may not be assigned by the parties without prior written consent of the other party.

12. Modification.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

13. Integration.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or Agreements.

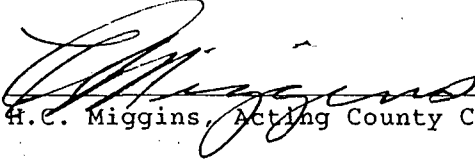
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

MULTNOMAH EDUCATION
SERVICE DISTRICT

By _____
Jerry W. Shiveley
Deputy Superintendent

Date _____

MULTNOMAH COUNTY, OREGON

By 
H.C. Miggins, Acting County Chair

Date July 1, 1993

HEALTH DEPARTMENT

By 
Billi Odegaard, Director

Date 6-14-93

HEALTH DEPARTMENT

By 
Program Manager

Date 6/9/93

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By 

Date 6-24-93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 7/1/93
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JUL 01 1993

AGENDA NO: R-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Renewal of the Adult & Family Services Division contract for reimbursement of prosecution costs related to UOPA and UOFS cases (unauthorized obtain public assistance & food stamps)

BOARD BRIEFING Date Requested:

Amount of Time Needed: 1 minute

REGULAR MEETING: Date Requested:

Amount of Time Needed:

DEPARTMENT: District Attorney DIVISION: Circuit Court Trial Division

CONTACT: Lisa Moore TELEPHONE #: 248-3133
BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: Kelly Bacon

ACTION REQUESTED:

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

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

This is a continuation of the current UOPA and UOFS contract which provides reimbursement of 75% of prosecution costs on these cases.

7/6/93 originals to Lisa Moore

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

OR

DEPARTMENT MANAGER: 

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

0516C/63

6/93

CLERK OF
COUNTY COMMISSIONERS
1993 JUN 24 AM 11:35
MULTNOMAH COUNTY
OREGON

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 7000014

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (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 APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-1</u> DATE <u>7/1/93</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department District Attorney Division Circuit Ct. Trial Date 6/3/93Contract Originator Lisa Moore Phone 248-3133 Bldg/Room 101/600Administrative Contact Lisa Moore Phone 248-3133 Bldg/Room 101/600Description of Contract Renewal of the AFS contract which provides 75% reimbursement of prosecution costs on Food Stamp on Unauthorized Aid to Dependent Families fraud cases per the attached schedule.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Adult and Family Services DivisionMailing Address Overpayment Unit
500 Summer St. NE
Salem, OR 97310Phone 378-4910Employer ID# or SS# 93-6001958Effective Date 7/1/93Termination Date 6/30/96

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]Purchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration
(Class I, Class II Contracts Only) _____Remittance Address _____
(If Different) _____

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐

Date _____

Date _____

Date 6-24-93Date July 1, 1993

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	023	2441			2333					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

AFS Contract No.

INTERGOVERNMENTAL AGREEMENT
Food Stamp Fraud Investigation and Prosecutions

The INTERGOVERNMENTAL AGREEMENT is made by and between the Adult and Family Services Division of the State of Oregon, Department of Human Resources, hereinafter referred to as AFS, and the County of Multnomah hereinafter referred to as County, and the District Attorney of County hereinafter referred to as D.A.

INTRODUCTION

AFS is the single state agency designated under laws of the State of Oregon to administer the State Food Stamp Program pursuant to federal requirements. AFS is authorized to enter into written agreements for the purpose of reimbursing district attorneys for allowable cost of Intentional Food Stamp Program violations and prosecutions according to Food and Nutrition Services (FNS) regulations.

D.A. is the qualified law officer in the State of Oregon authorized to perform prosecutions of all crimes, including Intentional Food Stamp Program violations.

County is the unit of local government authorized to cooperate by Agreement with a state agency of this State.

AGREEMENT

AFS, D.A. and the County desire to enter into an Intergovernmental Agreement for the purpose of obtaining the services of the D.A.'s office in investigating and prosecuting fraud in the Federal Food Stamp Program and for reimbursing the County for the federal share of allowable costs of these services. In entering into this Agreement, AFS, D.A. and County understand that federal financial participation (FFP) is available under Code of Federal Regulations (CFR) 7 CFR 277.15, at the matching rate of 75 percent of the allowable costs of investigating and prosecuting Intentional Food Stamp Program violations when done in conformance with the U.S. Department of Agriculture, FNS regulations.

TERM AND COMPENSATION

The maximum rate of compensation which may be earned by the County and D.A. is the prevailing rate of FFP. In the event of a change in the matching rate, this Agreement shall be deemed amended, without additional action by either party, to conform to the changed rates.

Reimbursement under this Agreement shall cover applicable allowable costs incurred during the period of July 1, 1993 through June 30, 1995.

The AFS Investigator will perform the investigation and AFS will submit the completed file to the D.A. for prosecution. Investigative costs shall not be billed by the County.

This Agreement may be terminated by either party upon sixty (60) days written notice or by mutual agreement at any time.

D.A. AND COUNTY AGREE TO:

1. Prosecute all cases submitted under this Agreement for violations of ORS 411.630 and/or ORS 411.840.
2. Upon conviction, recommend to the court that the defendant be disqualified from participating in the Food Stamp Program as provided in 7 CFR 273.16.
3. Pursue restitution from the defendant in all cases submitted by AFS, even those where charges may be dropped through plea bargaining or diversion agreements.
4. Make a good faith effort to obtain a Disqualification Consent Agreement (DCA) from the defendant in AFDC or Food Stamp cases when plea bargaining results in charges being dropped in that program. Unless a DCA has been signed, the federal government will not consider the prosecuting attorney eligible for funding when charges have been dropped through plea negotiations.
5. The use of the following fee schedule as determined by the time study performed by the Multnomah County District Attorney's Office and submitted to FFNS for approval.

The case is referred to the D.A. by the AFS investigator and:

Category A - is reviewed by the prosecutor and submitted to a grand jury for consideration.

Category B - charges are filed against the defendant, the prosecutor settles the case by plea negotiation and a Disqualification Consent Agreement is signed in cases where charges are dismissed.

Category C - charges are filed against the defendant and the prosecutor resolves the case through court trial.

The fees for services are as follows:

<u>Period Beginning</u>	<u>Category A</u>	<u>Category B</u>	<u>Category C</u>
July 1, 1993	\$59	\$287	\$860
July 1, 1994	\$62	\$301	\$903
July 1, 1995	\$65	\$316	\$948

6. Keep the reimbursement schedule in effect until the parties mutually agree to amend such fees, provided, however, that upon written notification and verification from the District Attorney, figures will be adjusted periodically to include salary adjustments.
7. Submit to AFS in the format shown on Attachment 2 to this Agreement, a detailed billing for the D.A.'s allowable costs of prosecuting potential violations in the Food Stamp Program or AFDC programs.
8. Maintain records that document the units of service, as defined in Attachment 1 to this Agreement, performed during the term of this Agreement. The records shall be available at all reasonable times for inspection or audit or making excerpts by authorized personnel from Department of Human Resources (DHR), AFS, the Division of Audits, Secretary of State, and by Federal officials.
9. Maintain confidentiality pursuant to 7 CFR 272.1, 45 CFR 205.50 and ORS 411.320 on all cases submitted to them.
10. Reimburse AFS for any amounts paid by AFS to the County for costs which are disallowed by the Federal Government. Reimbursement will be made within twenty (20) work days of receipt by the County from AFS of a copy of a notice of disallowance from the Federal Government.
11. Promptly notify AFS, in writing, of the final disposition of all cases referred by AFS to the D.A., processed by the D.A.

AFS AGREEMENT

1. Investigate cases suspected of Intentional Program Violation (IPV) in the Food Stamp and AFDC Programs if documented evidence is available to substantiate that a violation has occurred and the combined total loss of benefits, including AFDC, Medical Assistance, and Food Stamps is at or in excess of the cost to try the case. AFS will submit to the District Attorney a request to review and take formal action.
2. Provide and made available additional staff as may be necessary for hearings and court proceedings.
3. Conduct additional investigations as requested by the District Attorney.
4. Reimburse the County within (20) work days of receipt of its billings, for 75 percent of the allowable direct and indirect costs of the prosecution activities as described in Attachment 1. Reimbursement is contingent upon the County complying with paragraphs 1 through 6 of the "D.A. and County Agree To" section above.

5. To assist the D.A. and County in preparing responses and appeals to any Federal disallowance notices related to costs claimed under this Agreement.
6. To provide the County and D.A. with copies of applicable AFDC, FNS, and other Federal regulations, State regulations, and other materials pertinent to the discharge of their duties.

GENERAL PROVISIONS

NONDISCRIMINATION IN EMPLOYMENT - During the performance of this Agreement, County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, creed, marital status, age or the presence of any sensory, mental, or physical handicap. The County will take affirmative action to ensure applicants are employed, and employees are treated during employment, without discrimination because of their race, color, religion, sex, national origin, creed, marital status, age or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. County agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of the Equal Employment Opportunity Laws.

In all solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex national origin, creed, marital status, age or the presence of any sensory mental or physical handicaps.

In event of noncompliance by County with the Equal Employment Opportunity clause of this Agreement, this Agreement may be cancelled, terminated, or suspended, in whole or in part, by AFS and the County may be declared ineligible for further AFS agreement or contracts, or other contracts of State Government in accordance with the procedures authorized in Executive Order No. 11246 of September 25, 1965, and such other sanctions which may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 25, 1965, or by rule regulation, or order of the Secretary of Labor, or as otherwise provided by law.

NONDISCRIMINATION IN CLIENT SERVICES - The County will not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age or the presence of any sensory, mental or physical handicap:

- a. deny an individual any services or other benefits provided under this Agreement; or
- b. provide any service(s) or other benefits to an individual which are different, or are provided in a different manner, from those provided under this Agreement; or
- c. subject an individual to segregation or separate treatment in any matter related to the receipt of any service(s) or other benefits under this Agreement.

CONSIDERATION

In consideration of the mutual covenant and conditions herein contained, the Parties hereto shall perform those services and accomplish those tasks as defined herein.

SIGNATURE

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement effective this first day of July, 1993.

AGREED:

ADULT AND FAMILY SERVICES DIVISION

By _____
Administrator/Delegate

Date _____

REVIEWED BY PROGRAM MANAGER/DELEGATE
FOR PROGRAM CONTENT

Manager, Income Maintenance

Date _____

Manager, Recovery Services

Date _____

REVIEWED BY:

AFS Contracts Manager

COUNTY GOVERNING BODY

By *Hank Miggins*
County Official

Title Hank Miggins, Acting Chair
Multnomah County, Oregon

Date July 1, 1993

Julia D. Stewart
District Attorney

Date June 23, 1993

Reviewed as to form:
Candra Duff
Asst Co. Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-1 DATE 7/1/93
DEB BOGSTAD
BOARD CLERK

ATTACHMENT 1 OF INTERGOVERNMENTAL AGREEMENT

Oregon's District Attorneys were surveyed by AFS for the purpose of establishing prosecution categories and fee schedules. The Multnomah County District Attorney's Office performed a study concerning time and costs for prosecution of Intentional Program Violations in the Food Stamp and AFDC programs. That study is the basis of the fee schedule used in this Agreement. The unit of service is the completion of a category and the fee is the resultant cost of that category.

In each separate case AFS can be billed for a maximum of one category or unit of service and only seventy-five percent (75%) of the fee for that category will be paid. For instance, AFS may not be billed for categories A, B, and C in the same case, even though the units of service were provided in all three. An exception to this may be as follows: The D.A. takes the case through category A and, due to circumstances beyond his/her control (absence of a defendant, etc.) can proceed no farther. AFS may then be billed for the service performed in category A. If, at a later date, the case is reopened and proceeds through additional categories, AFS may be billed for the category completed minus the amount already received for units of service performed in the case.

Attachment 2 shows the format to be used by the D.A.s and Counties in billing AFS for service performed in accordance with this Agreement (submit one for each case).

Questions regarding this Agreement and billing should be directed to Marilyn Moritz, telephone: 378-4910.

Attachment 2 of Intergovernmental Agreement

State of Oregon

County

Address

To:

Adult and Family Services Division
Investigation Unit
PO Box 14060
Salem, Oregon 97309-9804

Invoice #:

Date:

Program Prosecution Costs for the Time Period of:

Case Name:

DA Case #:

AFS Case #:

Date Received:

Date of Disposal:

Units of Service: (check one)

Case referred to DA and:

Category A

Was reviewed by the prosecutor and submitted to a grand jury for consideration.

Category B

Charges were filed against the defendant, the prosecutor settled the case by plea negotiation and a Disqualification Consent Agreement is signed.

Category C

Charges were filed against the defendant and the prosecutor resolved the case through court trial.

Amount to be remitted (75% of above)

Submitted by:

District Attorney

MEETING DATE: JUL 01 1993

AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Renewal of the Portland Police Bureau agreement for investigative services supplied by PPB to the District Attorney's office.

BOARD BRIEFING **Date Requested:** _____

Amount of Time Needed: 1 minute

REGULAR MEETING: **Date Requested:** _____

Amount of Time Needed: _____

DEPARTMENT: District Attorney **DIVISION:** Administration

CONTACT: Lisa Moore **TELEPHONE #:** 248-3133
BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: Kelly Bacon

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The District Attorney's office would like to continue the annual agreement between MCDA and PPB for investigative services. Reimbursement of \$17,964.96 annually to PPB is obligated through this agreement.

7/6/93 originals to Lisa Moore

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: 

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

0516C/63

6/93

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 7060024

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (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	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-2</u> DATE <u>7/1/93</u> <u>DEB BOGSTAD</u> BOARD CLERK
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Department District Attorney Division Administration Date 6/15/93Contract Originator Lisa Moore Phone 248-3133 Bldg/Room 101/600Administrative Contact Lisa Moore Phone 248-3133 Bldg/Room 101/600

Description of Contract This is an intergovernmental agreement between the Portland Police Bureau and the District Attorney's office to provide three full-time investigators in exchange for quarterly payments of \$4,491.24. It has been an on-going arrangement for many years.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Portland Police BureauMailing Address 1120 SW Second, Suite 1202
Portland, OR 97204Phone 823-0361

Employer ID# or SS# _____

Effective Date 7/1/93Termination Date 6/30/94Original Contract Amount \$ 17,964.96

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

REQUIRED SIGNATURES:Department Manager [Signature]Purchasing Director _____
(Class II Contracts Only)County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration _____
(Class I, Class II Contracts Only)Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt☐ Monthly \$ _____ ☐ Net 30☒ Other \$ 4,491.24 ☐ Other quarterly☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☒Date 18 Jun 93

Date _____

Date 6-24-93Date July 1, 1993

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	023	2441			6110				17,964.96	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

Multnomah County / City of Portland
Intergovernmental Agreement for 1993/94

June 15, 1993

The City of Portland Police Bureau (PPB) and the County of Multnomah by and through Multnomah County District Attorney's office (MCDA) agree as follows:

A. GENERAL SCOPE

MCDA is mandated to prosecute crimes committed within the County of Multnomah, State of Oregon.

PPB is the law enforcement agency operating in the City of Portland which lies within the boundaries of the County of Multnomah.

Chapter 190 of the Oregon Revised Statutes provides for intergovernmental agreements. Therefore, the MCDA and the PPB agree to the following:

1. PPB agrees to provide 3 full-time PPB officers assigned to the MCDA to perform duties directly and indirectly related to the prosecution of crimes within MCDA's jurisdiction.
2. Typical duties shall include, but not be limited to, conduct investigations of cases and grand jury matters, personal service of subpoenas, locate witnesses, prepare diagrams and court exhibits, take photographs of crime scenes, and perform assignments from deputy district attorneys and management staff.
3. The City shall bill MCDA at the rate of \$21.03 per hour x 1.5 = \$31.55 overtime rate x 7.3 hours per pay period, x 26 pay periods, x 3 officers assigned = \$17,964.96 annual cost for the 1993/94 fiscal year; the billing shall be in four equal amounts of \$4,491.24 and submitted to MCDA by September 31, 1993, December 31, 1993, March 31, 1994, and June 1, 1994. The last quarter billing is earlier in order to facilitate payment within the current fiscal year. MCDA shall remit payment no later than thirty (30) days after receipt of each quarterly billing.
4. The City shall have administrative authority for the establishment of standards and performance of the officers assigned to MCDA.

MCDA shall have administrative authority of directing the investigative tasks assigned to PPB officers assigned to MCDA. They will report directly to the MCDA Chief Investigator.

In the event of a dispute between the parties as to the extent and the nature of the duties and function of the PPB officers assigned to MCDA, the resolution shall be made by the Chief of Police and the District Attorney or their delegated representatives.

5. MCDA shall provide adequate work space and assign each officer a county car to perform their duties.
6. Both parties are subject to the Oregon State Tort Claims Act, ORS 30.265, et. seq. The scope and limits of any and all liability for injury or damages property to any third person shall be imposed in accordance with this law.

B. TERM

This agreement shall extend from July 1, 1993 through and including June 30, 1994, and renew on an annual basis with quarterly payment modified to reflect the cost of living adjustment awarded to PPB officers, unless earlier terminated in accordance with Section C of this agreement.

C. TERMINATION

1. This agreement may be terminated upon 60 days mutual written consent of the parties or upon 90 days written notice by one of the parties.
2. Termination under any provision of this paragraph shall not affect any rights, obligations, or liability of the City or MCDA which accrues prior to such termination.

E. MODIFICATION

This agreement may be modified by mutual consent of the parties. Any modification to provisions of this agreement shall be reduced to writing and signed by the parties.

F. INTEGRATION

This agreement contains the entire agreement between the parties and supersedes all prior written and oral agreements.

G. NOTICES

All notices pursuant to the terms of this agreement shall be addressed as follows:

Notices to the City:

Tom Potter, Chief of Police
Bureau of Portland Police

Notices to the County:

Mike Schrunk, District Attorney
Multnomah County DA's Office

City of Portland, Oregon

By: _____

Mayor, Vera Katz

_____ Date

By: _____

Auditor, City of Portland

_____ Date

County of Multnomah, Oregon

By: _____

Mike Schrunk, District Attorney

6-23-93
_____ Date

By: _____

Hank Miggins, Acting County Chair

July 1, 1993
_____ Date

Reviewed and Approved as to Form:

Jeffrey L. Rogers
City Attorney

Laurence Kressel
County Counsel

By: _____

Date: _____

By: _____

Sandra Duffy

Date: _____

6-24-93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-2 DATE 7/1/93
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JUL 01 1993

AGENDA NO: R-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Gambling Project contract between Portland Police Bureau and
Multnomah County District Attorney's office

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 1 minute

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: District Attorney **DIVISION:** Gambling Project

CONTACT: Kelly Bacon **TELEPHONE #:** 248-3105
BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: Kelly Bacon

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The District Attorney's office would like to provide funds to the Portland Police Bureau to fund one detective to the Multi-Agency Gaming Task Force to assist in identifying and evaluating gambling problems in Multnomah County and work with the committee to make recommendations for use of lottery gaming law enforcement funds.

This contract will be funded by lottery gaming law enforcement funds.

7/6/93 Originals to Lisa Moore

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Michael Schreiner

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

0516C/63

6/93

CLERK OF
COUNTY CLERK
1993 JUN 24 PM 2:26
MULTNOMAH COUNTY
OREGON

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 700044

Amendment #

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (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	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-3</u> DATE <u>7/1/93</u> <u>DEB BOGSTAD</u> BOARD CLERK
---	---	--

Department District Attorney Division Gambling Project Date 6/18/93Contract Originator Lisa Moore Phone 248-3133 Bldg/Room 101/600Administrative Contact Kelly Bacon Phone 248-3105 Bldg/Room 101/600

Description of Contract This is an agreement between the Portland Police Bureau and Multnomah County District Attorney to fund one detective's wages for his role in the Multi-Agency Gaming Task Force from February 22, 1993 - ~~May 22, 1993~~ June 30, 1993.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ ORFContractor Name Portland Police Bureau
 Mailing Address 1111 SW 2nd Av., Suite 1202
Portland, OR 97204

Phone _____

Employer ID# or SS# _____

Effective Date 2/22/93Termination Date 6/30/93

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

REQUIRED SIGNATURES:Department Manager [Signature]Purchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration
(Class I, Class II Contracts Only)Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

☒ Lump Sum \$ up to 20,000 ☐ Due on receipt☐ Monthly \$ _____ ☐ Net 30☐ Other \$ _____ ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumbered Yes ☐ No ☒Date 18 June 93

Date _____

Date June 24 '93Date July 1, 1993

Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	023	2481			6060				20,000.00	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

Multnomah County / City of Portland
Intergovernmental Agreement for Services Related to
The Gaming Law Enforcement Revenue Task Force

June 15, 1993

The City of Portland Police Bureau (PPB) and the County of Multnomah by and through Multnomah County District Attorney's office (MCDA) agree as follows:

A. GENERAL SCOPE

MCDA is mandated to prosecute crimes committed within the County of Multnomah, State of Oregon.

PPB is the law enforcement agency operating in the City of Portland which lies within the boundaries of the County of Multnomah.

Chapter 190 of the Oregon Revised Statutes provides for intergovernmental agreements. Therefore, the MCDA and the PPB agree to the following:

1. Cliff Jensen, detective, was assigned to the Multi-Agency Gaming Task Force. Typical duties included, but were not limited to, evaluating the gambling problems in Multnomah County and make recommendations for use of lottery gaming law enforcement funds.
2. The City shall bill MCDA at the rate of \$23.58 per hour plus 11% benefits for time worked beginning 2/22/93 and ending 5/22/93.
3. The City shall have administrative authority for the establishment of standards and performance of the officers assigned to the Task Force.

In the event of a dispute between the parties as to the extent and the nature of the duties and function of the PPB officers assigned to MCDA, the resolution shall be made by the Chief of Police and the District Attorney or their delegated representatives.

4. Both parties are subject to the Oregon State Tort Claims Act, ORS 30.265, et. seq. The scope and limits of any and all liability for injury or damages property to any third person shall be imposed in accordance with this law.

B. TERM

This agreement shall extend from February 22, 1993 through and including June 22, 1993.

C. TERMINATION

1. This agreement may be terminated upon 60 days mutual written consent of the parties or upon 90 days written notice by one of the parties.
2. Termination under any provision of this paragraph shall not affect any rights, obligations, or liability of the City or MCDA which accrues prior to such termination.

E. MODIFICATION

This agreement may be modified by mutual consent of the parties. Any modification to provisions of this agreement shall be reduced to writing and signed by the parties.

F. INTEGRATION

This agreement contains the entire agreement between the parties and supersedes all prior written and oral agreements.

G. NOTICES

All notices pursuant to the terms of this agreement shall be addressed as follows:

Notices to the City:

Tom Potter, Chief of Police
Bureau of Portland Police

Notices to the County:

Mike Schrunck, District Attorney
Multnomah County DA's Office

City of Portland, Oregon

By: _____

Mayor, Vera Katz

_____ Date

By: _____

Auditor, City of Portland

_____ Date

County of Multnomah, Oregon

By: _____

Mike Schrunck, District Attorney

6-23-93
_____ Date

By: _____

Hank Miggins, Acting County Chair

July 1, 1993

_____ Date

Reviewed and Approved as to Form:

Jeffrey L. Rogers
City Attorney

Laurence Kressel
County Counsel

By: _____

Date: _____

By: _____

Sandra Duffy
Sandra Duffy

Date: _____

6-24-93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-3 DATE 7/1/93
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JUL 01 1993

AGENDA NO: R-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH, MULTNOMAH COUNTY SHERIFF'S OFFICE AND THE CITY OF PORTLAND'S BUREAU OF EMERGENCY COMMUNICATIONS.

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: JUNE 24, 1993

Amount of Time Needed: 2 MINUTES

DEPARTMENT: NON-DEPT

DIVISION: EMERGENCY MANAGEMENT

CONTACT: JOY TUMBAGA FOR PENNY MALMQUIST TELEPHONE #: 251-2468

BLDG/ROOM #: 313/118

PERSON(S) MAKING PRESENTATION: JOY TUMBAGA

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

AN INTERGOVERNMENTAL AGREEMENT TO PROVIDE THE CITY'S BUREAU OF EMERGENCY COMMUNICATIONS, AKA THE PRIMARY PUBLIC SAFETY ANSWERING POINT FOR ALL POLICE AND EMERGENCY MEDICAL SERVICES DISPATCH, AN EMERGENCY BACKUP LOCATION FOR THE PRIMARY PSAP. THIS BACKUP LOCATION WILL BE AT 12240 NE GLISAN AKA HANSEN BUILDING.

7/6/93 Originals to Penny Malmquist

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Dark Miggins

OR

DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
1993 JUN 23 PM 2:58
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

0516C/63

6/93

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500463

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (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 APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-4</u> DATE <u>7/1/93</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department NON DEPARTMENTAL Division EMERGENCY MANAGEMENT Date 6-22-93

Contract Originator PENNY MALMQUIST Phone 251-2466 Bldg/Room 313/110

Administrative Contact PENNY MALMQUIST Phone 251-2466 Bldg/Room 313/110

Description of Contract AN INTERGOVERNMENTAL AGREEMENT TO PROVIDE THE CITY'S BUREAU OF EMERGENCY COMMUNICATIONS AN EMERGENCY BACKUP LOCATION IN A COUNTY BUILDING.

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

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

Contractor Name COMMISSIONER IN CHARGE OF BOEC

Mailing Address 1220 SW FIFTH AVE
PORTLAND OR 97240

Phone _____

Employer ID# or SS# _____

Effective Date UPON EXECUTION

Termination Date JUNE 30, 1999

Original Contract Amount \$ 0

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 0

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt

☐ Monthly \$ _____ ☐ Net 30

☐ Other \$ _____ ☐ Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Ardyp Craghead

Purchasing Director _____
(Class II Contracts Only)

County Counsel Matthew J. Ryan

County Chair / Sheriff Maggie

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

Encumber: Yes ☐ No ☐Date 6/30/93

Date _____

Date 6/23/93Date July 1, 1993

Date _____

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

INTERGOVERNMENTAL AGREEMENT

This Agreement, made and entered into pursuant to the authority found in ORS 190.010 et seq. by and between MULTNOMAH COUNTY, hereinafter called "County", the MULTNOMAH COUNTY SHERIFF'S OFFICE, hereinafter called "Sheriff" and the CITY OF PORTLAND, hereinafter called "City".

RECITALS:

1. The City's Bureau of Emergency Communications (BOEC) operates the primary Public Safety Answering Point (PSAP) for all police and emergency medical services dispatch in Multnomah County at the City's current site at 2960 SE 103rd Drive aka Kelly Butte; and
2. The City will be opening a new BOEC dispatch center and closing down its Kelly Butte site, which will effectively render the existing dispatch site at Kelly Butte inoperable for public safety dispatch purposes; and
3. In an emergency or disaster, the City's PSAP could be rendered temporarily uninhabitable or inoperable for dispatching services; and
4. The City has evaluated the County facility at 12240 NE Glisan aka Hansen Building and has found it to be suitable for an emergency backup location for the Primary PSAP; and
5. The Multnomah County Sheriff's Office (MCSO) is in the facility at 12240 NE Glisan and the Sheriff maintains a 24-hour operation;

THEREFORE, the parties agree as follows:

SECTION I Definitions

- A. "Primary PSAP" means the Primary Public Service Answering Point which is either located at Kelly Butte or its replacement site.

SECTION II County

The County agrees to provide the following services:

- A. The County and the Sheriff authorize the use of the Hansen Building as a site for an emergency backup location for the primary PSAP.

- B. The Sheriff will provide 24-hour personnel to receive notification of the move from the City's Primary PSAP site to the Hansen Building to provide entrance into the Hansen Building.
- C. The Sheriff will provide tables and chairs in the Hansen Building auditorium for setting up dispatch and call-takers stations.
- D. The Sheriff authorizes the City to wire the Hansen Building auditorium for additional telephone and radio capabilities to operate an emergency backup Public Safety Answering Point (PSAP).
- E. The Sheriff will store a secured container as described in Section III (A) in a convenient, reasonably secure area at the Hansen Building as agreed upon by both parties.
- F. The Sheriff will provide security to Hansen Building's auditorium while it is used as an emergency backup PSAP. This provision shall be met if at least two security personnel are made available for the duration of operations of the emergency PSAP at the Hansen Building. For purposes of this paragraph, "security personnel" shall mean MCSO deputies or reserves.

SECTION III City

The City agrees to provide the following services:

- A. The City shall at its own expense install, maintain and insure against loss, all communications wiring, hardware and equipment necessary for the activation of an emergency backup PSAP at the Hansen Building. At such time as the parties terminate this Agreement, the City at its own expense shall remove all equipment previously installed for purposes of the PSAP.
- B. The City shall provide a secure container for mobile hardware and equipment for use by the PSAP at the Hansen Building. The City shall be responsible for maintaining a security lock on the container.
- C. If the City's Primary PSAP is uninhabitable or inoperable, the City upon notification to the Sheriff will move from the PSAP to the Hansen Building. After showing identification, BOEC staff will set up and arrange the Hansen Building auditorium for dispatch and call-taker stations with the provided tables and chairs. For purpose of this paragraph, written notice to the Sheriff is not required.

- D. The City shall provide all staffing and supervision for City employees for the emergency backup PSAP at the Hansen Building.
- E. The City shall develop an emergency backup plan to coordinate the move of PSAP operations to the Hansen Building. Upon the final adoption of a move plan, the City shall fully brief the County's Office of Emergency Management on all aspects of the plan.

SECTION IV General Conditions

A. Personnel

- 1. This Agreement shall not be interpreted to provide for or create a transfer of employees from the City to the County; or vice versa. All City and County personnel performing services under this Agreement shall remain employees of the City and County respectively and shall perform their duties in accordance with the administrative and operational procedures of their respective jurisdiction.
- 2. Neither the County nor the City shall assume any liability for the payment of any wages, salaries, insurance or other compensation to the employees of the other jurisdiction who perform services pursuant to this agreement.
- 3. The City shall maintain workers' compensation coverage for all City employees performing services pursuant to this agreement as provided in ORS Chapter 656.
- 4. The County shall maintain workers' compensation coverage for all County employees performing services pursuant to this agreement as provided in ORS Chapter 656.

B. Indemnification

Subject to the limitations of the Oregon Constitution and statutes, the City and the County each shall be solely responsible for any loss or injury caused to third parties arising from City's or County's own acts or omissions under the agreement and City or County shall defend, hold harmless and indemnify the other party to this agreement with respect to any claim, litigation or liability arising from City's or County's own acts or omissions under this agreement.

C. Term

This Agreement shall be effective upon execution and shall terminate on June 30, 1999, if not sooner under paragraph D of this section.

Page 4

D. Termination

This Agreement may be terminated by mutual consent of all parties or by any party, upon 180 days' notice in writing, delivered by certified mail or in person to the other party.

E. Notice

All written notices pursuant to the terms of this Agreement shall be addressed as follows:

1. Notices to the City: Commissioner in Charge of BOEC
1220 SW Fifth Avenue
Portland, Oregon 97204
2. Notices to the County: Multnomah County Chair
1120 SW Fifth Avenue, Suite 1410
Portland, OR 97204

Multnomah County Sheriff's Office
12240 NE Glisan
Portland, OR 97230

MULTNOMAH COUNTY, OREGON

CITY OF PORTLAND, OREGON


H.C. Miggins, County Chair

Vera Katz, Mayor

Bob Skipper, Sheriff

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON


Lawrence Kressel, County Counsel
for Multnomah County, Oregon

Jeffrey Rogers, City Attorney
for Portland, Oregon

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-4 DATE 7/1/93
DEB BOGSTAD
BOARD CLERK

Meeting Date JUL 01 1993

Agenda No.: R-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Bicycle Advisory Committee

BCC Informal _____ BCC Formal _____
(date) (date)

DEPARTMENT Environmental Services DIVISION Transportation Division

CONTACT Dan Layden TELEPHONE 248-5050 X 6998

PERSON(S) MAKING PRESENTATION Dan Layden

ACTION REQUESTED:

/ INFORMATIONAL ONLY / POLICY DIRECTION /X APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes

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

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

The Multnomah County Bicycle Master Plan recommends the development of a Bicycle Advisory Committee to advise the Transportation Division on issues related to bicycling. This ordinance establishes the committee with board representation from neighborhood associations and other interest groups.

7/6/93 COPIES TO DAN LAYDEN & CATHER KRAMER;
7/7/93 COPIES TO ORDINANCE DISTRIBUTION LIST

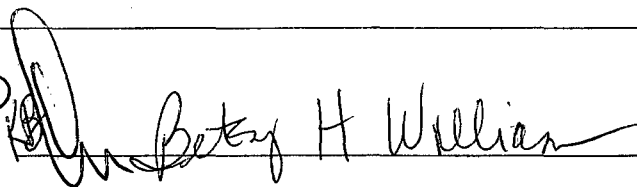
(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER _____


Betty H. Wallian

(All accompanying documents must have required signatures)

CLERK OF
COUNTY DEPARTMENT
1993 JUN 18 PM 2:16
MULTNOMAH COUNTY
OREGON

ORDINANCE FACT SHEET

Ordinance Title: Multnomah County Bicycle Advisory Committee

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, and other alternatives explored).

Ordinance will establish Bicycle Advisory Committee composed of representatives of interested citizen organizations. The committee will aid the Transportation Division in serving the needs of bicyclists in Multnomah County. The county has an extensive Citizen Involvement Program. The Bicycle Advisory Committee would be a continuation of this program.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

Many jurisdictions have Bicycle Advisory Committees including Portland, Beaverton, Clackamas County, and Gresham.

What has been the experience in other areas with this type of legislation?

Citizen Advisory Committees have proven very effective in Multnomah County and elsewhere.

What is the fiscal impact, if any?

Minimal fiscal impact--staff time and some materials.

(If space is inadequate, please use other side)

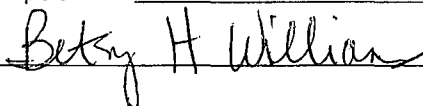
SIGNATURES:

Person Filling Out Form:



Planning & Budget Division (if fiscal impact):

Department Manager/Elected Official:



3706V/0369E

1 The committee will also act as a liaison between the Transportation Division and
2 the organizations represented.

3 (B) Membership

4 (1) The Citizen Bikeway Advisory Committee shall be ^{Delete}composed of at
5 ^{Delete}least seven ^{Delete}(7) members appointed by the County Chair upon the approval of the
6 Board of County Commissioners.

7 (2) The membership of Citizen Bikeway Advisory Committee shall be
8 as follows:

9 Position 1. One (1) citizen nominated by the City of Gresham, or
10 living within the corporate limits of Gresham.

11 Position 2. One (1) citizen nominated by the City of Troutdale, or
12 living within the corporate limits of Troutdale.

13 Position 3. One (1) citizen nominated by the City of Wood Village,
14 or living within the corporate limits of Wood Village.

15 Position 4. One (1) citizen nominated by the City of Fairview, or
16 living within the corporate limits of Fairview.

17 Position 5. One (1) citizen nominated by the Northeast Multnomah
18 County Community Association.

19 Position 6. One (1) citizen nominated by the Sauvie Island
20 Conservancy.

21 Position 7. One (1) citizen nominated by the Sauvie Island Grange.

22 Position 8. One (1) citizen from Multnomah County east of the
23 Willamette River, nominated by the Multnomah County
24 Citizen Involvement Committee.

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS

2 FOR MULTNOMAH COUNTY OREGON

3 ORDINANCE NO. 770

4
5 An ordinance relating to establishment, membership, and operation of the
6 Multnomah County Citizen Bikeway Advisory Committee, and declaring an emergency.

7 Multnomah County ordains as follows:

8 Section I. Findings

9 The Board of County Commissioners finds that:

10 (A) The Bicycle Master Plan adopted in 1990 by the Multnomah County Board
11 of Commissioners recommends the establishment of a Citizen Bikeway Advisory
12 Committee.

13 (B) The Bikeway Program of the County Transportation Division can provide
14 more timely and efficient services and facilities in response to the needs of the
15 citizens of Multnomah County with the input of citizens who have an interest in
16 bicycle safety and bikeway facilities.

17 (C) The Transportation Division, in order to obtain citizen input, has
18 solicited local cities, organizations, and user groups to appoint a
19 representative to the Citizen Bikeway Advisory Committee.

20 Section II. Duties and Membership

21 (A) Duties

22 The duties of the Citizen Bikeway Advisory Committee are to act as an
23 advisory committee to the County Transportation Division on matters involving
24 bicycle transportation. The Citizen Bikeway Advisory Committee will review and
25 advise the Transportation Division in the development of the Bicycle Capital
26 Improvement Plan, annual work program and budget, and bikeways facilities.

1 The committee will also act as a liaison between the Transportation Division
2 and the organizations represented.

3 (B) Membership

4 (1) The Citizen Bikeway Advisory Committee shall be appointed
5 by the County Chair upon the approval of the Board of County Commissioners.

6 (2) The membership of Citizen Bikeway Advisory Committee shall
7 be as follows:

8 Position 1. One (1) citizen nominated by the City of Gresham, or
9 living within the corporate limits of Gresham.

10 Position 2. One (1) citizen nominated by the City of Troutdale,
11 or living within the corporate limits of Troutdale.

12 Position 3. One (1) citizen nominated by the City of Wood
13 Village, or living within the corporate limits of
14 Wood Village.

15 Position 4. One (1) citizen nominated by the City of Fairview,
16 or living within the corporate limits of Fairview.

17 Position 5. One (1) citizen nominated by the Northeast Multnomah
18 County Community Association.

19 Position 6. One (1) citizen nominated by the Sauvie Island
20 Conservancy.

21 Position 7. One (1) citizen nominated by the Sauvie Island
22 Grange.

23 Position 8. One (1) citizen from Multnomah County east of the
24 Willamette River, nominated by the Multnomah County
25 Citizen Involvement Committee.
26
27

1 Position 9. One (1) citizen from Multnomah County west of
2 the Willamette River, nominated by the
3 Multnomah County Citizen Involvement
4 Committee.

5 Position 10. One (1) member of the Portland Bicycle
6 Advisory Committee.

7 Position 11. One (1) citizen nominated by the Bicycle
8 Transportation Alliance

9 Position 12. One (1) citizen nominated by the Portland
10 Wheelmen Touring Club.

11 (C) Term

12 (1) Each member shall be appointed by position for a term of two
13 (2) years. No person may serve more than three (3) terms on the Citizen
14 Bikeway Advisory Committee.

15 (2) To ensure rotating terms, the following terms shall apply to
16 all initial appointments of Citizen Bikeway Advisory Committee.

17 Even numbered positions shall serve three year terms.

18 Odd numbered positions shall serve two year terms.

19 (D) Vacancies

20 Vacancies on the Citizen Bikeway Advisory Committee can be
21 declared by the Transportation Division, upon the written recommendation of
22 the Citizen Bikeway Advisory Committee, if a member has missed four
23 consecutive meetings. A vacancy may be filled by requesting the organization
24 represented by the vacated position to nominate a replacement.

1 Any member of the Citizen Bicycle Advisory Committee who has monetary
2 or investment interest in any matter before the Committee shall so inform the
3 membership of the Citizen Bikeway Advisory Committee.

4 (F) Compensation

5 Members shall receive no compensation for serving on the Citizen
6 Bikeway Advisory Committee.

7 (G) Operating Rules

8 The Citizen Bikeway Advisory Committee shall prepare operating rules for
9 conduct of meetings and selection of officers. All meetings shall be held in
10 accordance with ORS 192, the Oregon Open Meetings Law.

11 (H) Staff and Funding

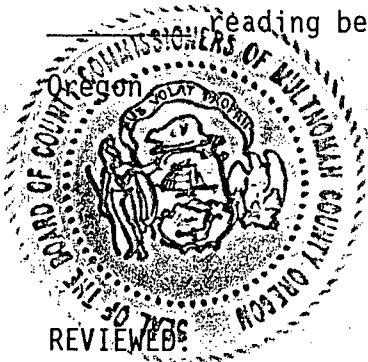
12 The Transportation Division shall provide technical and clerical support
13 for the Citizen Bikeway Advisory Committee.

14 Section III. Emergency Clause

15 This Ordinance being necessary for the health, safety, and general welfare
16 of the people of Multnomah County, an emergency is declared, and this Ordinance
17 shall take effect immediately upon its execution by the Acting County Chair,
18 pursuant to Section 5.50 of the Multnomah County Charter.

19 ADOPTED this 1st day of July, 1993, being the date of its first

20 reading before the Board of County Commissioners of Multnomah County,



21
22
23 By H. C. Miggins
24 H. C. Miggins, Acting Chair
25 Multnomah County, Oregon

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By Laurence Kessel
Assistant County Counsel

Meeting Date JUL 01 1993

Agenda No.: R-6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Intergovt. Agrmt. w/Powell Valley Water District for Water
Line Construction on SE Foster Road

BCC Informal _____ (date) BCC Formal _____ (date)

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Bonnie Scheeland TELEPHONE 248-3979

PERSON(S) MAKING PRESENTATION Bonnie Scheeland or Bob Pearson

ACTION REQUESTED:

// INFORMATIONAL ONLY // POLICY DIRECTION /X/ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

Approval of an Intergovernmental Agreement with Powell Valley Water District to incorporate the needed water line improvements on S.E. Foster Road (SE 122nd-236th Aves.) at the time of the road construction project.

7/6/93 ORIGINALS TO BONNIE SCHEELAND

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER BH Williams

(All accompanying documents must have required signatures)

1993 JUN 22 PM 1:47
CLERK OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 302613

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (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 APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-6</u> DATE <u>7/1/93</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Environmental Services Division Transportation Date 6/8/93Contract Originator Bonnie Scheeland Phone 248-3979 Bldg/Room #425Administrative Contact Bob Pearson Phone 248-3838 Bldg/Room #425
 Description of Contract Intergovernmental Agreement with Powell Valley Water District to
incorporate needed water line improvements with our contract for SE Foster Road
(SE 122nd-SE 136th Aves.) construction project.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Powell Valley Water DistrictMailing Address PO Box 66229
Portland, OR 97266Phone (503) 761-5011

Employer ID# or SS# _____

Effective Date Upon signatureTermination Date Upon completionOriginal Contract Amount \$ 280,000.00 (Estimated)

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 280,000.00 (Estimated)**REQUIRED SIGNATURES:**Department Manager BH WilliamPurchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration
(Class I, Class II Contracts Only)Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt☐ Monthly \$ _____ ☐ Net 30☐ Other \$ _____ ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 6/10/93

Date _____

Date 6/17/93Date July 1, 1993

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	150	030	6129			4900					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 1993, by and between MULTNOMAH COUNTY, (hereinafter "County") and Powell Valley Water District, pursuant to the authority granted in ORS Chapter 190.

WHEREAS, The County intends to make roadway improvements on SE Foster Road from SE 122nd Ave. to SE 136th Ave. beginning May 1993; and

WHEREAS, the Powell Valley Water District and the County have agreed that it is desirable to incorporate the needed water line improvements in the County contract for the SE Foster Road improvements to facilitate construction and minimize current and future expenses to both parties.

NOW, THEREFORE, the parties do mutually agree as follows:

I. SCOPE OF WORK

A. The County hereby agrees to perform the following services:

1. Prepare contract and bidding documents, including the Powell Valley Water District prepared plans and specifications, and call for bids. The Contractor performing the water line work shall be previously qualified by the County in water line construction to be estimated and budgeted in the amount shown in this document.
2. Submit construction bids to the Powell Valley Water District for their approval, prior to the award of the construction contract.
3. Award the contract, contract for construction of the project and administer the contract.
4. Confer with the Powell Valley Water District on a regular basis and promptly respond to any inquiries from Powell Valley Water District in regard to this project.
5. Provide all necessary survey services to install the water mainline and service branches.
6. Provide a separate unit in the contract bid proposal that covers all water line work items.

B. The Powell Valley Water District hereby agrees to perform the following services:

1. Provide the County with plans and specifications for the water line and a water line for the proposal.
2. Review and return the bidding documents prior to bid within seven (7) calendar days from date of receipt from the County.
3. Inspect all aspects of the construction of the water line, including, but not limited to, mainline and lateral pipe laying operations, and mainline and lateral trench backfill and compaction. Powell Valley Water District inspection personnel shall have direct inspection authority and contract with the contractor in regard to the work covered under water line in the proposal. Powell Valley Water District inspection personnel shall promptly notify the County project manager of any defects in the work and/or any failure of the contractor to comply with the plans and specifications.
4. Prepare As-Built plans of the water line.
5. Maintain daily reports of water line construction progress and provide the County with monthly pay quantities for the water line work.
6. Review and approve water line bids prior to award by County.

II. TIME OF PERFORMANCE/SCHEDULE

- A. The County shall advertise the contract for bid by May 1993, issue a notice to proceed by June 1993, and complete the work by February 1994.
- B. In the event of unforeseen circumstances beyond the control of the County, the "Time of Performance" may be amended as set forth in Section VI, "Amendment to Agreement."

III. ESTIMATED COST

- A. The estimated construction cost for the water line facilities is \$280,000.00.

IV. COMPENSATION BY POWELL VALLEY WATER DISTRICT

- A. The Powell Valley Water District shall pay the County based on actual bid prices per items of work shown in the contract proposal, including any necessary change orders plus an appropriate amount for project management and administration, not to exceed 3% of the total bid price for the water line. Payment for project management and administration shall include the survey construction staking costs.
- B. The County shall keep itemized records of services performed under this Agreement in sufficient detail to allow the Powell Valley Water District to monitor work progress in relation to compensation claimed.
- C. The County shall submit monthly requests for payment for the actual costs incurred for work performed under this Agreement during the previous month. The Powell Valley Water District shall review the work performed within ten days of receipt of the payment request, and shall disburse funds within 30 days of Powell Valley Water District approval of said request.

V. OWNERSHIP AND MAINTENANCE OF COMPLETED FACILITIES

- A. After the final inspection of the water line facilities and approval by the County and the Powell Valley Water District, the Powell Valley Water District will accept the water line improvements and assume maintenance, operation, and ownership responsibilities for the improvements. The contractor's one year warranty period will begin at that date.
- B. At the end of the one year warranty period, the Powell Valley Water District and the County will jointly inspect the water line for defects. The repair of any construction related defects covered under the contractor's warranty and maintenance bond will be made at no cost to the Powell Valley Water District. The Powell Valley District will reimburse the County for expenses it incurs to have any warranty work on the water line completed.

VI. AMENDMENT OF AGREEMENT

- A. The Powell Valley Water District and the County may amend this agreement from time to time by mutual written agreement.

VII. CONDITIONS TO AGREEMENT

A. Permits

The County agrees to waive County permits and associated fees for the water line installed in this agreement.

B. Workers' Compensation

The County shall require the contractor to provide workers' compensation coverage pursuant to ORS Chapter 656 for all subject workers performing work in connection with this agreement.

C. Indemnification Clause

Subject to any provision of the Oregon Constitution and ORS 30.260-3 and within the limits set forth in ORS 30.270, the County hereby agrees to protect, defend, hold harmless, and indemnify the Powell Valley Water District, its officers, employees, and agents of and from any claims, damages, compensation, suits, actions and expenses, including reasonable attorney's fees, occasioned in whole or in part by the negligent acts, errors, or omissions of the County, or anyone employed by the County while in any way engaged in the performance of this Agreement.

Subject to any provision of the Oregon Constitution and ORS 30.260-3 and within the limits set forth in ORS 30.270, the Powell Valley Water District hereby agrees to protect, defend, hold harmless, and indemnify the County, its officers, employees, and agents of and from any claims, damages, compensation, suits, actions and expenses, including reasonable attorney's fees occasioned in whole or in part by the negligent acts, errors, or omissions of the Powell Valley Water District, or anyone employed by the Powell Valley Water District, while in any way engaged in the performance of this Agreement.

D. Termination

The Powell Valley Water District shall be given 72 hours to review the bid prices following the bid opening and shall have the right to cancel their portion of the work prior to the award of the contract.

E. Determination of Low Bid

The lowest responsive bidder for this contract shall be the bidder with the lowest combined bid for the roadway work and sanitary sewer unit. If the Powell Valley Water District cancels its portion of the work, the lowest responsive bidder will be the lowest bidder for the roadway work and sanitary sewer work.

F. Change Orders

The Powell Valley Water District shall approve all change orders for the water line work prior to the County having the work done.

G. Resolution of Disputes

Any dispute arising from this Agreement that cannot be resolved by negotiation shall be subjected to mediation. The parties shall agree upon a single mediator. If the dispute cannot be resolved by mediation, the parties may agree upon arbitration or may pursue whatever remedies may be available. However, Powell Valley Water District design and construction standards shall not be subject to negotiation.

H. Project Management

The Powell Valley Water District project manager for this project shall be Tom Pokorny. The County's project manager for this project shall be Bonnie Scheeland.

I. Notice

Both parties to this agreement shall act in a timely manner so as not to delay the project. If either party fails to respond within 48 hours to a request from the other party, the requesting party's proposed action is deemed approved. Notice of a proposed action shall be given to the respective party's designated project manager by phone or FAX transmission followed by a hard copy letter.

J. Responsibility for Contract Claims

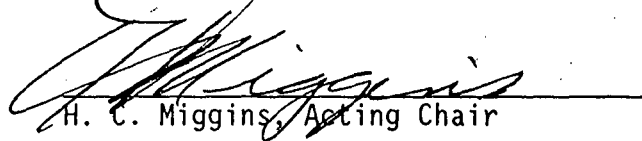
If the contractor asserts claims relative to this project, the Powell Valley Water District shall be responsible for responding to claims relative to the water line work and the County shall be responsible for responding to claims relative to the roadway work. If the claim involves both sanitary sewer and roadway work, the Powell Valley Water District and the County will jointly respond. The County shall not settle claims relative to the water line work, including, but not limited to claims based upon changed conditions, without first obtaining the Powell Valley Water District's written consent to the proposed claim. This requirement does not apply if the County accepts sole responsibility for paying any amounts attributed to the claim.

Dated this _____ day of _____, 1993.

POWELL VALLEY WATER DISTRICT

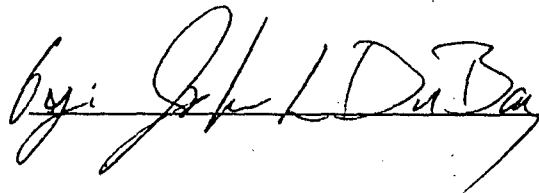
Bob Luce, Chairman of the Board

MULTNOMAH COUNTY


H. C. Miggins, Acting Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County Oregon



APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-6 DATE 7/1/93
DEB BOGSTAD
BOARD CLERK

Meeting Date: JUL 01 1993

Agenda No.: R-7

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
For Non-Budgetary Items)

SUBJECT: Bridge Section - Capital Improvement Plan (CIP)

BCC Informal _____ BCC Formal _____
(date) (date)

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Stan Ghezzi TELEPHONE 248-3595

PERSON(S) MAKING PRESENTATION Stan Ghezzi

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

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

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

Approval of Bridge Section Capital Improvement Plan (CIP) necessary prior to implementation and distribution.

*Original & 2
7/6/93 COPIES TO Stan Ghezzi*

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or
DEPARTMENT MANAGER BH Wellis

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1993 JUN 15 AM 9:32
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Recommending Approval of the)	R E S O L U T I O N
Multnomah County Twenty Year)	93-240
1993-2012 Capital Improvement)	
Plan and Program for Willamette)	
River Bridges)	

WHEREAS, the Multnomah County Board of Commissioners recognizes the need to maintain and preserve County bridges and related structures so as to promote the efficient movement of people and commerce throughout the County; and

WHEREAS, the preservation and improvement of County bridges and related structures is vital to an orderly and balanced transportation system; and

WHEREAS, a unified approach to long range facilities planning and capital investment programming is a County goal; and

WHEREAS, extensive and timely analysis and evaluation of County bridges and related structures has been undertaken; and

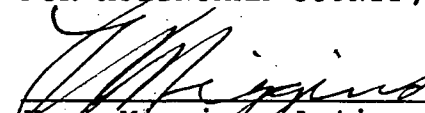
WHEREAS, the Multnomah County Transportation Division Capital Improvement Plan for Willamette River Bridges specified a process to prioritize capital improvement needs which will maximize the use of resources which is the Capital Improvement Program for Willamette River Bridges; and

WHEREAS, the Multnomah County Capital Improvement Plan and Program for the Willamette River Bridges will be updated every two years as a necessary element of the safe and reliable public use of Willamette River Bridges; now therefore

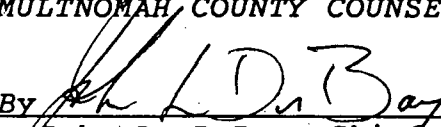
IT IS HEREBY RESOLVED that the Multnomah County Board of Commissioners approve the Multnomah County Twenty Year Capital Improvement Plan and Program for Willamette River Bridges for 1993-2012.

this 1st day of July, 1993.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Hank Miggins, Acting Chair

LAURENCE KRÄSSEL
MULTNOMAH COUNTY COUNSEL

By 
John L. DuBay, Chief Deputy



DEPARTMENT of ENVIRONMENTAL SERVICES



MULTNOMAH COUNTY

20 - YEAR 1993 - 2012

CAPITAL IMPROVEMENT PLAN AND PROGRAM

for the

WILLAMETTE RIVER BRIDGES



PREPARED BY

MULTNOMAH COUNTY
TRANSPORTATION DIVISION

PREFACE

Many changes have taken place in the 20-year capital improvement needs since the previous Capital Improvement Plan and Program for the Willamette River Bridges was created in 1989. These changes involved project completions, project additions and procedural changes. The most notable change of all is the seemingly exorbitant increased cost of the 1993-2012 program over the 1989-2008 program. An explanation of the factors that contributed to that cost increase is provided here.

Two categories of projects make up the Capital Improvement Program. The first category, "Construction Projects," includes structural, mechanical and electrical systems of the bridges. The second category, "Corrosion Protection Projects," is for bridge painting. It includes all of the painting and the required containment and disposal of toxic or hazardous waste. It is essential that parts of these categories be described separately because the reasons for their cost increases were significantly different.

In general, factors known to have contributed to the increased costs for each category are listed below:

Construction Projects

- ▶ Inflation
- ▶ Additional Construction Contingency
 - Specialized Work Requirements
 - Liability for High Risk or Hazardous Work
 - Logistic Constraints
 - Constraints Due to Special Events
- ▶ Increased Engineering
- ▶ Change in Concept for Sellwood Bridge Replacement
- ▶ Seismic Retrofitting
- ▶ Semi-In-Depth and In-Depth Inspections

Corrosion Protection Projects

- ▶ Inflation
- ▶ Additional Construction Contingency (similar to above)
- ▶ New and Tighter Restrictions on Containment
- ▶ New and Tighter Restrictions on Disposal of Hazardous Waste

The cost estimates identified in the 1989 CIP for the Willamette River Bridges projects were derived almost exclusively from consultants' recommendations. As stated in the report, cost estimates were determined by the Bridge Engineering Section using the following consultant reports:

Willamette River Bridges Investigation, Summary Report, prepared by Sverdrup & Parcel and Associates, Inc., in association with Moffatt, Nichol and Bonney, Inc., and Milton C. Stafford, October 1986.

Willamette River Bridge Ramp Investigation, Executive Summary Report by OBEC Consulting Engineers, Eugene, Oregon, January 1988.

Inspection and Cost Estimates for Contract Maintenance Painting, Multnomah County Structural Steel Bridges, prepared by W.L. Bangert, November 1987.

During the three years following implementation of the 1989 CIP, many of the recommended improvements were completed by contract. Through these contracted projects, it became apparent that the 1989 cost estimates were too low; a combination of low initial cost estimate by the consultant and failure to recognize construction constraints specific to the Willamette River Bridges that are of additional cost.

Listed below is a more detailed explanation of the factors contributing to the increased cost for the Construction and Corrosion Protection project categories.

► **Inflation**

Inflation was estimated at an average 3 percent per year for a total of 13 percent from 1989 to 1993.

► **Specialized Work**

Bridge contract work is typically structural, however much of the rehabilitation on the Willamette River Bridges involves mechanical and electrical renovations. As a result, specialized mechanical and electrical contractors are required. These specialists are typically unfamiliar with bridge working environment and bid the work at a higher cost to cover unanticipated contingencies and problems. In addition, contractor unfamiliarity with the County's competitive bid process tended to be a stumbling block.

Another item causing higher than anticipated bids the previous three years was the abundance of more desirable and less risky work at the time of contract bid. These specialists would not normally seek bridge work unless a large profit was anticipated.

► **Liability for High Risk or Hazardous Work**

The hazards of working over water and with traffic were more of a concern to contractors than previously thought. Concerns for liability regarding the safety of personnel over water and traffic, and the unpredictability of traffic control when traffic had to be maintained throughout the project, drove the bids up to cover contingencies not previously considered.

Liability for damage caused by contractor operations or uncovered deterioration not included in the contract was also an extra cost concern because of the possible extra work and a delay that would prolong the project beyond the contractual time constraints.

► **Logistic Constraints**

Renovations and rehabilitations on the movable bridges generally involved two to three different types of specialists on the same project working within the same area. Cooperation becomes a critical issue and very often drives up project cost because of limited work area and access.

► **Constraints Due to Special Events**

Most special events along the river front such as the annual Rose Festival, marathons and activities at the Oregon Convention Center or Memorial Coliseum very often require uninterrupted traffic restrictions which minimize bridge closures or lane restrictions for construction on the affected bridges. The City of Portland also requires minimal disruption of traffic during the time period between Thanksgiving and Christmas because of the effect on business. During the weekday, lane restrictions are not permitted during peak hour traffic. Delay or disruption of construction due to these constraints have caused a cost increase to the projects.

► **Increased Engineering Costs**

- **Design Engineering:** Design engineering costs have been raised from the previous 10 percent to 15 percent. From past experience and discussion with other similar transportation agencies, design engineering cost for rehabilitation projects on moveable bridge projects normally vary from 15 percent to 20 percent and can even be as high as 40 percent on small complex projects. The 15 percent we are using represents an average for all projects.

There are several reasons for higher than normal design engineering cost. First, the design needs are for renovations of antiquated mechanical and electrical bridge systems. Second, is determining the limits or scope of the design. In the preliminary design stage, scope of rehabilitation, in almost all projects, is extended beyond the original intent because of additional uncovered improvements are needed. Then termination or limit of the renovation must be set which is difficult. Third, is the need for specialized design consultants who are generally unfamiliar with the structure and require

substantial orientation. Then, if problems are uncovered, additional design needs are increased. This adds to the design cost unproportionately since the consultant on the job will usually be the designer for any extras or project extensions.

- **Construction Engineering:** Costs for construction projects have also increased from 7 to 12 percent. This is considered to be a direct reflection of the contingencies under "Construction Projects". Construction engineering plus construction contingencies now equal 40 percent of project cost. This is in line with ODOT program planning estimates for their rehabilitation projects.

► **Change in Concept for the Sellwood Bridge Replacement**

The Sellwood Bridge \$20 million increase is significant, and is due mostly to a change from a parallel structure to a completely new bridge. Reference is made to the November 1990 Conceptual Engineering Analysis for Light Rail Services across the Sellwood Bridge prepared by CH2M Hill. Some of the same factors which contributed to the overall cost increase are included in this replacement cost. In addition, approach structures, ramp structures, extra grading and paving have been included in the latest Sellwood estimate.

► **Added Cost for Seismic Retrofitting**

The projected scenario on seismic retrofitting, included in the \$20,000,000 cost estimate, is as follows:

Of the five Willamette River Bridges under the jurisdiction of Multnomah County, one will be selected as the primary access across the river in the event of an earthquake and first priority for retrofitting will be given this bridge and its approach structures. The approach structures for the remaining four bridges will then be considered for retrofitting as funds become available. All are included in the cost estimate.

► **Added Costs for In-Depth Inspections**

The cost estimate of \$800,000 for in-depth and semi-in-depth inspections is related to the inspections required under the Multnomah County Bridge Section Policy and the Willamette River Bridges Operations and Maintenance Manual which are as follows:

"In-Depth Inspection - Every 10 years - The in-depth inspection is a complete inspection and

evaluation of all mechanical, electrical and structural elements involved for each individual bridge. From this inspection, a complete list of short- and long-term needs can be established, along with identifying appropriate projects.

Semi-In-Depth Inspection - Every 5 years - The semi-in-depth inspection is a general inspection of all mechanical, electrical and structural components with special emphasis on confirmation and updating of needs and projects identified through the in-depth inspection. New projects may result from this inspection."

► **New and Tighter Restrictions on Containment and Disposal of Hazardous Waste**

In an effort to protect the surrounding area and the traveling public (both vehicular and pedestrian) from any toxic contamination, much tighter restrictions are now being required for containment and disposal on painting projects. These restrictions represent the need for a costly apparatus or enclosure that will provide 100 percent containment of all toxic dust and hazardous waste generated by the preparation procedure and subsequent painting for all coats. From this containment, the hazardous waste must be collected and transported under a strict procedure to an approved toxic site. Because of these restrictions, costs for "Corrosion Protection Projects" on major steel truss bridges have skyrocketed.

All of the items mentioned have contributed significantly to the increased cost for the projects that have been projected on the current 20-year CIP. The nature of work in renovating and rehabilitating the Willamette River Bridges does not lend itself to consistent cost estimating or to predictable competitive bids. We have been forced to increase our cost estimate for construction contingencies from 5 percent of the project cost on all projects to 28 percent on construction projects and 15 percent on painting projects.

When we combine the "Construction Projects" with the "Corrosion Protection Projects," including all costs for engineering and contingencies and then add \$20 million for the anticipated seismic retro-fitting along with \$800 thousand for in-depth and semi-in-depth inspections, we have a final cost estimate of \$193,277,888. This is the estimate in 1993 dollars for the 1993-2012 CIP and compares to a cost estimate of \$64,458,000 in 1989 dollars for the 1989-2008 CIP.

**Multnomah County
20-Year 1993-2012
Capital Improvement Plan - Willamette River Bridges**

<u>Section</u>	<u>Page</u>
Introduction	
Capital Project Identification	2
Project Evaluation	4
Plan Report	6
Update Process	6
Plan	
Willamette River Bridges 20-Year Capital Improvements Needs Report	8
Format	
A. Construction Projects	9
B. Corrosion Control (Paint) Projects	11
Project Rating Criteria	
A. Construction Projects	14
B. Corrosion Control (Paint) Projects	16
Appendices	
Appendix I. Hawthorne Bridge	18
Appendix II. Morrison Bridge	21
Appendix III. Broadway Bridge	24
Appendix IV. Burnside Bridge	27
Appendix V. Sellwood Bridge	30
Appendix VI. Sauvie Island Bridge	33
Appendix VII. CIP Process	35

**Multnomah County
20-Year 1993-2012
Capital Improvement Plan and Program
Willamette River Bridges**

The Multnomah County Transportation Division has instituted a process for establishing capital improvement needs projected over the next 20 years. This process follows the policies established in the County Comprehensive Framework Plan. These policies are to plan and develop a timely and efficient arrangement of public facilities and services, and to maintain a safe, efficient and convenient public transportation system.

This plan and program is concerned specifically with capital needs of the six Willamette River Bridges: Sellwood, Hawthorne, Morrison, Burnside, Broadway and Sauvie Island.

The intent of the Capital Improvement Plan for the Willamette River Bridges is to recommend and prioritize improvements and alternate solutions for each improvement for each bridge and indicate specific repairs and replacement to insure safe and reliable operation. Cost estimates are allocated to a specific period; immediate to short range (0-4 years), intermediate (5-9 years), and long range (10-20 years) projects.

The intent of the Capital Improvement Program for the Willamette River Bridges is to assign revenue and to establish a schedule for the construction year of identified high priority projects.

Capital Project Identification

By agreement with the County, consultant services were employed to perform an in-depth inspection and prepare engineering reports on (1) the present condition and recommendation for repair and rehabilitation of each of the six Willamette River Bridge main structures, and (2) the results of a detailed field inspection and structural analysis of each of the approach ramps to four of the Willamette River Bridges: Hawthorne, Morrison, Burnside and Broadway.

Working with the County, Sverdrup & Parcel and Associates, (Consultants) performed complete field inspections of (1) bascule and vertical lift bridge mechanical systems, (2) bascule and vertical lift bridge electrical systems, and (3) bridge superstructure and substructure to the water level to detect any structural deficiencies of the main structures of the four Willamette River Movable Bridges: Hawthorne, Morrison, Burnside and Broadway.

The OBEC Consulting Engineers performed detailed field inspections and structural analysis on the Sellwood and Sauvie Island Bridges and on each of the approach ramps to the Sellwood, Hawthorne, Morrison, Burnside and Broadway Bridges.

Underwater foundation inspections and investigations were performed by the Oregon Department of Transportation (ODOT). Results were then provided to consultants and the County.

By agreement with the County, consultant services of W.L. Bangert, Structural Painting Coordinator (retired), ODOT, were employed to prepare engineering reports on the condition and recommendation for rehabilitation of corrosion protection systems (paint) on the Willamette River Bridge main structures and approach ramps.

In addition to identifying bridge, ramp, and paint improvement requirements, the aforementioned reports prioritized improvement needs. Prioritization is determined by means of an objective rating system (see Rating Criteria Section). Cost estimates, as recommended by the consultant, were also included in the reports but, they have proved to be unreasonably low and when combined with the many changes in procedures and product costs since the consultant reports were written, are no longer relevant. Final cost estimates in 1993 dollars shown in the "Plan and Program" section have been prepared by the Bridge Engineering Section.

The following source documents and consultant reports were used:

Willamette River Bridges Investigation, Summary Report, prepared by Sverdrup & Parcel and Associates, Inc., in association with Moffatt, Nichol and Bonney, Inc., and Milton C. Stafford, October 1986.

Willamette River Bridge Ramp Investigation, Executive Summary Report by OBEC Consulting Engineers, Eugene, Oregon, January 1988.

Inspection and Cost Estimates for Contract Maintenance Painting, Multnomah County Structural Steel Bridges, prepared by W.L. Bangert, November 1987.

Willamette River Bridges 20-Year Capital Works Needs, Multnomah County Transportation Division, May 1988.

Oregon Coding Guide for the Inventory and Appraisal of Oregon Bridges, OR State Highway Division, 1985.

Manual for Maintenance Inspection of Bridges, American Association of State Highway and Transportation Officials (AASHTO), 1983.

Bridge Inspector's Training Manual 70, U.S.D.O.T., FHWA.

Bridge Inspector's Manual for Movable Bridges, U.S.D.O.T., FHWA.

Oregon State Highway Division, 1991 (Paint) Specifications.

Conceptual Engineering Analysis of Light Rail Service for the Sellwood Bridge, November 1990, CH2M Hill.

After reviewing these documents, Multnomah County Transportation Division, Bridge Capital Section, identified 43 construction projects and 15 separate corrosion protection (painting) projects in the 20-year plan ending in the year 2008. In updating this list for the present report, we have deleted the construction projects that have been completed along with those that are no longer applicable and have added seven (7) to the list for a current total of 35 construction projects. All fifteen Corrosion Protection (Painting) projects remain on the list for a total of fifty projects that will continue to enable us to provide for safe and reliable use of the bridges.

In addition to the fifty specific projects, two general projects have been added for seismic retro-fitting and in-depth inspections which are not ranked on the prioritized list but do represent a cost requirement for the Capital Improvement Program.

Project Evaluation

The framework used to evaluate, classify, and prioritize identified projects is a sophisticated rating system which relies heavily on component evaluation criteria. Five different criteria and some 45 or more pieces of information are required for each identified project. It should be noted here that pedestrian/bike accommodation is a possible 20 point consideration under the aforementioned "Component Evaluation Criteria". Multnomah County is committed to the Bicycle Master Plan developed by the Transportation Division and approved by the board as a component of the Master Transportation Plan and the Comprehensive Framework Plan. One objective of this plan is that the Willamette River Bridges under the jurisdiction of Multnomah County be made safe and accessible to bicyclists. In meeting this objective, advantage of every opportunity will be taken to provide for safe bicycling on any new or rehabilitated Willamette River Bridge or bridge ramp where accommodation is a realistic possibility. Assistance will also be made available in initiating the Willamette River Bridges accessibility project.

In general, project rating criteria for the bridges and ramps include a national-standard bridge sufficiency rating, bridge historical significance, outside funding availability for each project, type of project, and time-line considerations. Project rating criteria for corrosion protection (painting) include, in general, existing corrosion damage, area rust breakthrough, quality of paint, weather exposure and visual considerations. (Refer to Criteria Rating Section for detailed project rating criteria and examples of painting review.)

Projects are classified by use of a point system. The point system used for bridge and ramp construction projects is necessarily distinct from that used for corrosion protection classification. A point score for each project is assigned to each significant criteria. Total criteria points are added to determine a total point rating for each project.

Projects designated with the highest total points are the most critical repair or rehabilitation projects. (See Plan Section Format for description of projects and point determination.) Bridge structural improvements are grouped as construction projects within the same project rating criteria framework. Corrosion control (paint) projects are grouped as painting needs within their distinct rating criteria framework.

For construction projects, in general, a rating of 95 or more points (out of a possible 135 point total) indicates attention within 0-4 years of the 20-year program period. Ratings of 75 and above indicate attention is needed within the first 10 years. Projects rated 60 to 74 are necessary during the 10-20 year period. Some project schedules are shifted slightly because of the need to effectively allocate and manage annual resources and to coordinate with maintenance scheduling.

Note: Seismic restrictions have been tightened considerably but retro-fitting has not been added to the project rating criteria since the policy for inclusion is not yet finalized. Besides adding considerable cost to the construction of new bridges, seismic retro-fitting will be required on existing bridges under a possible scenario as follows:

Of the 5 Willamette River bridges maintained by Multnomah County in the urban area of Portland, one bridge will be selected as the primary access across the river in the event of an earthquake and first priority for retro-fitting will be given this bridge and its approach structures. Priorities in order beyond this initial bridge and as funds become available would be the approach structures on the remaining four bridges in order of priority. Retro-fitting all the approach structures plus one crossing structure is estimated, at a minimum, to cost \$20 million. Retro-fitting the remaining

crossing structures is estimated to cost an additional \$20 million, but is projected beyond the 20 year plan.

For paint projects, those with the highest rating are generally expected to be completed first. As there is less of a cost spread for the paint projects, the estimated total painting cost can be more evenly distributed as an annual requirement.

Plan Report

The Report, "Willamette River Bridges 20-Year Capital Improvement Needs," has been prepared by the Multnomah County Transportation Division, Bridge Capital Section. This report is the 20-Year Capital Plan, listing bridge construction projects, including seismic retro-fitting along with costs for in-depth and semi-in-depth inspections and corrosion protection projects in order of rank (high to low).

At the end of the report, the combined estimated costs for construction and corrosion protection projects are presented for each of four designated periods in the 20-year program. Figures are presented for the average annual need for the entire 20-year period. Estimated figures are presented for the grand total cost, and total County cost for the 20-year period.

The plan report represents the Transportation Division's recommendation for the 20-year Capital Improvements Program for Willamette River Bridges.

A description of the bridge and summary of the investigative engineering reports process for each of the six Willamette River Bridges (Hawthorne, Morrison, Burnside, Broadway, Sellwood, and Sauvie Island) can be found in Appendices I-VI.

The Capital Improvements Plan and Program Update Process for the Willamette River Bridges

As a necessary element of the safe and reliable public use of Willamette River Bridge structures, inspections and sufficiency ratings are routinely conducted by the County. Any changes in component need involving repair, scheduling and cost will be incorporated into the CIP 20-Year Plan Update Process. The Multnomah County Inspection policy is as follows:

In-Depth and Semi-In-Depth Inspections - These inspections will be conducted on a routinely regular basis, usually a 10-year frequency for the in-depth inspection and a 5-year maximum interval for the semi-in-depth inspection as dictated by Multnomah County Bridge inspection policy and the Willamette River Bridges Operation and Maintenance Manual. The in-depth inspection is a complete inspection and

evaluation of all mechanical, electrical and structural elements involved for each individual bridge. From this inspection, a complete list of short term and long term needs can be established, along with identifying appropriate projects. The semi-in-depth inspection is a general inspection of all mechanical, electrical and structural components with special emphasis on confirmation and updating of needs and projects identified through the in-depth inspection. New projects may result from this inspection.

Inspection for Structure Inventory and Appraisal - Every 2 years - This inspection is a visual inspection of all elements of each bridge structural component. The result of this inspection is an overall condition rating for the bridge with related comments and possible recommendations for action required.

General Monitoring of all Bridge Components by Multnomah County Bridge Maintenance Crew - This monitoring includes specifically designed measurements taken to track the progress of any suspicious defect, crack or deviation in structural, mechanical or electrical operation along with visual observations by the maintenance crew in the course of their daily maintenance activities. Input from this monitoring can provide beneficial information in preparing reports on other inspections or may add short term maintenance projects to the agenda.

The Program itself will be reviewed on an annual basis by staff with a scheduled full update process involving all interested parties every two years. These reviews will ensure every consideration is made to appropriate funds for the wisest use of limited resources needed to carry out the 20-Year CIP.

As part of the update process, estimated costs will be re-evaluated every two years to take into consideration any changes in federal, state or local regulations regarding for example, pollution damage control restrictions which are expected to dramatically increase over the next few years.

Willamette River Bridges
20-Year Capital Improvements Needs
Report

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20-YEAR CAPITAL IMPROVEMENT NEEDS FOR THE WILLAMETTE RIVER BRIDGES

CONSTRUCTION PROJECTS

All Cost Based on 1993 Dollars
Line Item Costs Include 28% Construction Contingencies
Bridge Section Overhead not Included

ALL ESTIMATED COSTS IN
THOUSANDS OF DOLLARS

RANK	BR	STR	BRIDGE #	Cat	DESCRIPTION	EST COST	Suf	His	Out	Comp	TL	TOT PTS	0-4 years	5-9 years	10-14 years	15-20 years
							Rat	Sig	Fun	Cri			FY 92-93 through FY 95-96	FY 96-97 through FY 00-01	FY 01-02 through FY 05-06	FY 06-07 through FY 11-12
							20	5	10	60	40					
1	Burnside	MS	0511	S	Paint Lower Trunnion Tower	235	10	5	0	60	40	115	235			
2	Willamette R.			E	Spare Submarine Cable	55	10	5	0	60	40	115	55			
3	Broadway	MS	6757	M	Mechanical Renovation (Phase II)	1093	10	5	0	60	40	115	1093			
4	Broadway	MS	6757	S	Deck Overlay & Guardrail	449	10	5	0	60	40	115	449			
5	Morrison	MS	2758/B	S	Span 4M Deck Replacement	1318	10	0	0	60	40	110	1318			
6	Burnside	R	0511A	S	First St. Stairway Installation	90	10	0	0	60	40	110	90			
7	Sauvie Island	S	2641	S	Southeast On-ramp Widening	263	10	0	5	50	40	105	263			
8	Burn/Morrison	MS	0511,2758	M	Replace two traffic gates on each bridge	200	10	5	0	50	40	105	200			
9	Broadway	R	6757A	S	Sidewalk Rehabilitation	178	5	0	0	60	40	105	178			
10	Morrison	R	2758B	S	West Side Deck Rehabilitation	557	0	0	0	60	40	100	557			
11	Morrison	MS	2758	M	Gear Reducer Replacement	30	10	0	0	50	40	100	30			
12	Morrison	MS	2758	S	Repair Sidewalk Expansion Joints	16	10	0	0	50	40	100	16			
13	Broadway	MS	6757	E	Variable Message Fiber Optic Warning Signs	0	10	5	0	40	40	95	375			
14	Burnside	MS	0511	L	Replace Roadway Lighting With 480V HPS	154	10	5	0	40	40	95	154			
15	Broadway	MS	6757	L	Replace 2300 V Lighting W/ 480 Vac System	61	10	5	0	40	40	95	61			
16	Broadway	R	6757A	S	Repair And Repaint Conc. Retaining Wall	60	5	0	0	50	40	95	60			
17	Morrison	MS	2758	S,R	East Side Deck Rehabilitation	1686	10	0	0	50	30	90		1686		
18	Morrison	MS	2758	L	Replace Wiring in Roadway Lighting System	16	10	0	0	40	40	90	16			
19	Morrison	MS	2758	M	Emergency Drive System For Bascule Spans	235	10	0	0	40	40	90			235	
20	Broadway	MS	6757	S	Sidewalk Replacement	777	10	5	0	40	30	85		777		
21	Burnside	MS	0511	M,E	Buffer Cylinder & Control Equipment	313	10	5	0	40	30	85		313		
22	Broadway	R	6757A/B	S	Broadway/Lovejoy Ramps - Deck/Joint Rehab.	445	5	0	0	50	30	85		445		
23	Hawthorne	MS	2757	S	Replace Deck Grating	3703	5	5	0	40	30	80		3703		
24	Morrison	MS	2758	E	New Sub Cable For Control Conductors	49	10	0	0	40	30	80		49		
25	Broadway	R	6757C	S	Resurface Bridge Deck & Approaches	60	5	0	0	40	30	75		60		
26	Burnside	MS	0511	S	Replace Concrete Roadway Deck	3980	10	5	0	40	20	75			3980	
27	Hawthorne	R	2757A&B	R,S	Madison Viaduct-Rdwy Approach/Deck Overlay	780	5	0	0	40	30	75		780		
28	Hawthorne	R	2757D	S	Concrete Deck Overlay	201	5	0	0	40	30	75		201		
29	Sellwood	MS	6879	S	Replace Structure - Construction	39468	10	0	0	50	10	70				39468
30	Sellwood	MS	6879	S	Replace Structure - Right-of-way	2754	10	0	0	50	10	70				2754
31	Broadway	MS	6757	M	Emergency Drives-Center Locks & Span Drive	155	10	5	0	35	20	70			155	
32	Burnside	R	0511A/B	R	East/West Approach - Rdwy App./Deck Rehab.	727	10	0	0	40	20	70			727	
33	Sauvie Island	MS	2641	S	Concrete Deck Overlay	252	10	0	0	40	20	70			252	
34	Broadway	MS	6757	S	Concrete & Grating Deck Replacement	2762	10	5	0	40	10	65				2762
35	Sauvie Island	MS	2641	S	2nd Crossing or Replacement	6798	10	0	0	40	10	60				6798
	Willamette River				Seizmic Retrofit - One Crossing Plus All Ramps	20000									20000	
	Willamette River				In Depth and Semi-In-Depth Inspections	800							300	100	300	100
ESTIMATED CONSTRUCTION COST						91095							5450	8114	25649	51882
Design Engineering (15%)						13664							818	1217	3847	7782
Construction Engineering (12%)						10931							654	974	3078	6226
ESTIMATED CONSTRUCTION COST						115691							6922	10305	32574	65890
AVERAGE YEARLY COST						5785							1635	2061	6515	10982

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CORROSION PROTECTION (PAINTING)
100% SP-6 Commercial Blast Preparation
100% Containment, Hazardous Waste Disposal,
Moisture Cured Urethane Coating System

All Cost Based on 1993 Dollars
Line Item Costs Include 15% Construction Contingencies
Bridge Section Overhead not Included

ALL ESTIMATED COSTS IN
THOUSANDS OF DOLLARS

Ra	BR	STR	BRIDGE #	Cat	DESCRIPTION	EST COST	Area	Qty	Weath	Vi-sual	TOT PTS	0-4 years	5-9 years	10-14 years	15-20 years
							Corr Damg	Rust Thru	of Paint	Expos		FY 92-93 through FY 95-96	FY 96-97 through FY 00-01	FY 01-02 through FY 05-06	FY 06-07 through FY 11-12
1	Hawthorne	MS	2757	P	HAWTHORNE BR. - Thru Truss/ Lift Entire Bridge	13523	4.0	4.0	3.0	2.0	2.0	15	13523		
2	Broadway	MS	6757	P	BROADWAY BR. - Thru Truss/ Bascule (Floor System) (Minus Floor System)	6045 12145	4.0	4.0	3.0	2.0	2.0	15	6045		
3	Burnside	MS	0511	P	BURNSIDE BR. - Steel Deck Truss/ Bascule Entire Bridge	5100	4.0	4.0	3.0	2.0	1.0	14		12145	
4	Sellwood	MS	6879	P	SELLWOOD BRIDGE - Trusses	3883	4.0	3.0	2.0	2.0	2.0	13	3883		
5	Broadway	R	6757A	P	BROADWAY ST. RAMP - Steel Deck on Steel Col.	2170	3.0	3.0	2.0	1.0	2.0	11			2170
6	Morrison	R	2758B	P	W. MORRISON Trans. Struc. - Steel 'I'-Beam	2638	2.0	4.0	2.0	1.0	2.0	11	2638		
7	Broadway	R	6757B	P	LOVEJOY RAMP - Steel Deck on Steel Col.	1333	3.0	3.0	2.0	1.0	2.0	11			
8	Morrison	MS	2758	P	MORRISON BR. - Steel Deck Truss/ Bascule	9841	3.0	3.0	1.0	2.0	1.0	10	9841		
9	Hawthorne	R	2757A	P	HAWTHORNE ST. VIADUCT E.B. - Steel 'I'-Beam	1666	2.0	2.0	1.0	1.0	2.0	8			
10	Hawthorne	R	2757B	P	MADSION ST. VIADUCT W.B. - Steel 'I'-Beam	1709	2.0	2.0	1.0	1.0	2.0	8			
11	Sauvie Island	MS	2641	P	SAUVIE IS. BR. - Steel Deck Truss/ Thru Truss	1167	2.0	2.0	1.0	2.0	1.0	8			
12	Morrison	R	8589	P	MORRISON ST. VIADUCT W.B. - Steel 'I'-Beam	2192	1.0	1.5	0.5	2.0	1.5	7			
13	Morrison	R	2758A	P	BELMONT ST. VIADUCT E.B. - Steel 'I'-Beam	2114	1.0	1.5	0.5	2.0	1.5	7			
14	Morrison	R	8589Y	P	Water Ave ON Ramp W.B. - Steel 'I'-Beam	0	1.0	1.5	0.5	2.0	1.5	7			
15	Morrison	R	8589Z	P	Water Ave OFF Ramp E.B. - Steel 'I'-Beam	225	1.0	1.5	0.5	2.0	1.5	7			
ESTIMATED PAINTING COST						65751						19568	33607	5875	6701
Design Engineering (3%)						1973						587	1008	176	201
Construction Engineering (15%)						9863						2935	5041	881	1005
ESTIMATED TOTAL PAINTING COST						77586						23090	39656	6933	7907
AVERAGE YEARLY COST TO PAINT						3879						5773	7931	1387	1318
=====															
SUMMARY: COMBINED CONSTRUCTION & PAINTING COST															
COMBINED ESTIMATED CONSTRUCTION & PAINTING COST						156846						25018	41721	31524	58583
DESIGN ENGINEERING						15637						1405	2225	4024	7983
CONSTRUCTION ENGINEERING						20794						3589	6015	3959	7231
COMBINED ESTIMATED GRAND TOTAL COST						193277						30012	49961	39507	73797
COMBINED ESTIMATED AVERAGE YEARLY COST						9664						7503	9992	7901	12300



Estimated Construction Cost Table

A. Format - Construction

File Name: 938PCIP4

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20-YEAR CAPITAL IMPROVEMENT NEEDS FOR THE WILLAMETTE RIVER BRIDGES

CONSTRUCTION PROJECTS

All Cost Based on 1993 Dollars
Line Item Costs Include 28% Construction Contingencies
Bridge Section Overhead not Included

RANK	BR	STR	BRIDGE #	Cat	DESCRIPTION	EST COST	Surf Ret	Hie Sig	Out Fun	Comp	TL	TOT PTS	0-4 years FY 92-93 through FY 95-96	5-9 years FY 96-97 through FY 00-01	10-14 years FY 01-02 through FY 05-06	15-20 years FY 06-07 through FY 11-12
1	Burnside	MS	0511	S	Paint Lower Trunnion Tower	235	10	5	0	60	40	115	235			
2	Willamette R.			E	Spare Submarine Cable	55	10	5	0	60	40	115	55			
3	Broadway	MS	6757	M	Mechanical Renovation (Phase II)	1093	10	5	0	60	40	115	1093			
4	Broadway	MS	6757	S	Deck Overlay & Guardrail	449	10	5	0	60	40	115	449			
5	Morrison	MS	2758/B	S	Span 4M Deck Replacement	1318	10	0	0	60	40	110	1318			
6	Burnside	R	0511A	S	First St. Stairway Installation	90	10	0	0	60	40	110	90			
7	Broadway	MS	6757	E	Variable Message Fiber Optic Warning Signs	375	10	5	5	50	40	110	375			
8	Sauvie Island	S	2641	S	Southeast On-ramp Widening	263	10	0	5	50	40	105	263			
9	Burn/Morrison	MS	0511,275A	M	Replace two traffic gates on each bridge	200	10	5	0	60	40	105	200			
10	Broadway	R	6757A	S	Sidewalk Rehabilitation	178	5	0	0	60	40	105	178			
11	Morrison	R	2758B	S	West Side Deck Rehabilitation	557	0	0	0	60	40	100	557			
12	Morrison	MS	2758	M	Gear Reducer Replacement	30	10	0	0	50	40	100	30			
13	Morrison	MS	2758	S	Repair Sidewalk Expansion Joints	16	10	0	0	50	40	100	16			

Data items described below are taken from the top margin of each page of the Willamette River Bridges 20-Year Capital Improvements Needs Report, Construction Projects.

Rank. The report print-out ranks projects according to total criteria rating points received.

Bridge. Locational description: bridge involved for each project is identified. (Hawthorne, Burnside, Morrison, Broadway, Sellwood, Sauvie Island).

Structure. Identifies project as Main Structure = MS or Ramp = R.

Bridge No. The state and county designated identification number for bridge or ramp.

Category. The system identified for capital work, i.e., Structural = S, Mechanical = M, Electrical = E, Lighting = L, R = Resurface, P = Paint.

Description. Brief project description.

Estimated Cost. Estimated cost represented in thousands of dollars. All costs are based on 1993 dollars. Line item costs include 28% construction contingencies.

Bridge Sufficiency Rating. The basis of the bridge sufficiency rating system is the ODOT sufficiency rating system (Oregon Coding Guide for the Inventory and Appraisal of Oregon Bridges - 1985). The rating system comprises three elements: structural adequacy and safety, serviceability and functional obsolescence, and essentiality for public use.

Historical Significance. Rating points (5) were assigned for projects on bridges of historical significance. The three bridges are Broadway, Burnside and Hawthorne. Bridges with no historical significance received (0) points.

Outside Funding Availability. Projects known to have outside funding available received 10 points. Projects for which outside funding availability is anticipated received 5 points. Most projects have no outside funding availability and received (0) points.

Component Evaluation Criteria. A critical item, structural, mechanical or electrical item received highest ratings, depending on primary or secondary importance. A maximum of 60 points can be assigned to this categorical criteria.

Replacement/Repair Time-line. Completion dates as recommended by consultants investigation reports and confirmed or updated by the County Engineer were assigned points (40 points maximum) with immediate need projects receiving highest points.

Total Points. Above 5 criteria were totaled. This column was used to rank projects. Highest total points were ranked most critical.

1993-2012. Twenty years represented in 20-Year Plan. Project costs in thousands of dollars will appear in appropriate year. Projects capable of schedule shifting are indicated by straight horizontal lines.

B. Format - Painting

20-YEAR CAPITAL IMPROVEMENTS NEEDS FOR THE WILLAMETTE RIVER BRIDGES
027/087/048

CORROSION PROTECTION (PAINTING)
100% SP-6 Commercial Blast Preparation
100% Containment, Hazardous Waste Disposal,
Moisture Cured Urethane Coating System

All Cost Based on 1993 Dollars
Line Item Costs Include 15% Construction Contingencies
Bridge Section Overhead not Included

Moisture Cured Urethane Coating System																	
R#	BR	STR	BRIDGE #	Cat	DESCRIPTION	EST COST	Corr	Area	Qty	Weath	Vi-	TOT	0-4 years	5-9 years	10-14 years	15-20 years	
							Damg	Rust	of	Expos	Thru	Paint	3	3	2	PTS	FY 92-93 through FY 95-96
1	Broadway	MS	6757	P	BROADWAY BR. - Thru Truss/Bascule (Floor System)	6045	4.0	4.0	3.0	2.0	2.0	15	6045				
					(Minus Floor System)	12145								12145			
2	Hawthorne	MS	2757	P	HAWTHORNE BR. - Thru Truss/Lift Entire Bridge	13523	4.0	4.0	3.0	2.0	2.0	15	13523				
3	Burnside	MS	0511	P	BURNSIDE BR. - Steel Deck Truss/Bascule Entire Bridge	5100	4.0	4.0	3.0	2.0	1.0	14					
4	Sellwood	MS	6879	P	SELLWOOD BRIDGE - Trusses	3863	4.0	3.0	2.0	2.0	2.0	13			5100		
5	Broadway	R	6757A	P	BROADWAY ST. RAMP - Steel Deck on Steel Col.	2170	3.0	3.0	2.0	1.0	2.0	11					
6	Morrison	R	2758B	P	W. MORRISON Trans. Struc. - Steel T-Beam	2636	2.0	4.0	2.0	1.0	2.0	11			2636		2170
7	Broadway	R	6757B	P	LOVEJOY RAMP - Steel Deck on Steel Col.	1333	3.0	3.0	2.0	1.0	2.0	11					
8	Morrison	MS	2758	P	MORRISON BR. - Steel Deck Truss/Bascule	9841	3.0	3.0	1.0	2.0	1.0	10			9841		1333
9	Hawthorne	R	2757A	P	HAWTHORNE ST. VIADUCT E.B. - Steel T-Beam	1666	2.0	2.0	1.0	1.0	2.0	8					
10	Hawthorne	R	2757B	P	MADISON ST. VIADUCT W.B. - Steel T-Beam	1709	2.0	2.0	1.0	1.0	2.0	8					
11	Sauvie Island	MS	2641	P	SAUVIE IS. BR. - Steel Deck Truss/Thru Truss	1167	2.0	2.0	1.0	2.0	1.0	8					

Data items described below are taken from the top margin of each page of the Willamette River Bridges 20-Year Capital Improvements Needs Report, Painting Projects.

Rank. The report print-out ranks projects according to total criteria rating points received.

Bridge. Locational description: Bridge involved for each project is identified. (Hawthorne, Burnside, Morrison, Broadway, Sellwood, Sauvie Island).

Structure. Identifies structure as Main Structure = MS or Ramp = R.

Bridge No. The state and county designated identification number for bridge or ramp.

Category. The system identified for capital work, i.e., P = Paint.

Description. Brief project description.

Estimated Cost. Estimated cost represented in thousands of dollars. All costs are based on 1993 dollars. Line item costs include 15% construction contingencies.

Corrosion Damage. Criteria rating points were assigned for corrosion damage to the steel, either existing or potentially imminent. Higher numbers indicate a more serious defect.

Area of Rust Breakthrough. Criteria rating points were assigned as to the actual area or degree of rust breakthrough. Higher numbers indicate heavier rust.

Quality of Paint. The quality of the existing paint was a third criteria. Conditions which affect the paint's present quality were degrees and thoroughness of cleaning of the steel surface prior to painting, the quality of the paint, the surface exposure to weather and environmental surroundings.

Weather Exposure. Surface exposure to moisture (rain, leakage, drainage) and u-v light were rated to classify exposure conditions. Higher points indicate higher degree of weather exposure.

Visual (Public Exposure). The overall appearance and exposure to public view varies for each structure as to the structure's location, the traffic volume or population surrounding the site, and whether traffic passes through, over or under the structure. Higher points indicate more public exposure.



Project Rating Criteria

A. Construction Projects

B. Corrosion Control (Paint) Projects
Construction Project Rating Criteria

A. Bridge Sufficiency Rating (20 points maximum)

<u>ODOT</u>	<u>County</u>
0 - 25	20 points
26 - 50	10 points
51 - 80	5 points
81 - 100	0 points

B. Bridge Historical Significance (5 points maximum).

Significant	5 points	Broadway #6757 Burnside #0511 Hawthorne #2757
-------------	----------	---

No Importance 0 points

C. Outside funding availability (10 points maximum).

Available	10 points
Anticipated	5 points
Not Available	0 points

D. Component Evaluation Criteria (60 points maximum).

Critical Item	60 points	
Structural Item	50 points	Primary 40 Secondary
Mechanical Item	50 points	Primary 40 Secondary
Electrical Item	50 points	Primary 40 Secondary
Deck	40 points	
Illumination	40 points	
Component Life		
Extension	35 points	
Traffic Control	20 points	
Pedestrian/Bike		
Accommodation	20 points	

E. Recommended Replacement/Repair Time-line (40 points maximum).

0 - 4 years	40 points
5 - 9 years	30 points
10 - 14 years	20 points
15 - 20 years	10 points

SUMMARY OF BRIDGE SUFFICIENCY RATING FACTORS USED BY ODOT

1. STRUCTURAL ADEQUACY
AND SAFETY

$$S_1 = 55\% \text{ Max.}$$

59 Superstructure
60 Substructure
62 Culvert
66 Inventory Rating

2. SERVICEABILITY AND
FUNCTIONAL OBSOLESCENCE

$$S_2 = 30\% \text{ Max.}$$

12 Defense Highway
28 Lanes on Structure
29 ADT
32 Appr. Rdwy. Width
43 Structure Type
51 Bridge Rdwy. Width
53 VC over deck
58 Deck Condition
67 Structural Condition
68 Deck Geometry
69 Under-clearances
71 Waterway Adequacy
72 Appr. Rdwy. Align.

3. ESSENTIALITY FOR
PUBLIC USE

$$S_3 = 15\% \text{ Max.}$$

12 Defense Highway
19 Detour Length
29 ADT

4. SPECIAL REDUCTIONS

$$S_4 = 13\% \text{ Max.}$$

19 Detour Length
36 Traffic Safety
Features
43 Structure Type,
Main

$$\text{SUFFICIENCY RATING} = S_1 + S_2 + S_3 - S_4$$

Sufficiency Rating shall not be
<0 nor> 100

PROJECT RATING CRITERIA EXAMPLE

CORROSION CONTROL (PAINT) PROJECTS

BR. NO. 6879 NAME Sellwood Bridge COUNTY Multnomah

LOCATION FAU 9704 INSP. BY Bangert Davis DATE 9/29/87

STRUCT. DESCRIPTION 2 - 245'6" & 2 - 300' steel deck trusses

STEEL SPANS Wt. est. by Co. 10-87

WT. STRUCT. STEEL 1,060 tons

EST. AREA STEEL 318,000 sq. ft.

EXIST. PAINT TYPE:

LAST PAINTED 1962

BY J I Hass 1400-G-63

Prime: Red Lead

Int.: Red Lead

Top: Alkyd

	Severe	Moderate	Light	None	
Corrosion Damage	4	3	2	1	= 4
Area Rust Breakthrough	Heavy 4	Moderate 3	Scattered 2	None 1	= 3
Quality of Paint	Loose 3	Dead 2	Moderate 1	Live 0	= 2
Weather Exposure	Wet 3	Moderate 2	Dry 1		= 2
Visual (Pub. Exposure)	High 2	Low 1	None 0		= 2

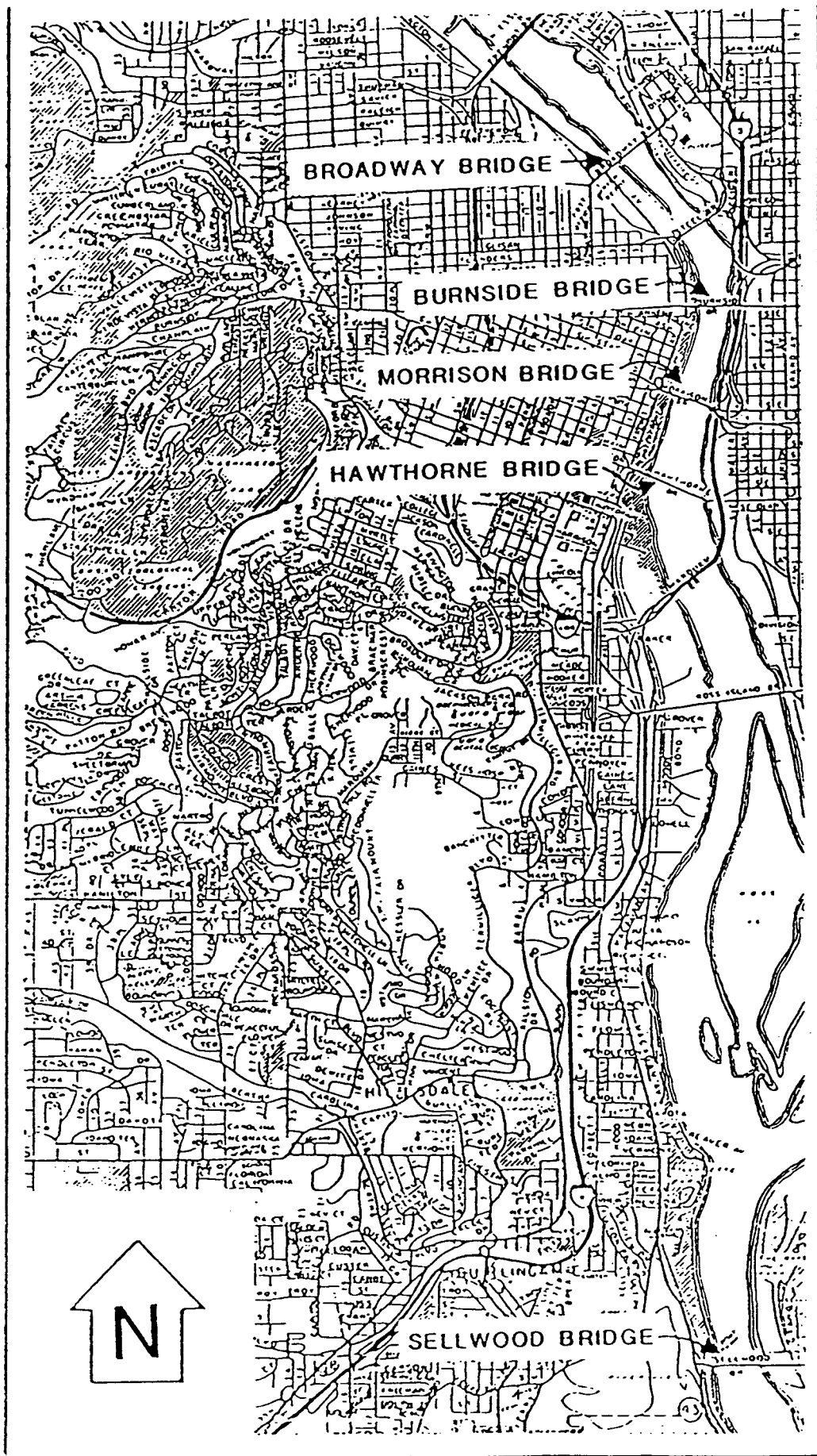
(Rate) Total = 13

Span 20 and one panel of span 19 were painted in 1984 by County maintenance forces. Although much old paint remains, the overall condition is good and should last several years without serious failure. The remaining steel is sustaining serious corrosion damage and should be repainted within the next two or three years. There are structures under both ends of the bridge which will require protection.

Blast clean to steel and repaint 1988-1989 seasons.



Appendix	1:	Hawthorne Bridge
Appendix	2:	Morrison Bridge
Appendix	3:	Broadway Bridge
Appendix	4:	Burnside Bridge
Appendix	5:	Sellwood
Appendix	6:	Sauvie Island
Appendix	7:	CIP Process

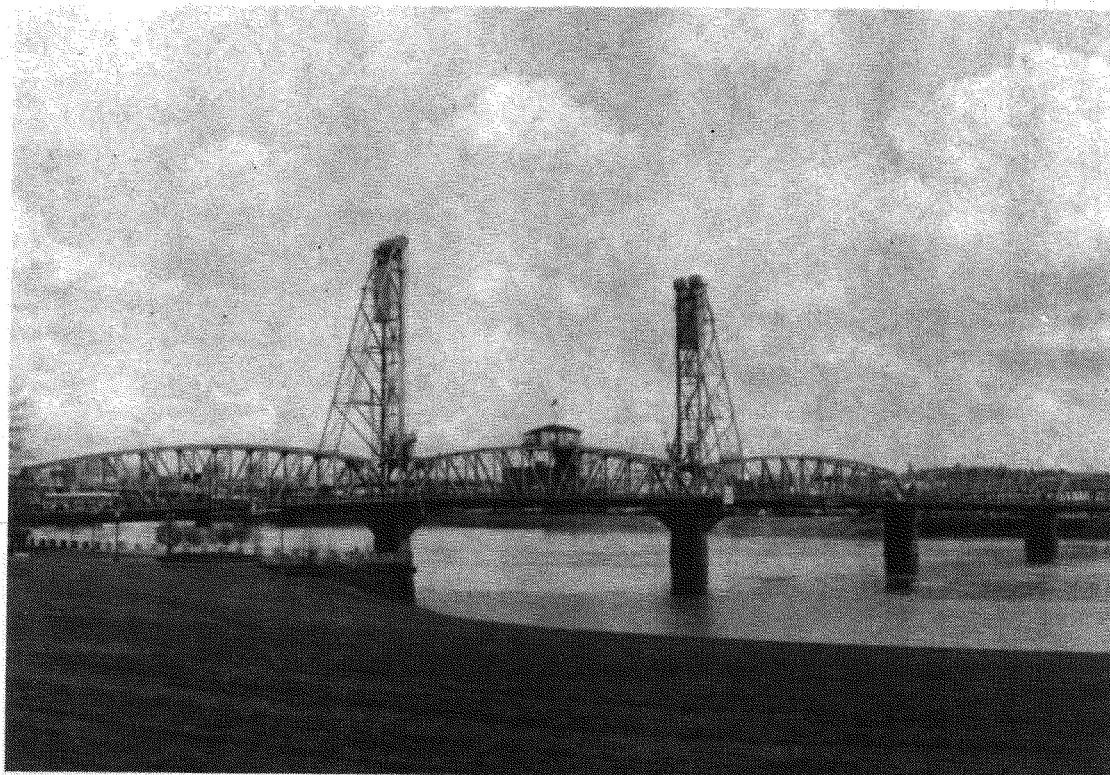


CIP FOR WILLAMETTE RIVER BRIDGES

VICINITY MAP



VICINITY MAP



HAWTHORNE BRIDGE SUMMARY

Structure Number 2757
Madison Street-Hawthorne Boulevard
Portland, Multnomah County

Constructed - 1910
Steel Through Truss (Parker) Vertical Lift
Ownership - Multnomah County

WILLAMETTE RIVER BRIDGES: HAWTHORNE

The Hawthorne Bridge is the oldest remaining highway structure across the Willamette River. The main span is a 244-foot steel through truss (Parker) vertical lift span, capable of a vertical movement of 110 feet and providing a lateral waterway clearance of 230 feet. Two electric motors lift the vertical deck lift span. The two towers are 165 feet tall. The bridge includes five steel through truss (Parker) secondary spans, each 220 feet in length, and thirteen concrete approach spans. The Hawthorne Bridge is the lowest of the Willamette River Bridges in Portland, with 53 feet of clearance at low water, and consequently is raised more than any of the other drawbridges. This structure replaced a timber drawspan structure (Madison Street Bridge) built in 1891 and destroyed by fire in 1902. The Hawthorne Bridge has little architectural or decorative treatment. It was designed by Waddell and Harrington, Kansas City, and constructed by the Pennsylvania Steel Company, Portland, for a total cost of \$511,000.

Hawthorne Bridge

Description

The Hawthorne Bridge is one of the eight major bridges that connect east and west Portland. It is maintained by Multnomah County. Originally built in 1910 to carry rail traffic, the Hawthorne Bridge now carries about 27,000 vehicles daily in four traffic lanes. Vertical clearance for river traffic is limited. Approximately 150 openings per month are required for the vertical lift span.

Modifications

Major structural modifications have included removal of the original timber deck and sidewalk and installation of open steel grating deck and concrete sidewalks. The outbound lanes of Span 6 have been widened near the west approach to the bridge.

Analysis

Structural, mechanical and electrical field inspections, investigation of mechanical and operating sequences, and structural analysis for the six main truss spans were made by Sverdrup & Parcel and Associates, consultants, in 1985 and 1986.

Detailed field inspection and structural analysis of the Hawthorne approach ramps on both sides of the main river span were completed by OBEC Consulting Engineers in 1988.

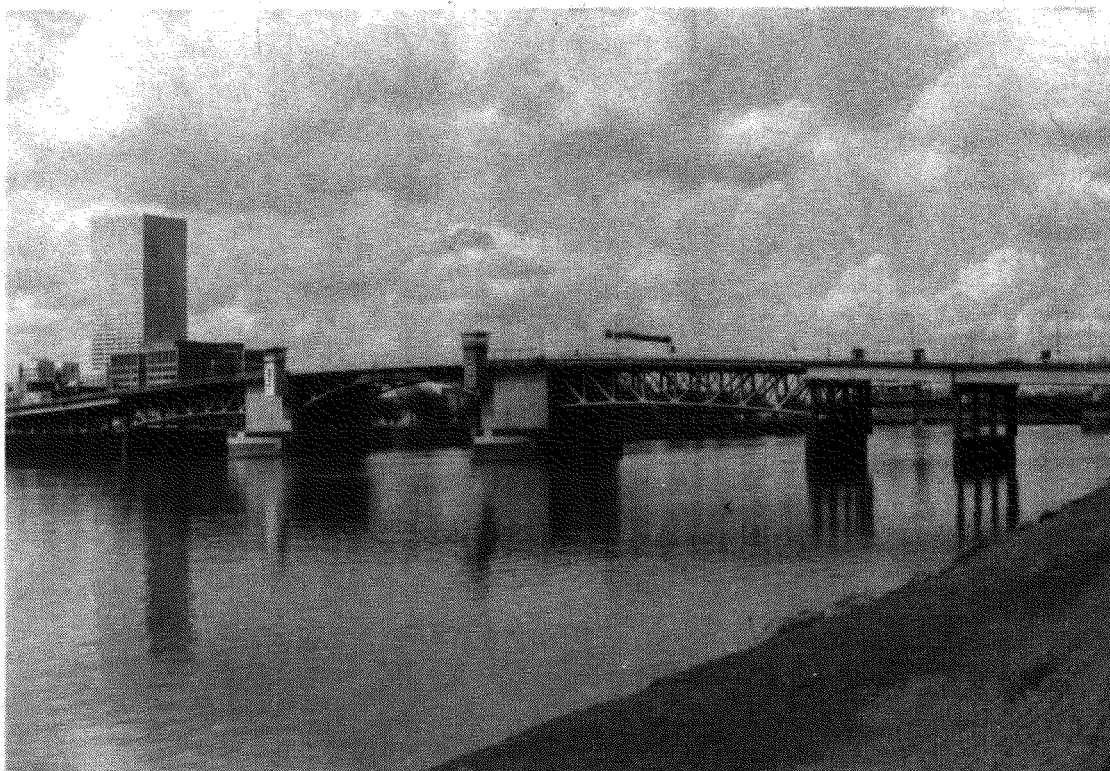
Within the framework of the CIP process, consultant's reports for the Hawthorne Bridge were analyzed by the appropriate County Engineers, projects were identified, and cost estimates were verified to produce the Hawthorne Bridge part of the Willamette River Bridges 20-Year Capital Improvements Needs Plan (see Report Section).

The structural, mechanical, and electrical deficiencies and estimated costs for repairs were summarized for Contract Repair Recommendations in the Sverdrup Investigation Summary Report. A summary of the Contract Repair suggestions, estimated costs, and target years for construction for the Hawthorne ramps were submitted by OBEC Consulting Engineers in 1988.

The paint investigation report and cost estimates from consultant W.L. Bangert for the Hawthorne Bridge and ramps were for cleaning and painting only. Based on risk factor, an additional construction cost was added to cover such items as traffic protection, mobilization, special insurance, and

environmental control measures. These considerations are reflected in the CIP Plan (see Report, Painting Section).

Projects for replacement of the east approach ramp structures and for Phase II Structural and Electrical Rehabilitation, as recommended in the consultants investigation report, have been completed and are not included in the current CIP.



MORRISON BRIDGE SUMMARY

Structure Number 2758
Morrison/Belmont-Front/Alder/Washington
Portland, Multnomah County

Constructed - 1958
Steel Double Leaf Strauss Bascule
Ownership - Multnomah County

WILLAMETTE RIVER BRIDGES: MORRISON

The Morrison Bridge is a six-lane, three-span, steel deck truss structure. The main spans consist of two 206'-8" side span steel deck trusses and a 262'-0" double-leaf Strauss trunnion bascule draw span. The cantilever sections supporting the roadway are divided into six 18'-8" panels with the truss height varying from 6'-0" at the center break to 26'-0" at live load support. The first Morrison Bridge, a wooden bridge built in 1887 with many short spans was the first bridge across the Willamette River into Portland. It was designed by the Pacific Bridge Company and was operated as a toll bridge. In 1905, the second Morrison Bridge, a steel swing span structure was built. It was dismantled in 1958 to make way for the existing Morrison Bridge.

Morrison Bridge

Description

The Morrison Bridge is a major travel corridor linking SE Portland and Interstate 5 to inner-city Portland. It is maintained by Multnomah County.

Built in 1958, the Morrison Bridge accommodates six lanes of traffic with an average daily traffic volume of 41,000 vehicles. Vertical clearance of the closed bascule span is adequate for the majority of river traffic. Approximately 15 openings per month are required for the bascule draw span.

Modification

The only major modifications to the bridge have been a rebuild of the main pier fendering system in 1965, and complete deck replacement of the easterly side span in 1980.

Analysis

Structural, mechanical and electrical field inspections, investigation of mechanical and operating sequences, and structural analysis for the three main river truss spans were made by Sverdrup & Parcel and Associates between May and August 1985. Detailed field inspection and structural analysis of the Morrison Bridge approach ramps on both sides of the river spans were done by OBEC Consulting Engineers in 1987.

Within the framework of the CIP process, consultant's reports for the Morrison Bridge were analyzed by the appropriate County Engineers, projects were identified, and cost estimates were verified to produce the Morrison Bridge part of the Willamette River Bridges 20-Year Capital Improvements Needs Plan.

The structural, mechanical and electrical deficiencies and estimated costs for repairs were summarized for Contract Repair Recommendations in the Sverdrup Investigation Summary Report. Complete details of the inspection and structural rating are contained in the Morrison Bridge Investigation Engineering Report, dated June 1986. A summary of the repair suggestions, the estimated costs, and the target years for construction of the Morrison Bridge approach ramps were presented by OBEC Engineers in 1988.

The paint investigation report and cost estimates from consultant W.L. Bangert for the Morrison Bridge and approaches were for cleaning and painting only. Based on risk factor, an

additional construction cost was added to cover such items as traffic protection, mobilization, special insurance, and environmental control measures. The considerations are reflected in the CIP Plan (see Report, Painting Section).



BROADWAY BRIDGE SUMMARY

Structure Number 6757
Broadway Street
Portland, Multnomah County

Constructed - 1913
Steel Through Truss (Pennsylvania-Petit)
Double-Leaf Bascule
Ownership - Multnomah County

WILLAMETTE RIVER BRIDGES: BROADWAY

The Broadway Bridge, designed by the internationally famous bridge designer Ralph Modjeski, is cited as "an important example of the Rall-type bascule span" by David Plowden in Bridges: The Spans of North America (1974). The rarity and uniqueness of the Rall bascule structure add considerable technological interest to this structure. Built over a period of two years by the Pennsylvania Steel Company at a cost of \$1.6 million, the bridge was the longest double-leaf bascule drawbridge in the world when constructed. The central span is a 297-foot steel through truss double-leaf bascule drawspan, providing 250 feet of lateral waterway clearance. The five secondary spans, four Pennsylvania-Petit steel through trusses and one Pratt steel through truss total 1,736 feet in length. An ornate vintage wrought iron bridge railing adjoins the sidewalks.

Broadway Bridge

Description

The Broadway Bridge is one of the eight major Willamette River bridges. It connects NE Portland to NW Portland. The Broadway Bridge is maintained by Multnomah County.

The Broadway Bridge was one of the first movable span bridges in Portland. Built in 1911 and 1912, the bridge was originally designed for rail traffic and vehicular traffic. The bridge presently accommodates four lanes of vehicular traffic with an average daily traffic volume of 26,000 vehicles. Vertical clearance of the closed bascule span is adequate for the majority of river traffic. Approximately 30 openings per month are required primarily to accommodate grain terminal ships.

Modification

Major structural modifications have included the replacement of the original timber plank deck on the approach spans with a concrete deck slab in 1927. The bascule span deck was replaced with open steel grating in 1948, where the street car rails were removed. Machinery renovations include the addition of automatic traffic gates in 1971, and major repairs to the struts in 1982.

Analysis

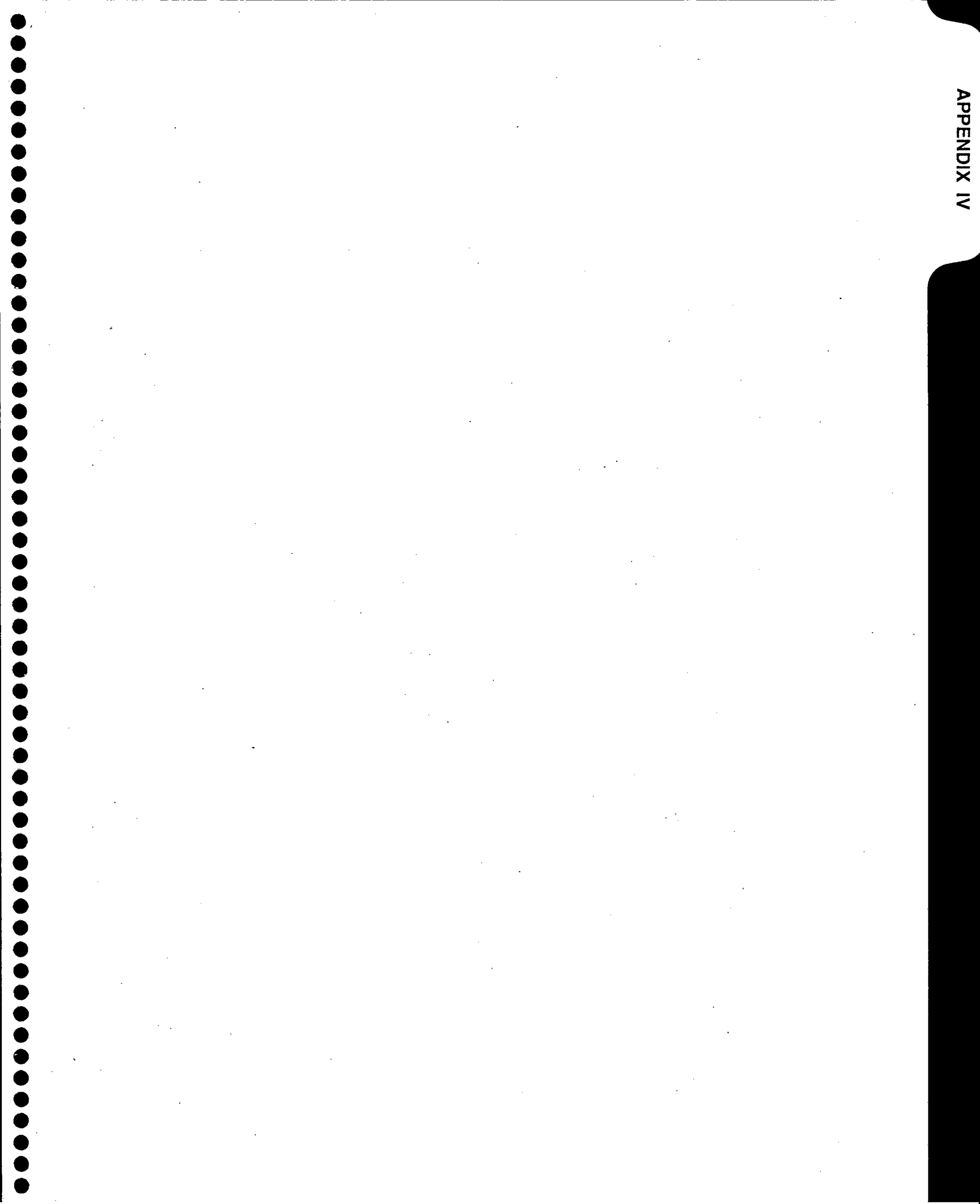
Structural, mechanical, and electrical field inspections, investigation of mechanical and operating sequences, and structural analysis for the six main river truss spans of the Broadway Bridge were made by the Sverdrup Consultant group in 1985 and 1986. Detailed field inspection and structural analysis of the Broadway Bridge east and west approaches were completed by OBEC Consulting Engineers in 1988.

Within the framework of the CIP process, consultant's reports for the Broadway Bridge were analyzed by the appropriate County Engineers, projects were identified, and cost estimates were verified to produce the Broadway Bridge part of the Willamette River Bridges 20-Year Capital Improvements Needs Report.

The structural, mechanical and electrical deficiencies, recommendations for rehabilitation or improvements, and estimated costs associated with these items are included in the Sverdrup Investigation Summary Report. Recommendations for repairs and estimated costs associated with those repairs were determined by OBEC Consulting Engineers and reported in their

Engineering Report to the County in 1988. Projects for electrical renovations, including a new submarine cable along with mechanical renovations on the east side as recommended in the consultant's investigation report, have been completed and are not included in the CIP.

The paint investigation report and cost estimates from consultant W.L. Bangert for the Broadway Bridge and approaches were for cleaning and painting only. Based on variable risk factor, an additional construction cost was added to projects to cover such items as traffic protection, mobilization, special insurance, and environmental control measures. These considerations are reflected in the CIP Plan (see Report, Painting Section).





BURNSIDE BRIDGE SUMMARY

Structure Number 511
Burnside Street
Portland, Multnomah County

Constructed - 1926
Steel Double-Leaf Bascule
Ownership - Multnomah County

WILLAMETTE RIVER BRIDGES: BURNSIDE

The Burnside Bridge is a double-leaf bascule drawspan. It replaced the original 1894 wrought iron truss swing span structure. Two spans of the 1894 structure were moved to new locations and are the oldest highway bridges in Oregon (Bull Run River Bridge and the Sandy River Bridge on Lusted Road, both in Clackamas County). The Burnside Bridge has two 266-foot steel deck truss secondary spans and thirty-four steel deck girder approach spans for a total structure length of 2,308 feet. The bascule system for the bridge was designed by Joseph B. Strauss, who later designed San Francisco's Golden Gate Bridge. The principal engineer for the Burnside Bridge was noted engineer Gustav Lindenthal. The original design concept is credited to I.G. Hendrick and Robert Kremers of Multnomah County, who were later replaced by Lindenthal. The Pacific Bridge Company constructed the bridge. Architectural treatment of the bridge includes an ornate spindle-type balustrade railing (wrought iron on the bascule section) and turreted operator shelters cantilevered from the massive main piers. The Burnside Bridge is distinguished as one of the most visually appealing of Portland's Willamette River Bridges.

Burnside Bridge

Description

The Burnside Bridge is one of the four major movable Willamette River Bridges maintained by Multnomah County. It connects east Portland to west Portland and divides south and north Portland. The bridge was originally built in 1926 and carries about 44,000 vehicles daily in six lanes of traffic. Vertical clearance of the closed bascule span is adequate for most river traffic. Approximately 15 openings per month are required of the draw span.

Modifications

Minor modifications have been made to the Burnside Bridge since its original construction. The east and west approaches have undergone deck resurfacing and joint rehabilitation.

Analysis

Structural, mechanical and electrical field inspections, investigation of mechanical and operating sequences, and structural analysis for the three main river spans of the Burnside Bridge were made by Sverdrup & Parcel and Associates, Inc., in 1985. Detailed field inspection and structural analysis of the east and west approach spans of the Burnside Bridge were conducted by OBEC Consulting Engineers in August 1987.

Within the framework of the CIP process, consultant's reports for the Burnside Bridge were analyzed by the appropriate County Engineers, projects were identified, and cost estimates were verified to produce the Burnside Bridge part of the Willamette River Bridges 20-Year Capital Improvements Needs Report.

The structural, mechanical and electrical deficiencies and estimated costs for repairs and rehabilitation associated with these items can be found in the Sverdrup & Parcel and Associates Investigation Summary Report. Complete details of the inspection and structural rating are contained in the Burnside Bridge Investigation Engineering Report, dated June 1986, by Sverdrup.

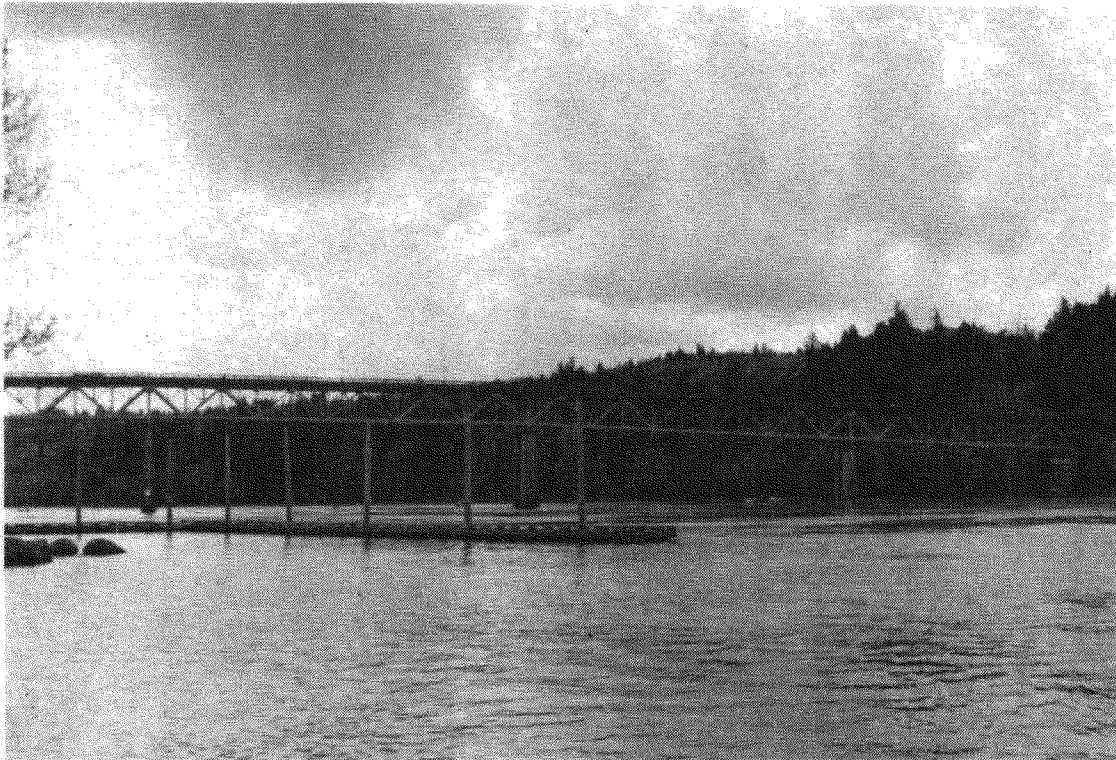
A summary of the Contract Repair suggestions, estimated costs, and target years for construction were submitted for the Burnside Bridge east and west approaches by OBEC Consulting Engineers in 1988.

The paint investigation report and cost estimates from

consultant W.L. Bangert for the Burnside Bridge and approaches were for cleaning and repair only. Based on risk factor, an additional construction cost was added to cover such items as traffic protection, mobilization, special insurance, and environmental control measures. These considerations are reflected in the CIP Plan, Painting Section.

The following projects were recommended in the aforementioned consultant's investigation report and have now been completed. They are not included in the current CIP:

1. Sidewalk and railing rehabilitation.
2. Electrical renovations.
3. Counterweight link modifications.
4. E/W approach rehabilitation and rocker bearing replacement on three piers.



SELLWOOD BRIDGE SUMMARY

Structure Number 6879
SW Macadam-SE Tacoma
Portland, Multnomah County

Constructed - 1925
Steel Deck Truss
Ownership - Multnomah County

WILLAMETTE RIVER BRIDGES: SELLWOOD

The Sellwood Bridge is a Warren steel truss structure. It has an overall length of 1,971 feet and provides a 24' roadway with one 4'-3" sidewalk on the downstream side. The main river spans consist of a 1,092' four span continuous steel Warren truss. The two interior spans of 300' in length, and the two end spans of 246' carry a 6-1/2" thick concrete deck. The truss is supported on five major concrete piers and footings, of which two are founded on piles, and three are founded on hard pan material. The Sellwood Bridge replaced the Sellwood Ferry and is the only major bridge crossing of the Willamette River in a 10-mile stretch.

Sellwood Bridge

Description

The Sellwood Bridge is the only major bridge crossing of the Willamette River in a 10-mile stretch of heavily populated area. The Sellwood Bridge is maintained by Multnomah County. Built in 1925, it has served as a major link for people traveling to west Portland from SE Portland and Milwaukie. It carries about 27,800 vehicles daily. The Sellwood Bridge is a non-movable bridge, i.e., vertical clearance is sufficient for river traffic.

Modifications

In 1960 the structural integrity of the bridge was greatly reduced when the west-side approach spans moved an estimated 18-inches toward the river. Repairs were immediately implemented. In 1961, a 25-foot prestressed concrete girder span was added, new columns and pile foundations were needed.

Analysis

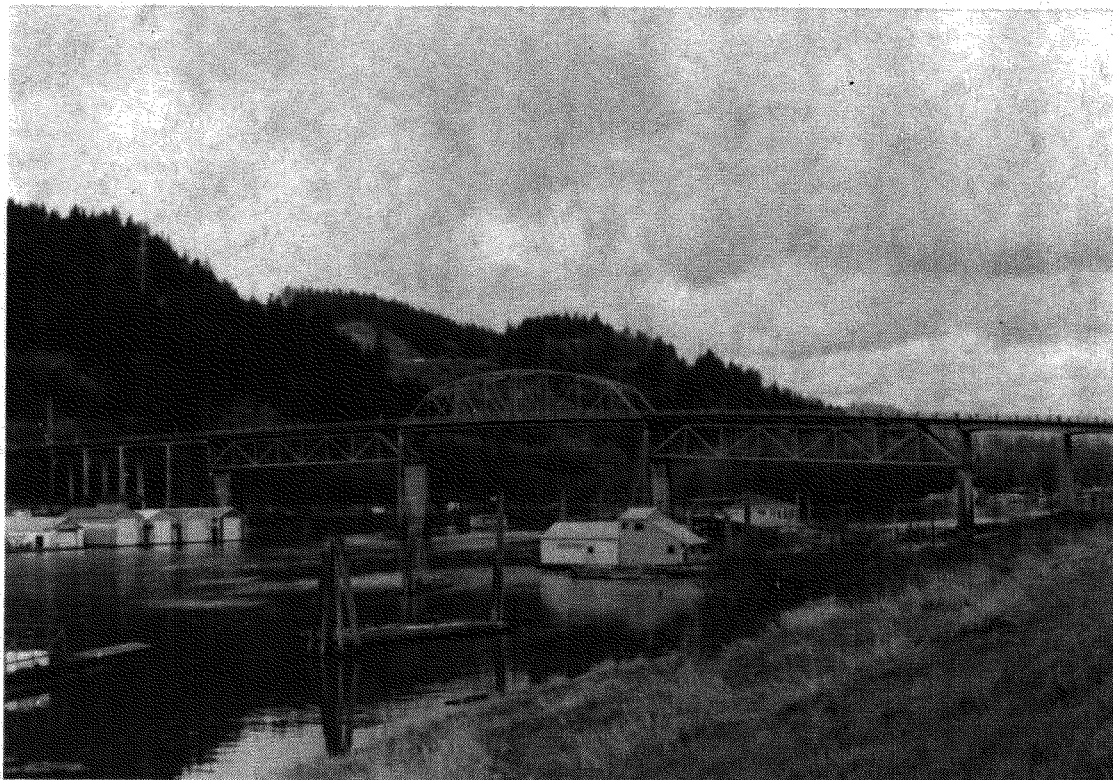
Bridge inspection, geo-technical investigation and structural analysis of the main river spans, and the east and west approaches were presented by Sverdrup & Parcel and Associates in 1986. The detailed engineering report used by the Sverdrup group of consultants was submitted to Multnomah County by OBEC Consulting Engineers in August 1985.

Within the framework of the CIP process, consultant's recommendations for the Sellwood Bridge were analyzed by the appropriate County Engineers and cost estimates were verified for two different scenarios, rehabilitation and replacement. Scenario 1 involves replacement of the existing bridge with a new bridge, having a minimum of four travel lanes. Scenario 2 envisions rehabilitation of the existing bridge (by placing a new superstructure on the existing foundation), plus building a new two-lane bridge. The recommended alternative is replacement and is included in the Willamette River Bridges 20-Year Capital Improvements Needs Report.

Significant structural deficiencies and estimated costs for repair and replacement were summarized in the Sverdrup Investigation Summary Report. Functionally, the Sellwood Bridge is considered "OBSOLETE" because of the substandard 24-foot roadway that carries 27,800 vehicles daily.

The paint investigation report and cost estimates from consultant W.L. Bangert for the Sellwood Bridge were for cleaning and painting only. Based on risk factor identified by consultant, an additional construction cost was added to cover such items as traffic protection, mobilization, special insurance, and environmental control measures. These considerations are reflected in the CIP Plan (see Report, Painting Section).

The project for an asphalt concrete overlay as recommended in the consultant's investigation report has been completed and is not included in the current CIP.



Structure Number 2641
Oregon Highway 30-Sauvie Island
Portland, Multnomah County

Constructed - 1948
Steel Through Truss, Concrete Approach Spans
Ownership - Multnomah County

WILLAMETTE RIVER BRIDGES: SAUVIE ISLAND

The Sauvie Island Bridge is 1,198' long and consists of two separate types of construction. The first six spans (totaling 272') are reinforced concrete deck girders set on concrete piers. The following five spans (totaling 326') are also reinforced concrete deck girders designed as three span continuous followed by two span continuous. The roadway width is 26' with sidewalks on both sides. The bridge was designed by the state and is the only access for the largely agricultural community on the island.

Sauvie Island Bridge

Description

The Sauvie Island Bridge crosses the Multnomah Channel just before it enters the Willamette River. It is maintained by Multnomah County. Built in 1948, the bridge is the only access for the largely agricultural community on Sauvie Island. The Sauvie Island Bridge is a non-movable structure, i.e., river traffic is not restricted.

Modifications

Major structural modifications have not occurred.

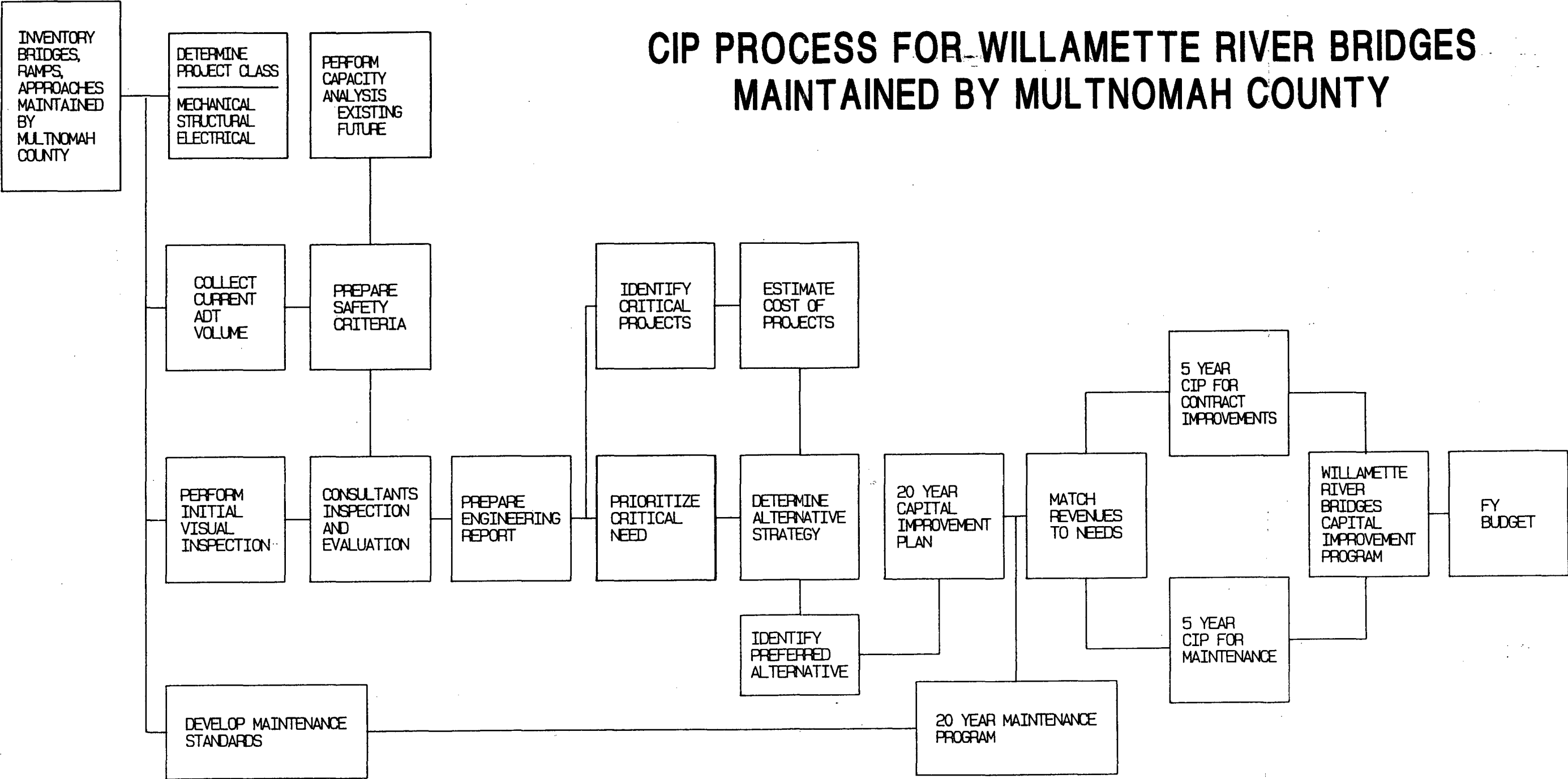
Analysis

Structural inspections and load ratings of the bridge and approach spans were conducted by OBEC Consulting Engineers in September 1987. A summary of recommendations for repairs and estimated costs associated with repair projects were determined and presented by OBEC Consulting Engineers in January 1988.

Within the framework of the CIP process, the consultant's reports for the Sauvie Island Bridge were analyzed by appropriate County Engineers, projects were identified, and cost estimates were verified to produce the Willamette River Bridges 20-Year Capital Improvements Needs Report.

The paint investigation report and cost estimates from consultant W.L. Bangert for the Sauvie Island Bridge and approach spans were for cleaning and painting only. Based on risk factor identified by consultant, an additional construction cost was added to cover such items as traffic protection, mobilization, special insurance, and environmental control measures. These considerations are reflected in the CIP Plan (see Report, Painting Section).

CIP PROCESS FOR WILLAMETTE RIVER BRIDGES
MAINTAINED BY MULTNOMAH COUNTY



Meeting Date: JUL 01 1993

Agenda No.: R-8

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
For Non-Budgetary Items)

SUBJECT: Morrison Bridge Weight Restriction

BCC Informal _____ (date) BCC Formal _____ (date)

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Stan Ghezzi TELEPHONE 248-3595

PERSON(S) MAKING PRESENTATION Stan Ghezzi

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

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

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

Approval of Morrison Bridge Weight Restrictions necessary to prevent undue damage to the county structure and to protect the interest and safety of the general public.

7/6/93 2 copies to Stan Ghezzi

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or
DEPARTMENT MANAGER BH Williams

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1993 JUN 15 AM 9:32
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION — BRIDGE MAINTENANCE
1403 S.E. WATER AVENUE
PORTLAND, OREGON 97214
(503) 248-3757

BOARD OF COUNTY COMMISSIONERS
HANK MIGGINS • CHAIR OF THE BOARD (INTERIM)
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

May 25, 1993

Board of County Commissioners
1120 SW 5th
Portland, OR 97204

RE: Morrison Bridge Weight Restrictions

Dear Commissioners:

In 1978, weight restrictions were imposed on the Morrison Bridge when an inspection of Span 7M and Span 4M showed signs of deck deterioration. In 1980, Span 7M deck was replaced. It appears that these original weight restrictions did not have Board approval as provided for under ORS 810.030.

The recent investigation of the Span 4M deck has revealed advanced deterioration. Restricting heavy truck traffic will enable further control of the number of heavy trucks using the bridge by requiring special permits for those loads that exceed the posted weight limits. These weight restrictions are based on condition of the existing deck. By limiting the repetition of heavy loads, the deterioration of key elements would be slowed. Span 4M deck had been scheduled for replacement in 1995, however, because of the advanced deterioration, Span 4M deck replacement has been rescheduled for 1994.

We are recommending gross weight restrictions remain on the Morrison Bridge to assure its structural integrity. The gross weight restrictions shall remain on the structure until repairs are completed to sufficient standard as to permit heavier loads. Enclosed is an order for the indefinite gross weight restriction of 16 tons for two axle vehicles, 23 tons for three axle vehicles, and 38 tons for five axle vehicles.

For your information, Tri-Met buses currently have been diverted to the interior lanes to reduce the rate of deterioration on the outside lanes. Furthermore, this Department has submitted a request for federal funding to the Oregon Department of Transportation for the replacement of Span 4M deck.

WILLIAMS.JL

It is the recommendation of the County Engineer and this Department that the Board authorize gross weight restrictions on the Morrison Bridge to prevent undue damage to the County structure and to protect the interest and safety of the general public.

Very truly yours,

A handwritten signature in cursive script that reads "Betsy Williams". The signature is fluid and includes a long horizontal flourish at the end.

Betsy Williams
Director, Department of Environmental Services

cc: LFN/SMG/Vance File

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Imposing Gross)
Weight Restriction on Vehicles)
Using the Morrison Bridge over)
Willamette River)

ORDER

It appearing that under Oregon Law, the Board of County Commissioners is given jurisdiction over county roads and is responsible for maintenance and repair of said roads; and

It further appearing that the Board is empowered to prohibit the operation, upon highways or streets within its jurisdiction, of any or all vehicles, impose limits as to any gross weight or any dimension of any vehicle or combination of vehicles; and

It further appearing that the Morrison Bridge over the Willamette River has deck deterioration reducing its structural quality and safety; and

It further appearing that it is necessary for the safety of motorists and for the preservation of the County Road, and the Board being fully advised in the premises herein; and

It further appearing that in 1978 the Morrison Bridge was posted with weight restrictions due to deterioration in span 7M and span 4M, and that this weight restriction did not receive the required Board approval as provided for under Oregon Law, it is

ORDERED, that the Morrison Bridge over the Willamette River is restricted to gross weights of 16 tons for two axle vehicles, 23 tons for three axle vehicles, and 38 tons for five axle vehicles from 1978 until repairs are completed to sufficient standards as to permit heavier loads; and it is.

FURTHER ORDERED, that the County Engineer is directed to post and maintain signs in a conspicuous manner as may be necessary to inform the public of the gross weight limitations.

DATED this _____ day of _____, 1993.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By _____
Hank Miggins, Acting Chair

REVIEWED:


LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Imposing Gross)
Weight Restriction on Vehicles)
Using the Morrison Bridge Over)
the Willamette River)

O R D E R
93-241

IT APPEARING that under Oregon Law, the Board of County Commissioners is given jurisdiction over county roads and is responsible for maintenance and repair of said roads; and

IT FURTHER APPEARING that the Board is empowered to prohibit the operation, upon highways or streets within its jurisdiction, of any or all vehicles, impose limits as to any gross weight or any dimension of any vehicle or combination of vehicles; and

IT FURTHER APPEARING that the Morrison Bridge over the Willamette River has deck deterioration reducing its structural quality and safety; and

IT FURTHER APPEARING that it is necessary for the safety of motorists and for the preservation of the county road, and the Board being fully advised in the premises herein; and

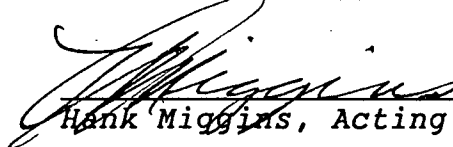
IT FURTHER APPEARING that in 1978 the Morrison Bridge was posted with weight restrictions due to deterioration in span 7M and span 4M, and that this weight restriction did not receive the required Board approval as provided for under Oregon Law; now therefore

IT IS HEREBY ORDERED that the Morrison Bridge over the Willamette River is restricted to gross weights of 16 tons for two axle vehicles, 23 tons for three axle vehicles, and 38 tons for five axle vehicles from 1978 until repairs are completed to sufficient standards as to permit heavier loads; and

IT IS FURTHER ORDERED that the County Engineer is directed to post and maintain signs in a conspicuous manner as may be necessary to inform the public of the gross weight limitations.


DATED this 1st day of July, 1993.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Hank Miggins, Acting Chair



REVIEWED:


John L. DuBay, Chief Deputy
MULTNOMAH COUNTY COUNSEL