

MINUTES
MULTNOMAH COUNTY BOARD OF COMMISSIONERS
September 13, 1990 MEETING

Chair Gladys McCoy convened the meeting at 9:32 a.m., with Vice-Chair Gretchen Kafoury, Commissioners Pauline Anderson, Rick Bauman and Sharron Kelley present.

- C-1 In the Matter of the Appointment of Ron Kawamoto to the Metropolitan Exposition-Recreation Commission (MERC)

- C-2 Ratification of an Intergovernmental Agreement, Revenue Contract #102731, between Multnomah County and the State Community Services providing \$2,120,799 in energy assistance, homeless assistance and other community action services for fiscal year 1990/91 within the Aging Services/Community Action Division

- C-3 Ratification of an Intergovernmental Agreement, Revenue Contract #102731, Amendment #1, between Multnomah County and the State Community Services to add \$198,424 in FY 1990/91 Petroleum Violation Escrow funds for energy assistance within the Aging Services/Community Action Division

- C-4 Ratification of an Intergovernmental Agreement, Revenue Contract #102731, Amendment #2, between Multnomah County and the State Community Services to reduce the amount of State Homeless Assistance Program funds available by \$43,530 due to a reduction in State Community Services funds available for homeless assistance within the Aging Services/Community Action Division

- C-5 Ratification of an Intergovernmental Agreement, Contract #101191, Amendment #1, between Multnomah County and Portland Public Schools, District #1, to increase award \$34,282 to support the ongoing operation of both Infant Toddler Development Centers within the Social Services Division

- C-6 Ratification of an Intergovernmental Agreement, Revenue Contract #102661, between Multnomah County and the City of Portland Water Bureau to amend the existing agreement for the City to pay the County 100% of the cost for laboratory services provided by the County (\$61,500) for FY 1990/91 within the Health Services Division

- C-7 Ratification of an Intergovernmental Agreement, Contract #102671, between Multnomah County and the State Health Division HIV Program to perform the research components of the "Outreach and AIDS Prevention Education to IV Drug Users Research Demonstration Grant" from the National Institute of Drug Abuse (NIDA) within the Health Services Division

UPON MOTION of Commissioner Kafoury, seconded by Commissioner Bauman, C-1 through C-7 was UNANIMOUSLY APPROVED.

R-1 PROCLAMATION in the Matter of Proclaiming the week of October 8-12, 1990 as Minority Enterprise Development Week

UPON MOTION of Commissioner Bauman, seconded by Commissioner Kafoury, Proclamation 90-135 was UNANIMOUSLY APPROVED.

R-2 First Reading of a proposed ORDINANCE in the Matter of creating a 13-member Task Force to develop a bi-county, integrated recreation management plan for Sauvie Island

The Clerk read the proposed ordinance by title only. Copies of the complete document were available for those wishing them.

Commissioner Anderson moved and Commissioner Bauman seconded, for approval of the first reading of the proposed ordinance.

Those from the public who testified were: Joe Mazow, opposed the proposed ordinance; and with Jane Hartline, Betsy Newcomb and Jerome DeGraaff in favor of the proposed ordinance.

Following the public testimony, Chair McCoy called for the vote.

The first reading of R-2 was UNANIMOUSLY APPROVED. Chair McCoy advised the second reading is set for Thursday, September 20, 1990.

R-3 RESOLUTION in the Matter of Endorsing the Recommendations of the Preliminary Design Report for the Hawthorne Bridge Transition Structure

UPON MOTION of Commissioner Bauman, seconded by Commissioner Kafoury, Resolution 90-136 was UNANIMOUSLY APPROVED.

R-4 Ratification of an Intergovernmental Agreement, Contract #300701, between Multnomah County and Tri-Met to develop and implement transportation financing surveys for the Metropolitan Area within the Transportation Division

UPON MOTION of Commissioner Bauman, seconded by Commissioner Kelley, R-4 was UNANIMOUSLY APPROVED.

R-5 Budget Modification DES #2 requesting transfer of \$3,000 from (Administration) Professional Services and \$1,730 (Planning) Repair & Maintenance to Reclassify Planning Director from Program Manager 1 to Program Manager 2 to more accurately reflect scope and complexity of position, effective October 1, 1990

UPON MOTION of Commissioner Kafoury, seconded by Commissioner Bauman, it was UNANIMOUSLY ORDERED that R-5 be tabled.

R-6 RESOLUTION in the Matter of Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

UPON MOTION of Commissioner Kafoury, seconded by Commissioner Bauman, Resolution 90-137 was UNANIMOUSLY APPROVED.

R-7 Ratification of an Intergovernmental Agreement, Contract #102711, between Multnomah County and the Regional Research Institute at Portland State University for \$34,134 to evaluate the Homeless Family Self-Sufficiency Project funded by the U.S. Department of Health and Human Services within Aging Services/Community Action Division

UPON MOTION of Commissioner Kelley, seconded by Commissioner Bauman, R-7 was UNANIMOUSLY APPROVED.

R-8 Budget Modification DA #1 authorizing new grant revenue of \$41,025 from the State of Oregon Criminal Justice Division to fund the Gang Prosecution Project for an Assistant Attorney General to prosecute criminal gang cases

UPON MOTION of Commissioner Kafoury, seconded by Commissioner Kelley, R-8 was UNANIMOUSLY APPROVED.

There being no further business, the meeting was adjourned at 9:58 a.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON

By



0080C/5-7
9/14/90
cap



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

September 10 - 14, 1990

Tuesday, September 11, 1990 - 9:30 PM - Informal Briefings Page 2

Tuesday, September 11, 1990 - 1:30 PM - Informal Briefings Page 2

Wednesday, September 12, 1990 - Policy Development Committee
9:00 AM to Noon
Standard Plaza, 3rd Floor
Conference Rooms A & B. . Page 2

Thursday, September 13, 1990 - 9:30 AM - Formal Meeting. . Page 3

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

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

Friday, 6:00 PM, Channel 27 for Paragon Cable (Multnomah East) subscribers

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

Tuesday, September 11, 1990 - 9:30 AM

Multnomah County Courthouse, Room 602

INFORMAL BRIEFINGS

1. Briefing on "Hispanics and Multnomah County Services" - Presented by Martin Winch - TIME CERTAIN 9:30 AM
2. Briefing to introduce the Housing Needs Assessment Project of the Mental Health Advisory Board - Presented by Gary Smith and Cecile Pitts

PUBLIC TESTIMONY WILL NOT BE TAKEN AT INFORMAL MEETINGS

Tuesday, September 11, 1990 - 1:30 PM

Multnomah County Courthouse, Room 602

INFORMAL BRIEFINGS

3. Informal Review of Formal Agenda of September 13, 1990

PUBLIC TESTIMONY WILL NOT BE TAKEN AT INFORMAL MEETINGS

POLICY DEVELOPMENT COMMITTEE

Wednesday, September 12, 1990 - 9:00 AM to Noon

Standard Plaza, 3rd Floor, Conference Rooms A & B

AGENDA

- | | |
|-------------|---|
| 9:00-10:00 | Review of County Mission and Guiding Principles by Committee established at last PDC meeting August 15th (Commissioners Anderson and Kafoury, Linda Alexander and Hank Miggins) |
| 10:00-12:00 | Public Safety |

Thursday, September 13, 1990 - 9:30 AM

Multnomah County Courthouse, Room 602

FORMAL MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 In the Matter of the Appointment of Ron Kawamoto to the Metropolitan Exposition-Recreation Commission (MERC)

DEPARTMENT OF HUMAN SERVICES

AGING SERVICES AND JUVENILE JUSTICE DIVISIONS

- C-2 Ratification of an Intergovernmental Agreement, Revenue Contract #102731, between Multnomah County and the State Community Services providing \$2,120,799 in energy assistance, homeless assistance and other community action services for fiscal year 1990/91 within the Aging Services/Community Action Division
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HEALTH SERVICES AND SOCIAL SERVICES DIVISIONS

- C-5 Ratification of an Intergovernmental Agreement, Contract #101191, Amendment #1, between Multnomah County and Portland Public Schools, District #1, to increase award \$34,282 to support the ongoing operation of both Infant Toddler Development Centers within the Social Services Division

CONSENT CALENDAR (continued)

DEPARTMENT OF HUMAN SERVICES

HEALTH SERVICES AND SOCIAL SERVICES DIVISIONS

- C-6 Ratification of an Intergovernmental Agreement, Revenue Contract #102661, between Multnomah County and the City of Portland Water Bureau to amend the existing agreement for the City to pay the County 100% of the cost for laboratory services provided by the County (\$61,500) for FY 1990/91 within the Health Services Division
- C-7 Ratification of an Intergovernmental Agreement, Contract #102671, between Multnomah County and the State Health Division HIV Program to perform the research components of the "Outreach and AIDS Prevention Education to IV Drug Users Research Demonstration Grant" from the National Institute of Drug Abuse (NIDA) within the Health Services Division

REGULAR AGENDA

DEPARTMENT OF GENERAL SERVICES

- R-1 PROCLAMATION in the Matter of Proclaiming the week of October 8-12, 1990 as Minority Enterprise Development Week

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-2 First Reading of a proposed ORDINANCE in the Matter of creating a 13-member Task Force to develop a bi-county, integrated recreation management plan for Sauvie Island
- R-3 RESOLUTION in the Matter of Endorsing the Recommendations of the Preliminary Design Report for the Hawthorne Bridge Transition Structure
- R-4 Ratification of an Intergovernmental Agreement, Contract #300701, between Multnomah County and Tri-Met to develop and implement transportation financing surveys for the Metropolitan Area within the Transportation Division
- R-5 Budget Modification DES #2 requesting transfer of \$3,000 from (Administration) Professional Services and \$1,730 (Planning) Repair & Maintenance to Reclassify Planning Director from Program Manager 1 to Program Manager 2 to more accurately reflect scope and complexity of position, effective October 1, 1990

DEPARTMENT OF HUMAN SERVICES

HEALTH SERVICES AND SOCIAL SERVICES DIVISIONS

- R-6 RESOLUTION in the Matter of Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

AGING SERVICES AND JUVENILE JUSTICE DIVISIONS

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JUSTICE SERVICES

DISTRICT ATTORNEY

- R-8 Budget Modification DA #1 authorizing new grant revenue of \$41,025 from the State of Oregon Criminal Justice Division to fund the Gang Prosecution Project for an Assistant Attorney General to prosecute criminal gang cases

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9/6/90
cap

BOARD OF COUNTY COMMISSIONERS
FORMAL BOARD MEETING
RESULTS

MEETING DATE: 9-13-90

| Agenda Item # | Motion | Second | APP/NOT APP |
|---------------|---|-----------|-------------|
| <u>C-1</u> | <u>GK</u> | <u>RB</u> | <u>App</u> |
| <u>C-2</u> | <u></u> | <u></u> | <u></u> |
| <u>C-3</u> | <u></u> | <u></u> | <u></u> |
| <u>C-4</u> | <u></u> | <u></u> | <u></u> |
| <u>C-5</u> | <u></u> | <u></u> | <u></u> |
| <u>C-6</u> | <u></u> | <u></u> | <u></u> |
| <u>C-7</u> | <u></u> | <u></u> | <u></u> |
| <u>R-1</u> | <u>RB</u> | <u>GK</u> | <u>App</u> |
| <u>R-2</u> | <u>1st Reading of Ordinance.</u> <u>PA</u> | <u>RB</u> | <u>App</u> |
| <u>R-3</u> | <u>RB</u> | <u>GK</u> | <u>App</u> |
| <u>R-4</u> | <u>RB</u> | <u>SK</u> | <u>App</u> |
| <u>R-5</u> | <u>GK</u> | <u>RB</u> | <u>App</u> |
| <u>R-6</u> | <u>GK</u> | <u>RB</u> | <u>App</u> |
| <u>R-7</u> | <u>SK</u> | <u>RB</u> | <u>App</u> |
| <u>R-8</u> | <u>GK</u> | <u>SK</u> | <u>App</u> |



GLADYS McCOY, Multnomah County Chair

Room 134, County Courthouse
1021 S.W. Fourth Avenue
Portland, Oregon 97204
(503) 248-3308

M E M O R A N D U M

TO: All Interested Parties
FROM: Gladys McCoy *GMC*
Multnomah County Chair
DATE: September 13, 1990
RE: Deceased Friends

Nancy Ryles

Memorial service to be held Friday, September 14, 1990, 11:00 a.m., Westminster Presbyterian Church. The family suggests donations to Nancy Ryles Scholarship Fund c/o PSU Foundation, Box 243, Portland 97207 or any U.S. Bank Office. Inurnment Bethany Presbyterian Cemetery.

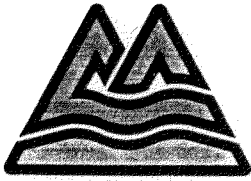
Wally Priestley

Memorial service to be held Saturday, September 22, 1990, 11:00 a.m., Rose City Cemetery Chapel. Private burial will be Thursday, September 13, 1990 in Rose City Cemetery. His sister, Ann Knudson suggested that remembrances be contributions to the Jefferson High School Scholarship Fund.

Steve Lowenstein

Memorial services to be held Sunday, September 16, 1990, 11:00 a.m., at the Western Forestry Center.

cc: Board of County Commissioners



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS

GLADYS McCOY
PAULINE ANDERSON
GRETCHEN KAFOURY
RICK BAUMAN
SHARRON KELLEY

DEPARTMENT OF GENERAL SERVICES
PORTLAND BUILDING
1120 SW FIFTH, 14TH FLOOR
PORTLAND, OR 97204-1934

AT OTHER LOCATIONS:

OFFICE OF THE DIRECTOR (503) 248-3303
EMPLOYEE SERVICES (503) 248-5015
FINANCE (503) 248-3312
LABOR RELATIONS (503) 248-5135
PLANNING & BUDGET (503) 248-3883

ADMINISTRATIVE SERVICES (503) 248-5111
ASSESSMENT & TAXATION (503) 248-3345
ELECTIONS (503) 248-3720
INFORMATION SERVICES (503) 248-3749

TO: Policy Development Committee
FROM: Jack Horner, Planning & Budget
DATE: September 4, 1990

SUBJECT: Next Meeting Agenda & Calendar

Attached are the agenda for our next Planning meeting on the 12th, the materials that go with it, and a list of dates we agreed to calendar for future meetings.

If you have any questions, please contact me or Ben Buisman regarding these materials or the calendar. The calendar dates are "reserved" from our old schedule. We will confirm the dates as they are actually scheduled. However, please keep these mornings open until we pull them off the schedule.

These dates are the current calendar and any other lists of dates, whatever the source, should be disregarded because they were tied to our process before we revised it.

The redraft of the PDC ordinance should be before the BCC next week. It is now in redraft following County Counsel's edit.

I look forward to seeing you all on the 12th.

September 4, 1990

POLICY DEVELOPMENT COMMITTEE

Meeting Notice

Wednesday, September 12th

9:00 to noon (coffee at 8:30)

Standard Plaza, 3rd Floor, Conference Rooms A & B

9:00-10:00 Review of County Mission and Guiding Principles by Committee established at last PDC meeting August 15th (Commissioners Anderson and Kafoury, Linda Alexander and Hank Miggins).

10:00-12:00 Public Safety

Attached (yellow pages) are most of the "It's 1995. What have we accomplished?" statements you developed at the last PDC meeting. These can be detailed into the "Whats" of Commissioner Bauman's model (attached-blue page) that we adopted at our last meeting.

From the list (or beyond the list) let's spend the last two hours of this meeting detailing several of these "what's" to the point the Department managers can go to their staffs to get the details on what it would take to get to a selected goal.

Prior to September 12th:

Please pick a "what" you would like further developed,
Make some notes about the process(es) that might be necessary,
List some criteria to measure against.

Are there intermediate goals that should be noted?

Note: If we are doing Strategic Planning, the question of "Why are we doing this?" also needs to be answered. The rejoinder may be as simple as "It meets the County Mission and Guiding Principles," or it may be something more complex. In any case, if we are going to ask for Departmental follow-up on our work, we need these answers.

Calendar: Please note that we have reserved, per our previous meeting, the following dates to continue our planning this Fall. These dates should be reserved on your calendar unless we abandon any as we go:

Sept 19,26

Oct 10,17,24

Nov 14

Dec 5,19

Deb -
These are
tentative
dates FYI (K)

| Principles | Process (Includes Implementation) | Evaluation |
|---|--------------------------------------|------------|
| What? (PDC) | | |
| How? (Department Managers) | | |
| Who, When, How Much? (Program Staffs) | | |

PUBLIC SAFETY

The following are some "accomplished by 1995" items developed by PDC members at a PDC meeting on August 15, 1990.

- Every drug user will be isolated and in treatment (preferably residential).
- Every citizen with wisdom and caring to offer will participate (volunteer sign-up) to help certain areas of the at-risk populace.
- Dangerous people are off the streets.
- There is a cooperative public safety umbrella in the region working on a common agenda rather than individual power politics.
- Families are treated not just as offenders or victims.
- Professional women and men will mentor, teach, train, and provide role models to groups of women and men to assist in esteem-building.
- The business community has joined with the County and cities to provide jobs and training programs.
- Sentencing to assure removal of and space to house dangerous offenders.
- Local and regional systems are integrated so that state human services agencies have a common data base so that criminal histories are known.
- Prenatal care for every pregnant woman, neonatal support for the family as needed.
- Alcohol and drug treatment and follow-up.

- Intermediate community sanctions.
- Incarceration (at treatment until completely cured) for adult sex offenders.
- "Tender offender" special attention so they don't continue.
- Family support - build strong families as foundation for healthy individuals.
- Mentally ill dealt with appropriately.
- Head Start for all eligible.
- More ADAPT.
- 911.
- Reduction of teen-age pregnancies.
- Family development center.
- No offender has reoffended after going through our system.
- Maintained a modern system of arterial roads and traffic controls designed to prevent accidents and to accommodate public transit needs.
- Developed a coordinated disaster response plan with Portland and Gresham with clearly defined responsibilities.
- Completed County's asbestos removal in all County buildings.
- Maintained modern energy-efficient street lighting program through mid-County lighting district.
- Completed a comprehensive County bike path program.

- Inverness III is built to replace the Troutdale facility. This allows the County to sell the Edgefield property, and the sale finances construction and the operational funding is transferred from MCCF to MCIS III.
- Increased police service from MCSO in the Columbia Gorge area.
 - Decreased car clouts.
 - Decreased harassment.
 - Increased usage without apprehension from tourists.
- Deputy McSafe works with the new MCSO Child Abuse Unit to provide investigation, assisting the District Attorney in prosecution/follow-up with family in regard to referral for counseling and needs assessment.
- DARE Program has impacted a significant number of grade school children. Drug prevention awareness increases, and a significant drop in juvenile crime results.
- Determined there are cost-effective alternatives to incarceration that must be funded.
- Law enforcers have been trained to be more humane and serve more as problem-solvers than jailers.
- Communities were helped to tolerate less crime and violence by working more closely with law enforcers and human service providers (community restoration).
- Worked closely with schools to prevent "at-risk" labeling of teens - as parents; dropouts; substance abusers/users; violent and criminal - through expanded use of school-based health clinics beginning in middle schools.
- Integrated police/social services electronic cross-referral system in place.

- Clean needles on demand.
- HIV under control.
- Family treatment holistic approach.
- School clinics.
- Child care.
- Youth.
- Sanctions.
- Community involvement.
- Fire and natural disaster program.
- Senior services.
- Economic conditions must change.
- Affordable housing.
- Transportation.
- Livability community programs.
- Reduced the recidivism of offenders through effective habilitative programs.
- Increased the integration of our public safety efforts by recognizing that the primary value of our expensive jail space is to stabilize individuals so that they can succeed in habilitative programs.
- Individuals who present an immediate threat to public safety are incarcerated until that threat is reduced.

- Community supervision recognizes the different public safety and service need levels of the more than 10,000 offenders being supervised in the community and has an individual treatment and supervision plan for each offender that recognizes that we wish that individual to become a law-abiding citizen, a member of a healthy family, and a contributing member of our community.
- There will be safe, warm quarters and food for the mentally and physically disabled who are now on the streets.
- At-risk youth will be educated and develop high self-esteem.
- Planned a longitudinal study that expands ten years in which we compare the results of family intervention versus no family intervention with 20 abused children, age 5.
- Developed a specific after-care program for a group of first-time offenders who were placed in the forest project.
- Expanded acupuncture services with after-care services and evaluation of the results of a defined group.
- Accessible/affordable health care available for all Multnomah County citizens.
- A&D assessment and treatment services upon demand.
- An effective, humane, and clinically competent MED crisis system in place.
- MED assessment and treatment services for all children and pregnant women based upon need.
- DD early assessment and intervention for all children born or moving into the County.

- Drug-affected births under 1/10 of 1%.
- Prenatal care over 98% of need.
- Adequate/appropriate out-of-home placements for all juveniles in need.
- Community policing working throughout the County.
- A new juvenile court up and running.
- Appropriate diversion/tracking/sanctions for all juveniles.
- Gang phenomenon eradicated.
- Adequate affordable housing for over 99% of all residents (including homeless and special needs - A&D, MED, displaced women, etc).
- Hate crimes eliminated.
- Single ASA working.
- Adult transfer completed/cross-referenced with community corrections.
- School-based health centers in every high school, middle school, and alternative school.
- Parenting classes available to all upon demand.
- Adult foster care system working right.
- CARES unit integrated into HD with expansion to all known abuse cases.
- EPSTD screens for all eligible women and children whenever medically indicated.
- CHS client tracking system in place and merged with ICJIS.

- Justice plan adopted in 1990 to:
 - Improve public safety (good).
 - Reduce recidivism (strategies).
 - Improved access to jobs, treatment, and housing for offenders.
 - Reduce child abuse.
 - Improved confidence in government.
- Patrol services were coordinated with city of Portland and small cities. Defined sheriff's Countywide role. Patrol services were city responsible (helped when annexations completed).
- Implemented community policing which had been implemented neighborhood by neighborhood.
- Give benchmarks for 1995:
 - Crime rate decreased.
 - Child abuse decreased.
 - Drug-addicted babies decreased.
 - Jail beds decreased.
 - Programs for addictions increased (ie, treatment on demand, etc).
 - Homeless decreased.

73BUD

Meeting Date: SEP 13 1990

Agenda No.: C-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Appointment

BCC Informal _____ (date) BCC Formal 9/13/90 (date)

DEPARTMENT Nondepartmental DIVISION County Chair's Office

CONTACT Fred Neal, Judy Boyer TELEPHONE X-3308

PERSON(S) MAKING PRESENTATION _____

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: _____

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

Appointment of Ron Kawamoto to Metropolitan Exposition-Recreation Commission
(MERC)

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys McCarty

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

CLERK OF
COUNTY COMMISSIONERS
1990 SEP - 6 AM 8:59
MULTI-COUNTY
OREGON



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

- A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

M.E.R.C.

- B. Name

RON KAWAMOTO

Address

14632 NE BROADWAY

City

PORTLAND

State

OR

Zip

97230

Do you live in _____ unincorporated Multnomah County or ☒ a city within Multnomah County.

Home Phone

252-0062

- C. Current Employer

NORRIS BEGGS & SIMPSON

Address

121 S.W. MORRISON #200

City

PORTLAND

State

OR

Zip

97204

Your Job Title

Work Phone

223-7181

(Ext)

Is your place of employment located in Multnomah County? Yes ☒ No _____

- D. Previous Employers

Dates

Job Title

NORRIS STEVENS

1981-83

SALES ASSOCI.

PORTLAND SCHOOLS

1969-1976

VICE PRINC.

CONTACT:

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

1021 SW 4TH, ROOM 134

PORTLAND, OREGON 97204

(503) 248-3308

E. Please list all current and past volunteer/civic activities.

| Name of Organization | Dates | Responsibilities |
|----------------------------|-----------|------------------|
| 1-84 CORRIDOR ASSOC. | 1984-90 | BOARD MEMBER |
| CLACKAMAS COUNTY MARKETING | 1988-1990 | MEMBER |
| WESTERN SEMINARY | 1983-1989 | TRUSTEE/CHAIRMAN |

F. Please list all post-secondary school education.

| Name of School | Dates | Degree/Course of Study |
|----------------------|-----------|------------------------|
| PORTLAND STATE UNIV. | 1969-1975 | MASTERS/SCIENCE/TEACH- |
| BIOLA COLLEGE | 1958-1963 | B.A. |

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

GOM. SHARON KELLY - MULTNOMAH CTY - 248-5213
 DAVID SEIGNEUR - CLACKAMAS CTY - 655-8521

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

I. Affirmative Action Information

M. JAPANESE AMER.
 sex / racial ethnic background

birth date: Month 09 Day 21 Year 39

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature hon /awamoto Date 9/5/90

Meeting Date: SEP 13 1990

Agenda No.: C-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Approval of Revenue Contract and Amendments

BCC Informal _____ (Date) _____ BCC Formal _____ (Date) _____

DEPARTMENT: Human Services DIVISION: Aging Services/Community Act.

CONTACT: Cilla Murray/Bill Thomas TELEPHONE: 248-3646

PERSON(S) MAKING PRESENTATION Duane Zussy/Jim McConnell

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON AGENDA: 5 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN:

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):
Requests approval of the attached retroactive intergovernmental agreements with State Community Services as follows: 1) FY90-91 Omnibus contract for energy assistance, homeless assistance, and other community action services; 2) amendment #1 adding \$198,424 in Petroleum Violation Escrow funds; and 3) amendment #2 reducing the FY 90-91 allocation of State Homeless Assistance Program funds by \$43,530.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Or

DEPARTMENT MANAGER

RATIFIED

Multnomah County Board
of Commissioners

9-13-90

(All accompanying documents must have required signatures)

Returned Originals to
Cilla Murray 9-13-90
1/90



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
AGING SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
(503) 248-3646
TDD: 248-3683

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Duane Zussy, Director *Duane Zussy*
Department of Human Services

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

DATE: August 23, 1990

SUBJECT: FY 90-91 Revenue Agreement with State Community Services and
Accompanying Amendments - *Amendment #1*

Retroactive Status: This contract and amendments are retroactive to July 1, 1990. Contract processing was delayed due to the large volume of work needed to transition community action and energy assistance programs from Metropolitan Community Action to the County. Amendments one and two were not received until after July 1, 1990.

Recommendation: The Aging Services Division recommends that the Board of County Commissioners ratify the attached revenue agreement and amendments with State Community Services with effective dates of July 1, 1990.

Analysis: This revenue agreement provides funds for homeless assistance, other community action services, and energy assistance, including weatherization services. These funds will be subcontracted to community agencies and approximately 10 for-profit contractors. Weatherization funds also pay for administrative and program support through the Aging Services Division. For FY 90-91 this contract and amendments will make available to Multnomah County a total of \$1,130,765 in funds for energy assistance and \$1,144,928 in funds for homeless assistance and other community action services.

The original contract is for \$2,120,799. Amendment 1 increases energy assistance funds by \$198,424 for weatherization services. Amendment 2 decreases homeless assistance funds by \$43,530.

Background: The omnibus revenue contract is State Community Service's primary contract with Multnomah County for FY 90-91. Additional funds will be amended into this contract throughout the year as existing programs end and new funds are allocated. Amendments one and two are the first contract changes.

These revenues have been incorporated into Aging Services Division, Community Action Program Office budget for FY 90-91.

AN EQUAL OPPORTUNITY EMPLOYER



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102731

Amendment # -

| CLASS I | CLASS II | CLASS III |
|---|--|---|
| <input type="checkbox"/> Professional Services under \$10,000 | <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue | <input checked="" type="checkbox"/> Intergovernmental Agreement <u>Revenue</u> <u>C-2 9-13-90</u> |

Contact Person Cilla Murray (Bill Thomas) Phone 248-3646 Date August 23, 1990
Department Human Services Division Aging Services Bldg/Room 161/3rd floor

Description of Contract This is a revenue contract with State Community Services providing \$2,120,799 in energy assistance, homeless assistance and other community action services for the period July 1, 1990 through June 30, 1991.

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

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

Contractor Name State Community Services
Mailing Address 1158 Chemeketa Street NE
Salem OR 97310
Phone 1-378-4729
Employer ID # or SS # _____
Effective Date July 1, 1990
Termination Date June 30, 1991
Original Contract Amount \$ 2,120,799
Amount of Amendment \$ _____
Total Amount of Agreement \$2,120,799

Payment Term

☐ Lump Sum \$ _____
☐ Monthly \$ _____
☒ Other \$ Reimbursement
☐ Requirements contract - Requisition required.
Purchase Order No. _____
☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]
Purchasing Director [Signature]
(Class II Contracts Only)
County Counsel [Signature]
County Chair/Sheriff [Signature]

Date 8/27/90
Date _____
Date 8-29-90
Date 9-13-90

| VENDOR CODE | | | VENDOR NAME | | | | | | TOTAL AMOUNT | | \$ | |
|-------------|--------------|--------|--------------|---------|----------|--------|---------|------------|------------------|--------|--------------|--|
| LINE NO. | FUND | AGENCY | ORGANIZATION | SUB ORG | ACTIVITY | OBJECT | SUB OBJ | REPT CATEG | LGFS DESCRIPTION | AMOUNT | INC/ DEC IND | |
| 01. | SEE ATTACHED | | | | | | | | | | | |
| 02. | | | | | | | | | | | | |
| 03. | | | | | | | | | | | | |
| | | | | | | | | | | | | |

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

1. **CLASS I, CLASS II, CLASS III** - Check off appropriate class of contract in one of the three columns on the top of the form.
2. **CONTRACT #** - To be issued by designated person in each Division or call Purchasing to get a number.
3. **AMENDMENT #** - Sequential numbering to original contract as changes are made and approved.
4. **DESCRIPTION OF CONTRACT** - Summary of product purchased or services to be performed. Note if an amendment or extension.
5. **RFP/BID #** - Enter number if contract is a result of RFP/Bid selection process.
6. **DATE RFP/BID** - Enter date of RFP/Bid public opening.
7. **EXEMPTION EXPIRATION DATE** - Enter exemption expiration date from competitive bidding granted by BCC or the Chair.
8. **ORS/AR#** - Refer to Oregon Revised Statutes and/or Administrative Rule #, when applicable.
9. **CONTRACTOR IS MBE, WBE, QRF** - Check appropriate box if contractor is certified as an MBE, WBE, or QRF (Qualified Rehabilitation Facility).
10. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** - Enter current information.
11. **EMPLOYEE ID# OR SS#** - Enter employee federal ID# or Social Security # if contractor is an individual.
12. **EFFECTIVE DATE** - Date stated on contract to begin services.
13. **TERMINATION DATE** - Date stated on contract to terminate services.
14. **ORIGINAL CONTRACT AMOUNT** - Enter amount of original contract.
15. **AMOUNT OF AMENDMENT** - Enter amendment or change order amount only, if applicable.
16. **TOTAL AMOUNT OF AGREEMENT** - Enter original amount of contract. If this is an amendment or change order, please include original amount and amended amount.
17. **PAYMENT TERMS** - Designate payment terms by checking appropriate box and entering dollar amount.
18. **REQUIREMENTS CONTRACT - Requisition Required** - Check this box to note that a purchase order will be issued to initiate payment.
19. **PURCHASE ORDER #** - Enter number of purchase order to be issued. If number is not known, enter "PO will be issued."
20. **REQUIREMENTS NOT TO EXCEED** - List the estimated dollar amount of requirements contracts.
21. **REQUIRED SIGNATURES** - To be completed as approved. Purchasing Director needs to sign all Class II contracts only.
22. **ACCOUNT CODE STRUCTURE** - Enter account code structure for the type of agreement; i.e., expense or revenue.
23. **LGFS DESCRIPTION** - Abbreviated description for Data Entry purposes.
24. **AMOUNT** - If total dollar amount is being split among different account numbers, indicate dollar amounts here.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # _____

Amendment # _____

| CLASS I | CLASS II | CLASS III |
|---|--|--|
| <input type="checkbox"/> Professional Services under \$10,000 | <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue | <input checked="" type="checkbox"/> Intergovernmental Agreement RATIFIED Multnomah County Board of Commissioners <u>C-2 9-13-90</u> |

Contact Person Cilla Murray (Bill Thomas) Phone 248-3646 Date August 23, 1990

Department Human Services Division Aging Services Bldg/Room 161/3rd floor

Description of Contract This is a revenue contract with State Community Services providing \$2,120,799 in energy assistance, homeless assistance and other community action services for the period July 1, 1990 through June 30, 1991.

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

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

Contractor Name State Community Services

Mailing Address 1158 Chemeketa Street NE

Salem OR 97310

Phone 1-378-4729

Employer ID # or SS # _____

Effective Date July 1, 1990

Termination Date June 30, 1991

Original Contract Amount \$ 2,120,799

Amount of Amendment \$ _____

Total Amount of Agreement \$2,120,799

Payment Term

☐ Lump Sum \$ _____

☐ Monthly \$ _____

☒ Other \$ Reimbursement

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager _____

Date _____

Purchasing Director _____
(Class II Contracts Only)

Date _____

County Counsel _____

Date _____

County Chair/Sheriff _____

Date _____

| VENDOR CODE | | | | VENDOR NAME | | | | | | TOTAL AMOUNT | \$ | |
|-------------|--------------|--------|--------------|-------------|----------|--------|---------|------------|------------------|--------------|--------------|--|
| LINE NO. | FUND | AGENCY | ORGANIZATION | SUB ORG | ACTIVITY | OBJECT | SUB OBJ | REPT CATEG | LGFS DESCRIPTION | AMOUNT | INC/ DEC IND | |
| 01. | SEE ATTACHED | | | | | | | | | | | |
| 02. | | | | | | | | | | | | |
| 03. | | | | | | | | | | | | |
| | | | | | | | | | | | | |

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

DATE PRINTED: 23-Aug-90

CONTRACT APPROVAL FORM SUPPLEMENT
 ASD COMMUNITY ACTION PROGRAM, FY 1990-91
 CONTRACTOR: STATE COMMUNITY SERVICES (CAFSSCS)
 MOD 1:
 REVENUE CONTRACT

| LINE | FUNDING SOURCE FULL NAME | FUND | AGENCY | ORG | REVENUE CODE | LOPS DESCRIPTION | CONTRACT AMOUNT | MOD 1 | MOD 2 | TOTAL |
|------|--|------|--------|------|--------------|------------------|-----------------|-------|-------|-------------|
| 01 | COMMUNITY SERVICE BLOCK GRANT | 156 | 010 | 1730 | 2071 | CSBG | \$354,506 | | | \$354,506 |
| | | 156 | 010 | 1730 | 2071 | CSBG | 114,817 | | | 114,817 |
| 02 | LOW INCOME HOME ENERGY ASSIST/ENERGY | 156 | 010 | 1730 | 2072 | LIEAP | 196,844 | | | 196,844 |
| 03 | LOW INCOME HOME ENERGY ASSISTANCE/WX | 156 | 010 | 1730 | 2073 | LIEAP WX | 230,081 | | | 230,081 |
| | | 156 | 010 | 1730 | 2073 | LIEAP WX | 180,063 | | | 180,063 |
| 04 | U.S. FED. COURT/PETROL VIOL ESCROW/WX | 156 | 010 | 1730 | 2077 | PVE - WX | | | | 0 |
| 05 | US DEPT OF ENERGY/WX | 156 | 010 | 1730 | 2090 | USDOE - WX | 151,683 | | | 151,683 |
| | | 156 | 010 | 1730 | 2090 | USDOE - WX | 75,841 | | | 75,841 |
| 06 | PETROLEUM VIOL. ESCROW/ENERGY (OPIE) | 156 | 010 | 1730 | 2092 | OPIE | 96,014 | | | 96,014 |
| 07 | COMMUNITY SERV. BLOCK GRANT (HOMELESS) | 156 | 010 | 1730 | 2095 | CSBG HOMELESS | 43,991 | | | 43,991 |
| 08 | STATE DEPT OF HOM. RES. HOMELESS ASSIS | 156 | 010 | 1730 | 2394 | SHAP | 510,566 | | | 510,566 |
| 09 | COMM. SERV. BLOCK GRANT/LIEAP TRANSFER | 156 | 010 | 1730 | 2087 | CSBG XFER | 164,578 | | | 164,578 |
| 10 | DEPT OF ENERGY TRNG & TECH ASSIST | 156 | 010 | 1730 | 2090 | USDOE WX | 1,815 | | | 1,815 |
| | GRAND TOTALS | | | | | | \$2,120,799 | \$0 | \$0 | \$2,120,799 |

AGREEMENT FOR THE DELEGATION OF FUNDS

BETWEEN

OREGON STATE COMMUNITY SERVICES
Department of Human Resources
(hereinafter referred to as SCS)

and

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES

(hereinafter referred to as SUBGRANTEE)

By this agreement and all the attachments and exhibits, SCS delegates to SUBGRANTEE the following sums for the following periods subject to the following conditions and requirements.

SCS Program

| FFY | Admin | Program | From | To | Cost Center |
|-----|-------|---------|------|----|-------------|
|-----|-------|---------|------|----|-------------|

DEPARTMENT OF AGRICULTURE (USDA)

Rural Housing Preservation Grant (RHPG)

Temporary Emergency Food Assistance Program (TEFAP)

Commodity Supplemental Food Program (CSFP)

HEALTH & HUMAN SERVICES (HHS)

Low-Income Energy Assistance Program (LIEAP)

| | | | | | |
|----|-----------|-------------|---------|---------|-------------------|
| 91 | \$196,844 | \$2,446,939 | 12-1-90 | 6-30-91 | 641-1-20-12-39-91 |
|----|-----------|-------------|---------|---------|-------------------|

Low-Income Energy Assistance Program Weatherization (LIEAP WX)

| | | | | | |
|----|-----------|-----------|--------|----------|-------------------|
| 90 | \$ 17,421 | \$212,660 | 7-1-90 | 12-31-90 | 641-1-20-12-47-90 |
| 91 | \$ 13,847 | \$166,216 | 1-1-91 | 6-30-91 | 641-1-20-12-47-91 |

| FFY | Admin | Program | From | To | Cost Center |
|-----|----------|--|---------|----------|-------------------|
| | | Community Services Block Grant (CSBG) | | | |
| 90 | \$53,176 | \$301,330 | 7-1-90 | 12-31-90 | 641-1-20-12-41-90 |
| 91 | \$17,223 | \$ 97,594 | 1-1-91 | 6-30-91 | 641-1-20-12-41-91 |
| | | Community Services Block Grant - LIEAP Transfer (CSBG-TFR) | | | |
| 91 | \$24,687 | \$139,891 | 10-1-90 | 6-30-91 | 641-1-20-12-40-91 |
| | | Community Services Block Grant Homeless (CSBG-HOMELESS) | | | |
| 91 | \$ 6,599 | \$ 37,392 | 10-1-90 | 6-30-91 | 641-1-20-12-50-91 |
| | | Community Food and Nutrition Program (CFNP) | | | |

HOUSING & URBAN DEVELOPMENT (HUD)

Emergency Shelter Grant Program (ESGP)

DEPARTMENT OF ENERGY (DOE)

| | | | | | |
|----|----------|---|--------|---------|-------------------|
| | | Department of Energy Weatherization (DOE Wx) | | | |
| 91 | \$ 7,584 | \$144,099 | 7-1-90 | 3-31-91 | 641-1-20-13-47-91 |
| 92 | \$ 3,792 | \$ 72,049 | 4-1-91 | 6-30-91 | 641-1-20-13-47-92 |
| | | Department of Energy Training and Technical Assistance (DOE T/TA) | | | |
| 91 | \$ -0- | \$ 1,815 | 7-1-90 | 3-31-91 | 641-1-20-13-48-91 |

DEPARTMENT OF EDUCATION (DOED)

Fund For Improvement of Post Secondary Education (FIPSE)

PETROLEUM VIOLATION ESCROW FUNDS (PVE)

| | | | | | |
|----|--------|----------------------------------|--------|---------|-------------------|
| | | Oregon Partners in Energy (OPIE) | | | |
| 91 | \$ -0- | \$ 96,014 | 7-1-90 | 6-30-91 | 681-1-20-16-65-91 |

Petroleum Violation Escrow Fund Weatherization (PVE WX)

Petroleum Violation Escrow Training and Technical Assistance (PVE T/TA)

| FFY | Admin | Program | From | To | Cost Center |
|-------|--|-----------|--------|---------|-------------------|
| OTHER | | | | | |
| 91 | \$51,057 | \$459,509 | 7-1-90 | 6-30-91 | 831-1-20-25-50-91 |
| | State Homeless Assistance Program (SHAP) | | | | |
| | State Legalization Impact Assistance Grant (SLIAG) | | | | |

The amount of delegated funds identified above as "admin" for any program is the maximum amount of the funds delegated herein that SUBGRANTEE may use for administrative costs. SUBGRANTEE may use any or all of the "admin" funds for program costs, but no "program" funds may be used for administrative costs.

1. Work to be Performed

SUBGRANTEE shall perform in a satisfactory manner the work plan for each SCS program for which funds are delegated under this agreement. These work plans are attached hereto as Exhibits A and by this reference made a part hereof. SUBGRANTEE shall perform all activities in accordance with the approved work plans, the approved budget(s), and terms of this agreement. SUBGRANTEE is prohibited from beginning work on program(s) until written notification is received from SCS.

2. Budgets and Payments.

- A. The funds specified above may include funds that have not yet been appropriated and allocated to Oregon but that are anticipated to be received by SCS in a federal grant for the following Federal Fiscal Year (FFY). With respect to any services or activities that under SUBGRANTEE's work plan are to be performed with grant funds for the following FFY, the performance of such services or activities, and any SCS's payment therefor, shall be contingent upon the full amount of that anticipated FFY grant being lawfully appropriated, allocated, and available to SCS. Further, any continuation or extension of this agreement after the end of the biennium in which it is written, is contingent upon such funds being lawfully appropriated, allocated, and available to SCS.
- B. SUBGRANTEE shall provide a separate budget for each SCS program for which funds are delegated under this agreement. These budgets shall be in the format and shall contain all information requested by SCS. The budget summaries, for each program, attached hereto as Exhibits B and by this reference made a part hereof, shall separately allocate the total funds delegated under this agreement for each program to each of the line item categories specified therein. SUBGRANTEE shall make no changes between line item categories as shown in budget summaries (Exhibit B) without written approval of SCS.
- C. SCS shall pay to SUBGRANTEE 10% of the funds herein delegated or \$5,000 which ever is greater for each program upon the signing of this agreement. Thereafter, SUBGRANTEE shall receive reimbursement from SCS based upon SCS's receipt and approval of the "Request for Cash" form filed by SUBGRANTEE pursuant to Section 4 hereof. Approval shall only be given if all reports required or requested under this agreement have been received by SCS. Approval will normally take ten (10) working days.

- D. SCS may withhold all payments due to SUBGRANTEE under this agreement or any other contract or agreement in effect between SCS and SUBGRANTEE if SUBGRANTEE violates any provision of this agreement including, but not limited to:
- (a) submission of complete, accurate and timely program, audit, or financial reports;
 - (b) compliance with federal audit standards;
 - (c) repayment of disallowed costs.
- E. Upon review of the quarterly reports filed by SUBGRANTEE pursuant to Section 4 hereof, SCS may adjust the amount of funds delegated to SUBGRANTEE for any program(s) covered by this agreement upward or downward to reflect the actual or anticipated expenditure of funds.
- F. Additional program-specific limitations or conditions on the use of funds are contained in Exhibits C attached hereto and by this reference made a part hereof.

3. Records.

- A. SUBGRANTEE and its subcontractors shall prepare and maintain such records as necessary for performance of the approved work plan and for compliance with the terms of this agreement.

SCS, the Secretary of State's Office of the State of Oregon, the federal government and the duly authorized representatives of such entities shall have free access to the books, documents, papers, audits and records of SUBGRANTEE and its Subcontractors which are directly pertinent to this agreement for the purpose of making audit, examination, excerpts, and transcripts. These records are the property of SCS which may take possession of them at any time with three business days' notice to SUBGRANTEE. SUBGRANTEE may retain copies of all records taken by SCS under this section.

- B. All books, documents, papers, or other records, including but not limited to client records, income documentation, financial records, invoices and statistical records, and supporting documents pertinent to this agreement shall be retained by SUBGRANTEE and its subcontractors for three years after final payment is made under this agreement or three years from the date of completion of any audit pursuant to Section 7 hereof, whichever is later. If, however, any audit questions remain unresolved at the end of this three-year period, all records must be retained until final resolution. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

4. Reports.

- A. SUBGRANTEE shall submit timely, complete and accurate reports to SCS detailing the progress made toward the program objective(s) as detailed in work plan and including all administrative and program expenditures. Such reports shall be submitted for each SCS program for which funds are delegated under this agreement so that they are received by SCS on or before the due dates specified in Exhibit D attached hereto and by this reference made a part hereof. The reports shall be in the format and contain the information requested by SCS. The reports must agree with the accounting records maintained by SUBGRANTEE and/or its subcontractors and be certified by the chief executive officer of SUBGRANTEE, and its subcontractors, if applicable.

All final reports shall be submitted by SUBGRANTEE so as to be received by SCS on or before the 60th day following the last day of the program period for that program, or the date that all activities funded by this agreement for that program are completed, whichever is earlier.

- B. SUBGRANTEE shall prepare and furnish such plans, work plans, data, descriptive information and reports as may be requested by SCS as needed to comply with state or federal requirements. SUBGRANTEE agrees to, and does hereby grant SCS the right to reproduce, use, and disclose all or any part of the plans, reports, data, and technical information furnished to SCS.

5. Fiscal Management.

- A. SUBGRANTEE and its subcontractors shall prepare and maintain accurate financial records documenting all expenditures made from funds delegated under this agreement. These records shall include adjustments to reconcile the accounting records, the financial reports to SCS and the audit report for the common accounting period.
- B. Expenditures of SUBGRANTEE and/or subcontractors may be claimed under this agreement only if they are: 1) in payment of eligible activities or services performed under this contract in conformance with applicable state and federal regulations and statutes; 2) in payment of an obligation incurred during the applicable program period; 3) not in excess of 100% of the funds delegated to that program under this agreement, including amendments; 4) not in excess of 100% of the budget allocation for the particular line item category for that expenditure; and 5) not for duplicate payment for the same activities or services under both this agreement and any other contract or agreement with SCS or under more than one program covered by this agreement.

Expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, cancelled checks, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with generally accepted accounting principles, Oregon Administrative Rules, and applicable federal requirements as specified herein.

Expenditures shall be segregated by line item category within SUBGRANTEE's accounting system and so reported on the required fiscal reports.

- C. All income that is generated by or attributable to funds delegated under this agreement shall be identified and segregated for expenditures relating to the approved work plan of the program for which the original funds were delegated. If cash is deposited in a combined or centralized income-yielding bank account, an allocation procedure shall be in place to make the necessary income to program segregations. This allocation method should be rational and equitable, but not so complex and time-consuming that the allocation process is not cost-effective. Expenditures of income from funds delegated under this agreement are to be made within the program period in which the income is earned, except energy rebates which may be expended in the immediate following program period.
- D. All unexpended funds or income from such funds remaining at the end of the program period set out in this agreement must be returned to SCS no later than 60 days following the expiration of the program period or the termination of this agreement, whichever is earlier. Expenses not reported within this specified time period shall not be paid by SCS.
- E. Any costs disallowed either upon request for reimbursement or as a result of any audits, review or site visit shall not be paid by SCS, provided that the disallowed costs did not arise from the acts of SCS. SUBGRANTEE shall be given an opportunity to demonstrate that any proposed disallowance is in error. If a cost is disallowed after reimbursement has occurred, SUBGRANTEE shall make repayment of such costs within thirty (30) days of receipt of formal notice of disallowance of such expenditure(s).
- F. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, SUBGRANTEE shall cooperate with all appropriate investigative agencies, and shall assist in recovering invalid payments.

6. Property Management.

All property valued at \$100 or more purchased in whole or in part with funds delegated under this agreement is the property of SCS. SUBGRANTEE and its subcontractors shall meet the following requirements for all such property:

- A. All certificates of title or other evidences of ownership shall show SCS as the owner of such property.
- B. Property records shall be prepared and maintained accurately. Such records shall include a description of each item of property; manufacturer's serial number, acquisition date and cost; funding source of the property; whether the item of property was new or used at the time of acquisition; percentage of State funds used in the purchase of property; and location, use and condition of the property.

- C. A physical inventory of property shall be taken at least once every year to verify the existence, current utilization, and continued need for the property. The results of the physical inventory shall be reconciled with the property records.
- D. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of the property shall be investigated and fully documented.
- E. Adequate maintenance procedures shall be implemented to keep the property in good condition.
- F. Within 60 days following the expiration of any program period or upon termination of this agreement, whichever is earlier, SUBGRANTEE and its subcontractors shall transfer back to SCS all nonexpendable property purchased for that program, if so directed by SCS.

7. Audits.

- A. SUBGRANTEE and its subcontractors shall permit authorized representatives of SCS, State of Oregon Division of Audits and/or the applicable audit agency of the United States Government to make such review of the records of SUBGRANTEE and subcontractors that these entities may deem necessary to satisfy audit and/or program evaluation purposes. SUBGRANTEE shall permit, and shall require subcontractors to permit, authorized representatives of SCS to site visit all programs and activities funded in whole or in part by this agreement.

- B. SUBGRANTEE shall provide to SCS an annual audit of all receipts and expenditures, from whatever source, whether cash or non-cash. The annual audit may be prepared either at the end of the SUBGRANTEE's fiscal year, or upon termination of this agreement, so long as the audit covers a period no longer than 12 months.

Audits must be submitted to SCS within 180 days after the end of the SUBGRANTEE fiscal year or termination of this agreement. Failure to submit required audits by specified deadlines will be cause for withholding of payments until audits are submitted.

- C. All audits required pursuant to this section must be prepared by an independent and qualified external auditor. SUBGRANTEE is required to change independent auditors at least every three years.

All audit workpapers pertaining to the annual audit shall be retained for three years following the date the audit is submitted to SCS and shall be open for examination by any and all federal, state and county auditors and/or representatives.

- D. All fiscal records and audits required hereunder must be prepared consistent, as applicable to SUBGRANTEE and subcontractors, with the following:

- (1) Standards contained in the U.S. General Accounting Office (GAO) publication entitled "Government Auditing Standards" and the GAO publication entitled "Guideline for Financial and Compliance Audits of Federally Assisted Programs."
 - (2) The Single Audit Act of 1984 (P.L. 98-502) as applicable.
 - (3) Generally accepted accounting principles as defined by the American Institute of Certified Public Accountants, Inc., as such may change from time to time.
 - (4) Office of Management and Budget (OMB):
 - i. Circulars A-87 and A-102 (Common Rule) and A-128 if SUBGRANTEE is a governmental entity:
 - ii. Circulars A-110, A-122, and A-133 if SUBGRANTEE is a non-governmental entity.
- E. The auditor must state in the audit report that the audit meets the cited standards and must include a management letter.
- F. SUBGRANTEE shall establish and maintain, and shall be responsible for ensuring that subcontractors establish and maintain, systematic methods to assure timely and appropriate resolution of review/audit findings and recommendations.

8. Monitoring and Sanctions.

- A. Monitoring of SUBGRANTEE will be done at regular intervals. SCS staff will give reasonable notification of monitoring schedules. The SUBGRANTEE must provide all records requested by SCS for this monitoring.

Monitoring shall include, but not be limited to: 1) inspection of client files, program records and reports, inventory records, and fiscal records including original receipts for expenditures, 2) review of compliance with agreement provisions, work plan(s), budget reports, and state and federal regulations, and 3) physical inventory of fixed assets, weatherization materials and USDA commodity foods.

- B. SUBGRANTEE will be advised within thirty (30) days after the monitoring visit of findings. If the monitoring identifies deficiencies, preliminary findings will be issued with examples and corrective action will be requested. SUBGRANTEE will have thirty days (30) from receipt of the preliminary findings to request assistance, to file a corrective plan or to explain why the findings are in error.

SCS shall notify SUBGRANTEE of its acceptance or rejection of all or part of SUBGRANTEE's response within ten (10) days. SUBGRANTEE will have an additional twenty (20) days to provide an acceptable corrective action plan for any remaining, unresolved deficiencies.

If unresolved deficiencies remain, SCS shall transmit to SUBGRANTEE a finding of facts detailing the specific deficiencies and required corrective actions. SUBGRANTEE shall have thirty (30) days to take corrective actions.

- C. If corrective actions have not taken place by the end of the thirty (30) days, SCS will notify SUBGRANTEE of the sanctions it will apply. Such sanctions may include, without limitation: withholding of funds, disallowance of costs, suspension of payments or termination of this agreement. SCS will inform SUBGRANTEE of the appeals process in its sanction notice.

The rights and remedies of SCS provided in the above clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

9. Amendments to Agreement.

All amendments or modifications to this agreement shall be in writing. Either party to this agreement may initiate modifications to this agreement, the approved work plans, and budgets at any time. All modifications which have been mutually agreed upon shall be executed on forms provided by SCS, signed by both parties, and shall become amendments to this agreement.

10. Termination.

- A. SCS may, upon 30 days written notice delivered to SUBGRANTEE by certified mail or in person, terminate this agreement in whole or in part, under any of the following conditions:

- (1) If SUBGRANTEE fails to fulfill obligations under this agreement including but not limited to: filing of accurate, complete and timely reports and audits, filing of inventory records, compliance with applicable state and federal regulations, compliance with the approved work plans and approved budgets, compliance with directives received from the federal agency which is the source of the grant funds;
- (2) If funds provided under this agreement are used improperly or illegally;
- (3) If SCS funding from the responsible federal agency is not obtained, is suspended, reduced or eliminated;
- (4) If the SCS appropriation or authorization to expend funds from the Oregon State Legislature is not obtained, is suspended, reduced or eliminated, or if any of the state funded programs are reduced or eliminated;
- (5) If a new Community Action Agency (CAP) is certified in SUBGRANTEE's area;
- (6) If any license or certificate required by law or required to be held by SUBGRANTEE to provide the services required by this agreement is for any reason denied, revoked or not renewed;

- (7) If SUBGRANTEE (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy;
 - (8) If SUBGRANTEE is suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal department or agency.
- B. In the event of termination of this agreement, all unexpended money, property and finished or unfinished documents, data, studies, and reports purchased or prepared by SUBGRANTEE under this agreement shall be returned to SCS within 60 days of written notice.
 - C. Upon issuance of the notice to terminate this agreement, SCS may require that all expenditures be suspended upon delivery of said notice and any additional expenditures must have prior approval by SCS. SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses reasonably or necessarily incurred in satisfactory performance of this agreement and within its approved work plans and approved budgets prior to receipt of a termination notice pursuant to this section, or, if SCS does not require suspension of expenditures upon receipt of the termination notice, prior to the effective date of the termination.

Notwithstanding the above, SUBGRANTEE shall not be relieved of its liability to SCS for damages sustained by SCS by virtue of any breach of this agreement by SUBGRANTEE. SCS may withhold any reimbursement to SUBGRANTEE for the purpose of compensation for damages until such time as the exact damages due to SCS from SUBGRANTEE are agreed upon or otherwise determined.

11. Purchases and Procurement.

- A. In procuring, by purchase, rental or otherwise, any equipment, supplies or services, SUBGRANTEE and its subcontractors shall obtain prior written approval from SCS before entering into any sole source contract or contract where only one bid or proposal is received when the value of the contract is expected to exceed:
 - (1) \$5,000 in the aggregate, if SUBGRANTEE is a non-governmental entity;
 - (2) \$10,000 in the aggregate, if SUBGRANTEE is a governmental entity.

- B. SUBGRANTEE and its subcontractors shall obtain prior written approval from SCS before purchasing equipment or other property costing more than \$300 per item. SCS may require SUBGRANTEE to solicit and retain a minimum of three (3) written bids when making purchases of such equipment or property.

12. Subcontracts.

- A. SUBGRANTEE shall not enter into any subcontract without prior written approval of SCS.
- B. SUBGRANTEE shall have a written contract with each subcontract entity. All subcontracts must be executed prior to the first day of service, unless prior written approval has been granted by SCS. SUBGRANTEE agrees to furnish a copy of each subcontract to SCS upon request.
- C. At a minimum all subcontract agreements must specify:.
- (1) That subcontractor shall comply with all applicable provisions of this agreement between SCS and SUBGRANTEE, each of which must be specifically incorporated into the subcontract;
 - (2) That subcontractor shall comply with all applicable federal, state, county and local statutes, rules, regulations, policies, guidelines, requirements and funding criteria governing services, facilities and operations; and
 - (3) That subcontractor is an independent contractor and not an agent of SCS or SUBGRANTEE. The subcontractor shall indemnify, defend and hold harmless the State of Oregon, and SUBGRANTEE and their officers, agents and employees, from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the subcontractor, their own subcontractors or the employees of either; or on account of or in consequence of carrying out the terms of the subcontract; or because of any act or omission, neglect or misconduct of the subcontractor.
- D. SUBGRANTEE shall take all reasonable steps to ensure that subcontractors have adequately trained their employees and to verify that subcontractors are processing any necessary eligibility determinations and authorizations accurately.
- E. SUBGRANTEE shall be responsible for monitoring and auditing the activities of its subcontractors at least annually and as frequently as necessary to ensure that all regulations are being complied with and that funds are being spent for authorized purposes. Monitoring shall include, without limitation, all the activities listed in the second paragraph of Section 8(A).
- F. Responsibility for program integrity shall remain with SUBGRANTEE. Any disallowed costs on the part of the subcontractors, due to error or otherwise, will be considered to be disallowed costs of SUBGRANTEE.

If SUBGRANTEE is a county, such disallowed costs may be recovered by SCS only through repayment under Section 5E or withholding under Section 2D of this agreement, to the extent permitted by the Oregon Constitution, Article XI, Section 10. If SUBGRANTEE is other than a county, SCS may recover such disallowed costs through repayment, withholding, or other means permitted by law.

- G. SUBGRANTEE shall take all reasonable steps in selecting, monitoring and auditing its subcontractors to prevent misuse or mismanagement of funds delegated under this agreement. SUBGRANTEE shall take all reasonable action against its subcontractors, at SUBGRANTEE's expense, to recover any funds misused, mismanaged or misspent. Any funds recovered shall be repaid to SCS under Section 5E.

13. Compliance with laws.

SUBGRANTEE and its subcontractors shall comply with all federal laws, regulations and instructions, state statutes and regulations, local ordinances and codes and the Oregon state plan, if any, applicable to this agreement or the work to be performed or funds delegated by this agreement including, but not limited to those specified in Exhibits E attached hereto and by this reference made a part hereof.

In addition, SUBGRANTEE and its subcontractors shall comply with the assurances listed in Exhibit F, attached hereto and by this reference made a part hereof.

14. Confidentiality.

SUBGRANTEE and its subcontractors shall protect the confidentiality of all information concerning applicants for and recipients of services funded by this agreement and shall not release or disclose any such information except as directly connected with the administration of the particular SCS program(s) or as authorized in writing by the applicant or recipient. All records and files shall be appropriately secured to prevent access by unauthorized persons.

SUBGRANTEE and its subcontractors shall ensure that all officers, employees, and agents are aware of and comply with this confidentiality requirement.

15. Equal Opportunity.

SUBGRANTEE shall ensure that no person or group of persons shall, on the ground of age, race, color, national origin, primary language, sex, religion, handicap, political affiliation or belief, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part by funds delegated under this agreement.

16. SUBGRANTEE Status.

- A. SUBGRANTEE certifies that the work performed under this agreement is that of an independent contractor and that SUBGRANTEE is not an officer, employee or agent of the state as those terms are used in ORS 30.265 with respect to work performed under this agreement.

SUBGRANTEE agrees that insurance coverage, whether purchased or by self-insurance, for SUBGRANTEE's agent, employees and sub-contractors is the sole responsibility of SUBGRANTEE.

- B. SUBGRANTEE certifies that it is not employed by or contracting with the federal government for the work covered by this agreement.
- C. SUBGRANTEE certifies that it is not ineligible to enter into a contract involving federal funds by virtue of any of the reasons specified in Exhibit G attached hereto and by this reference incorporated herein.

17. Dual Payment.

SUBGRANTEE shall not be compensated for work performed under this agreement from any other department of the State of Oregon, nor from any other source, including the federal government, unless such funds are used solely to increase the total services to be provided under this agreement. Any funds received through or for activities arising under this agreement shall immediately be reported to SCS.

18. Indemnity.

SUBGRANTEE shall indemnify, defend and hold harmless the State of Oregon, SCS, its officers, agents, employees and members, from all claims, suits or action of whatsoever nature resulting from or arising out of the activities or omissions of SUBGRANTEE or its sub-contractors, agents or employees under this agreement.

This indemnity provision shall not require SUBGRANTEE to defend or indemnify the state against any action based solely on the alleged negligence of the state. This indemnity provision shall be interpreted in accordance with any limitations imposed by Article XI, Sections 7 and 10 of the Oregon Constitution and by the Oregon Tort Claims Act.

19. Workers Compensation Requirement

The Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon Law for all their subject workers. Out-of-state employers must provide Oregon worker's compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage.

20. Compliance with Tax Laws

By execution of this contract, contractor hereby affirms, under penalty of perjury as provided in ORS 350.385(6), that to the best of its knowledge the contractor is not in violation of any of the tax laws described in ORS 305.380(4).

21. Captions.

The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this agreement.

22. Severability.

If any terms or provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

23. Drug-Free Workplace Act

Contractor certifies that it will provide a drug-free workplace by:

- A. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (3) The penalties that may be imposed upon employees for drug abuse violations;
- C. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (A).
- D. Notifying the employee in the statement required by paragraph (A) that as a condition of employment on such contract, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- E. Notifying the Agency within 10 days after receiving notice under subparagraph D.(2) from an employee or otherwise receiving actual notice of such conviction;

- F. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5154 of the Drug-Free Workplace Act of 1988,
- H. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (1) through (6).

24. Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, 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 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 federal contract, grant, loan, or cooperative agreement, the contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

25. Waiver.

The failure of SCS to enforce any provision of this agreement shall not constitute a waiver by SCS of that or any other provision.

26. MERGER

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN THE TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDESTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT.

SUBGRANTEE, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE HEREBY ACKNOWLEDGES THAT IS HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

MULTNOMAH COUNTY, OREGON
DEPARTMENT OF HUMAN SERVICES
426 SW Stark St.
Portland, Oregon 97204

OREGON STATE COMMUNITY SERVICES
1158 Chemeketa Street NE
Salem, Oregon 97310

William B. Davis 8/17/90
Community Action Program Date
Manager

Victor Vasques, Jr., Director

Date: _____

Jim McConnell 8/23/90
Aging Services Division Date
Director

Gladys McCoy Date
Multnomah County Chair

(Reviewed by Contracts Manager)

Date: _____

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County

BY _____
Date

NOTE: One set of Exhibits D (Reports), F. (Assurances), and G (Debarment certificate), must be attached hereto. In addition, the following Exhibits must be completed for each program as indicated below with information specific to that program and attached hereto.

0306f
C0149/dt/16
5-25-90

Meeting Date: SEP 13 1990

Agenda No.: C-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Approval of Revenue Contract and Amendments

BCC Informal _____ BCC Formal _____
(Date) (Date)

DEPARTMENT: Human Services DIVISION: Aging Services/Community Act.

CONTACT: Cilla Murray/Bill Thomas TELEPHONE: 248-3646

PERSON(S) MAKING PRESENTATION Duane Zussy/Jim McConnell

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON AGENDA: 5 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN:

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):
Requests approval of the attached retroactive intergovernmental agreements with State Community Services as follows: 1) FY90-91 Omnibus contract for energy assistance, homeless assistance, and other community action services; 2) amendment #1 adding \$198,424 in Petroleum Violation Escrow funds; and 3) amendment #2 reducing the FY 90-91 allocation of State Homeless Assistance Program funds by \$43,530.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

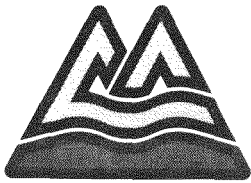
DEPARTMENT MANAGER Duane Zussy

RATIFIED
Multnomah County Board
of Commissioners

9-13-90

(All accompanying documents must have required signatures)

*Returned Originals to
Cilla Murray 9-14-90.*



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
AGING SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
(503) 248-3646
TDD: 248-3683

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Duane Zussy, Director
Department of Human Services

FROM: James McConnell, Director
Aging Services Division

DATE: August 23, 1990

SUBJECT: FY 90-91 Revenue Agreement with State Community Services and
Accompanying Amendments

Retroactive Status: This contract and amendments are retroactive to July 1, 1990. Contract processing was delayed due to the large volume of work needed to transition community action and energy assistance programs from Metropolitan Community Action to the County. Amendments one and two were not received until after July 1, 1990.

Recommendation: The Aging Services Division recommends that the Board of County Commissioners ratify the attached revenue agreement and amendments with State Community Services with effective dates of July 1, 1990.

Analysis: This revenue agreement provides funds for homeless assistance, other community action services, and energy assistance, including weatherization services. These funds will be subcontracted to community agencies and approximately 10 for-profit contractors. Weatherization funds also pay for administrative and program support through the Aging Services Division. For FY 90-91 this contract and amendments will make available to Multnomah County a total of \$1,130,765 in funds for energy assistance and \$1,144,928 in funds for homeless assistance and other community action services.

The original contract is for \$2,120,799. Amendment 1 increases energy assistance funds by \$198,424 for weatherization services. Amendment 2 decreases homeless assistance funds by \$43,530.

Background: The omnibus revenue contract is State Community Service's primary contract with Multnomah County for FY 90-91. Additional funds will be amended into this contract throughout the year as existing programs end and new funds are allocated. Amendments one and two are the first contract changes.

These revenues have been incorporated into Aging Services Division, Community Action Program Office budget for FY 90-91.

AN EQUAL OPPORTUNITY EMPLOYER



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # _____

Amendment # 1

| CLASS I | CLASS II | CLASS III |
|---|--|---|
| <input type="checkbox"/> Professional Services under \$10,000 | <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue | <input checked="" type="checkbox"/> Intergovernmental Agreement: RATIFIED Multnomah County Board of Commissioners <u>C-3 9-13-90</u> |

Contact Person Cilla Murray (Bill Thomas) Phone 248-3646 Date August 23, 1990

Department Human Services Division Aging Services Bldg/Room 161/3rd floor

Description of Contract This revenue contract amendment adds \$198,424 in FY 90/91 Petroleum Violation Escrow funds for energy assistance.

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

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

Contractor Name State Community Services

Mailing Address 1158 Chemeketa Street NE

Salem OR 97310

Phone 1-378-4729

Employer ID # or SS # N/A

Effective Date July 1, 1990

Termination Date June 30, 1991

Original Contract Amount \$ 2,120,799

Amount of Amendment \$ 198,424

Total Amount of Agreement \$ 2,319,223

Payment Term

☐ Lump Sum \$ _____

☐ Monthly \$ _____

☒ Other \$ Reimbursement

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager _____

Date _____

Purchasing Director _____
(Class II Contracts Only)

Date _____

County Counsel _____

Date _____

County Chair/Sheriff _____

Date _____

| VENDOR CODE | | | | VENDOR NAME | | | | | | TOTAL AMOUNT | \$ | |
|-------------|------|--------|--------------|-------------|----------|--------|---------|------------|----------------------------------|--------------|-------------------|--|
| LINE NO. | FUND | AGENCY | ORGANIZATION | SUB ORG | ACTIVITY | OBJECT | SUB OBJ | REPT CATEG | LGFS DESCRIPTION REVENUE CODE | AMOUNT | INC DEC IND | |
| 01. | 156 | 010 | 1730 | | | | | | PVE-WX 2077 | \$198,424 | | |
| 02. | | | | | | | | | | | | |
| 03. | | | | | | | | | | | | |
| | | | | | | | | | | | | |

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

Meeting Date: **SEP 13 1990**

Agenda No.: **C-4**

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Approval of Revenue Contract and Amendments

BCC Informal

(Date)

BCC Formal

(Date)

DEPARTMENT: Human Services

DIVISION: Aging Services/Community Act.

CONTACT: Cilla Murray/Bill Thomas

TELEPHONE: 248-3646

PERSON(S) MAKING PRESENTATION Duane Zussy/Jim McConnell

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON AGENDA: 5 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN:

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):
Requests approval of the attached retroactive intergovernmental agreements with State Community Services as follows: 1) FY90-91 Omnibus contract for energy assistance, homeless assistance, and other community action services; 2) amendment #1 adding \$198,424 in Petroleum Violation Escrow funds; and 3) amendment #2 reducing the FY 90-91 allocation of State Homeless Assistance Program funds by \$43,530.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Or

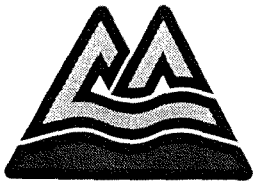
DEPARTMENT MANAGER

Duane Zussy

RATIFIED
Multnomah County Board
of Commissioners
9-13-90

(All accompanying documents must have required signatures)

*Returned originals to
Cilla Murray 9-14-90*



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
AGING SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
(503) 248-3646
TDD: 248-3683

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
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RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Duane Zussy, Director
Department of Human Services

FROM: James McConnell, Director
Aging Services Division

DATE: August 23, 1990

SUBJECT: FY 90-91 Revenue Agreement with State Community Services and
Accompanying Amendments

Amendment #2

Retroactive Status: This contract and amendments are retroactive to July 1, 1990. Contract processing was delayed due to the large volume of work needed to transition community action and energy assistance programs from Metropolitan Community Action to the County. Amendments one and two were not received until after July 1, 1990.

Recommendation: The Aging Services Division recommends that the Board of County Commissioners ratify the attached revenue agreement and amendments with State Community Services with effective dates of July 1, 1990.

Analysis: This revenue agreement provides funds for homeless assistance, other community action services, and energy assistance, including weatherization services. These funds will be subcontracted to community agencies and approximately 10 for-profit contractors. Weatherization funds also pay for administrative and program support through the Aging Services Division. For FY 90-91 this contract and amendments will make available to Multnomah County a total of \$1,130,765 in funds for energy assistance and \$1,144,928 in funds for homeless assistance and other community action services.

The original contract is for \$2,120,799. Amendment 1 increases energy assistance funds by \$198,424 for weatherization services. Amendment 2 decreases homeless assistance funds by \$43,530.

Background: The omnibus revenue contract is State Community Service's primary contract with Multnomah County for FY 90-91. Additional funds will be amended into this contract throughout the year as existing programs end and new funds are allocated. Amendments one and two are the first contract changes.

These revenues have been incorporated into Aging Services Division, Community Action Program Office budget for FY 90-91.

AN EQUAL OPPORTUNITY EMPLOYER

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102731Amendment # 2

| CLASS I | CLASS II | CLASS III |
|---|--|---|
| <input type="checkbox"/> Professional Services under \$10,000 | <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue | <input checked="" type="checkbox"/> Intergovernmental Agreement |

9-4 9-13-90

Contact Person Cilla Murray (Bill Thomas) Phone 248-3646 Date August 23, 1990
Department Human Services Division Aging Services Bldg/Room 161/3rd floor
Description of Contract This revenue contract amendment reduces the amount of State Homeless Assistance Program funds available by \$43,530 due to a reduction in State Community Services funds available for homeless assistance

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____
ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name State Community Services
Mailing Address 1158 Chemeketa Street NE
Salem OR 97310
Phone 1-378-4729
Employer ID # or SS # N/A
Effective Date July 1, 1990
Termination Date June 30, 1991
Original Contract Amount \$ 2,120,799
Amount of Amendment \$ (43,530)
Total Amount of Agreement \$ 2,275,693

Latest Total: \$2,319,223

Payment Term

☐ Lump Sum \$ _____
☐ Monthly \$ _____
☒ Other \$ Reimbursement
☐ Requirements contract - Requisition required.
Purchase Order No. _____
☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]
Purchasing Director [Signature]
(Class II Contracts Only)
County Counsel [Signature]
County Chair/Sheriff [Signature]

Date 8/27/90
Date 7-13-90
Date 8.25.90
Date 7/13/90

| VENDOR CODE | | | | VENDOR NAME | | | | | TOTAL AMOUNT | | \$ | |
|-------------|------|--------|--------------|-------------|----------|--------|---------|------------|------------------|--------------|------------|--------------|
| LINE NO. | FUND | AGENCY | ORGANIZATION | SUB ORG | ACTIVITY | OBJECT | SUB OBJ | REPT CATEG | LGFS DESCRIPTION | REVENUE CODE | AMOUNT | INC/ DEC IND |
| 01. | 156 | 010 | 1730 | | | | | | SHAP 2394 | | (\$43,530) | |
| 02. | | | | | | | | | | | | |
| 03. | | | | | | | | | | | | |
| | | | | | | | | | | | | |

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

1. **CLASS I, CLASS II, CLASS III** - Check off appropriate class of contract in one of the three columns on the top of the form.
2. **CONTRACT #** - To be issued by designated person in each Division or call Purchasing to get a number.
3. **AMENDMENT #** - Sequential numbering to original contract as changes are made and approved.
4. **DESCRIPTION OF CONTRACT** - Summary of product purchased or services to be performed. Note if an amendment or extension.
5. **RFP/BID #** - Enter number if contract is a result of RFP/Bid selection process.
6. **DATE RFP/BID** - Enter date of RFP/Bid public opening.
7. **EXEMPTION EXPIRATION DATE** - Enter exemption expiration date from competitive bidding granted by BCC or the Chair.
8. **ORS/AR#** - Refer to Oregon Revised Statutes and/or Administrative Rule #, when applicable.
9. **CONTRACTOR IS MBE, WBE, QRF** - Check appropriate box if contractor is certified as an MBE, WBE, or QRF (Qualified Rehabilitation Facility).
10. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** - Enter current information.
11. **EMPLOYEE ID# OR SS#** - Enter employee federal ID# or Social Security # if contractor is an individual.
12. **EFFECTIVE DATE** - Date stated on contract to begin services.
13. **TERMINATION DATE** - Date stated on contract to terminate services.
14. **ORIGINAL CONTRACT AMOUNT** - Enter amount of original contract.
15. **AMOUNT OF AMENDMENT** - Enter amendment or change order amount only, if applicable.
16. **TOTAL AMOUNT OF AGREEMENT** - Enter original amount of contract. If this is an amendment or change order, please include original amount and amended amount.
17. **PAYMENT TERMS** - Designate payment terms by checking appropriate box and entering dollar amount.
18. **REQUIREMENTS CONTRACT** - Requisition Required - Check this box to note that a purchase order will be issued to initiate payment.
19. **PURCHASE ORDER #** - Enter number of purchase order to be issued. If number is not known, enter "PO will be issued."
20. **REQUIREMENTS NOT TO EXCEED** - List the estimated dollar amount of requirements contracts.
21. **REQUIRED SIGNATURES** - To be completed as approved. Purchasing Director needs to sign all Class II contracts only.
22. **ACCOUNT CODE STRUCTURE** - Enter account code structure for the type of agreement; i.e., expense or revenue.
23. **LGFS DESCRIPTION** - Abbreviated description for Data Entry purposes.
24. **AMOUNT** - If total dollar amount is being split among different account numbers, indicate dollar amounts here.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # _____

Amendment # 2

| CLASS I | CLASS II | CLASS III |
|---|--|--|
| <input type="checkbox"/> Professional Services under \$10,000 | <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue | <input checked="" type="checkbox"/> Intergovernmental Agreement RATIFIED Multnomah County Board of Commissioners <u>C-4 9-13-90</u> |

Contact Person Cilla Murray (Bill Thomas) Phone 248-3646 Date August 23, 1990
Department Human Services Division Aging Services Bldg/Room 161/3rd floor
Description of Contract This revenue contract amendment reduces the amount of State Homeless Assistance Program funds available by \$43,530 due to a reduction in State Community Services funds available for homeless assistance

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____
ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name State Community Services
Mailing Address 1158 Chemeketa Street NE
Salem OR 97310
Phone 1-378-4729
Employer ID # or SS # N/A
Effective Date July 1, 1990
Termination Date June 30, 1991
Original Contract Amount \$ 2,120,799
Amount of Amendment \$ (43,530)
Total Amount of Agreement \$ 2,275,693

Latest Total: \$2,319,223

Payment Term

☐ Lump Sum \$ _____
☐ Monthly \$ _____
☒ Other \$ Reimbursement
☐ Requirements contract - Requisition required.
Purchase Order No. _____
☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager _____
Purchasing Director _____
(Class II Contracts Only)
County Counsel _____
County Chair/Sheriff _____

Date _____
Date _____
Date _____
Date _____

| VENDOR CODE | | | | VENDOR NAME | | | | | TOTAL AMOUNT | | \$ | |
|-------------|------|--------|--------------|-------------|----------|--------|---------|------------|---------------------------|------------|--------------|--|
| LINE NO. | FUND | AGENCY | ORGANIZATION | SUB ORG | ACTIVITY | OBJECT | SUB OBJ | REPT CATEG | LGFS DESCRIPTION | AMOUNT | INC/ DEC IND | |
| 01. | 156 | 010 | 1730 | | | | | | REVENUE CODE SHAP 2394 | (\$43,530) | | |
| 02. | | | | | | | | | | | | |
| 03. | | | | | | | | | | | | |
| | | | | | | | | | | | | |

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

AMENDMENT OF AGREEMENT
TO
CONTRACT # 00255-2

The Agreement between the State of Oregon, Department of Human Resources,
State Community Services and,

Multnomah County
Department of Human Services
426 SW Stark, 7th. Floor
Portland, Oregon 97204

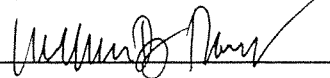
hereinafter referred to as "subgrantee" is amended as follows:

Funds for the State Homeless Assistance Program (SHAP) are reduced in both
Administration and Program allocation as indicated below. The total
contract amount under cost center 831-1-20-25-50-91 is decreased by
\$43,530 from \$510,566 to \$467,036.

| | SCS Program | FFY | Admin | PROGRAM | Contract From | Period To |
|-------------------------|----------------|-----|---------|----------|------------------|--------------|
| Existing Contract Amt. | SHAP | 91 | 51,057 | 459,509 | 7/1/90 | 6/30/91 |
| Change in Contract Amt. | SHAP | 91 | (4,353) | (39,177) | | |
| New Contract Amount | SHAP | 91 | 46,704 | 420,332 | 7/1/90 | 6/30/91 |

This amendment shall be effective from the effective date of the contract or
the condition stated in this amendment. All other provisions of the original
agreement remain in effect.

Agreed:



Community Action Program
Manager


Aging Services Division
Director

Gladys McCoy
Multnomah County Chair

8/17/91

Date

8/23/90

Date

Date

Approved:

State Community Services
Victor Vasquez, Jr. Director

Date

REVIEWED

LAURENCE KRESSEL, County Counsel
for Multnomah County

Contract Manager

Date

Date

SEP 13 1990

Meeting Date: _____

Agenda No.: C-5

(Above space for Clerk's Office Use)

D. Zussy
#3782

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of an Intergovernmental Contract Amendment

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

DEPARTMENT Human Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION Duane Zussy

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: _____

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

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

This amendment increases the Portland Public Schools award \$34,282 to support the ongoing operation of both Infant Toddler Development Centers. These funds are carried over from FY 89-90 and must be used in FY 90-91.

RATIFIED

Multnomah County Board
of Commissioners

9-13-90

(If space is inadequate, please use other side)

SIGNATURES:

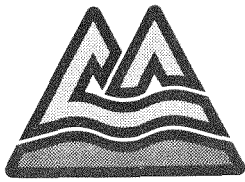
ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Duane Zussy

(All accompanying documents must have required signatures)

Refused Original to
Kathy Tinkle 9-14-90



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy *Duane Zussy*
Director, Department of Human Services

FROM: Gary Smith *GS*
Director, Social Services Division

DATE: August 24, 1990

SUBJECT: Contract Modification with Portland Public School Dist. #1

RETROACTIVE:

Amendments to contracts are not processed until original agreements are completely executed. The complete original agreement from Portland Public Schools was received on July 23, 1990. Because of school district summer vacation schedules we have only now been able to negotiate the plan for use of the \$34,282, which will be submitted in a budget for the total Infant Toddler Development Center operation.

RECOMMENDATION:

Social Services Division recommends Board of County Commissioners approval of amendment #1 to the Portland Public Schools contract, which increases the agreement by a total amount of \$34,282.

ANALYSIS:

Approval for the action leading to this contract amendment took place at the June 28, 1990 session adopting the County budget. The Board of County Commissioners approved the one time only carry-over of unexpended FY 89-90 contract funds. Retention of funds in the program will assure the provision of developmental child care services supporting teen parents currently enrolled in the school district's Teen Parent Program.

BACKGROUND:

The second Infant Toddler Development Center was unable to open until May 1990 due to a series of obstacles in the procuring of appropriate space and bringing it up to code requirements. Current available funding for the Centers is inadequate to cover costs. Welfare Reform, which becomes operational October 1, 1990, is expected to ultimately provide the additional revenue to cover services. However, it is unlikely these funds will be fully realized until the 1991-92 school year.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy
Director, Department of Human Services

FROM: Gary Smith *DWS*
Director, Social Services Division

DATE: August 24, 1990

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CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 101191

Amendment # 1

| CLASS I | CLASS II | CLASS III |
|---|--|---|
| <input type="checkbox"/> Professional Services under \$10,000 | <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue | <input checked="" type="checkbox"/> Intergovernmental Agreement <div style="text-align: center;"> RATIFIED Multnomah County Board of Commissioners <i>C-5 9-13-90</i> </div> |

Contact Person Kathy Tinkle Phone 248-3691 Date 8/24/90

Department Human Services Division Social Bldg/Room 160/6

Description of Contract Increases YS03 Infant Toddler Care \$34,282 for fiscal year 1990-91.

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

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

Contractor Name School District #1
Portland Public Schools
PO Box 3107
 Mailing Address Grants Management
Portland, OR 97208

Phone 249-2000 ext. 220

Employer ID # or SS # 93-6000830

Effective Date July 1, 1990

Termination Date June 30, 1991

Original Contract Amount \$ 107,262.00

Amount of Amendment \$ 34,282.00

Total Amount of Agreement \$ 141,544.00

REQUIRED SIGNATURES:

Department Manager _____

Purchasing Director _____
(Class II Contracts Only)

County Counsel _____

County Chair/Sheriff _____

Payment Term

☐ Lump Sum \$ _____

☒ Monthly \$ Allotment

☐ Other \$ _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

Date _____

Date _____

Date _____

Date _____

| VENDOR CODE | | | | VENDOR NAME | | | | | TOTAL AMOUNT \$ | | |
|-------------|------|--------|--------------|-------------|----------|--------|---------|------------|------------------|-----------|--------------|
| LINE NO. | FUND | AGENCY | ORGANIZATION | SUB ORG | ACTIVITY | OBJECT | SUB OBJ | REPT CATEG | LGFS DESCRIPTION | AMOUNT | INC/ DEC IND |
| 01. | 156 | 010 | 1519 | | YS03 | 6060 | | 1509 | | 34,282.00 | |
| 02. | | | | | | | | | | | |
| 03. | | | | | | | | | | | |

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
CONTRACT AMENDMENT NUMBER 1

DURATION OF AGREEMENT: July 1, 1990 TO: June 30, 1991
CONTRACTOR NAME: School Dist. #1 - Multnomah County TELEPHONE: (503) 249-2000 Ext.220
Grants Management
CONTRACTOR ADDRESS: P. O. Box 3107 I.R.S. NUMBER: 9306000830
Portland, Oregon 97208

This amendment to the contract for social services is made between the Multnomah County Social Services Division referred to as the "COUNTY" and School District #1/Portland Public Schools, referred to as the "CONTRACTOR." It is understood by the parties that all conditions and agreements in the original contract not superseded in this amendment are still in force and apply to this amendment.

| <u>Service Element</u> | <u>SE Code</u> | <u>Fund Source</u> | <u>Current Amount</u> | <u>Change</u> | <u>Revised Amount</u> |
|--|----------------|--------------------|-----------------------|---------------|-----------------------|
| Infant Toddler Care Center I & II (Sept. - June) | YS03 | CGF | \$93,473 | \$34,282 | \$127,755 |
| ITDC/II Summer Care (July - August) | YS03 | CGF | \$ 8,639 | -0- | \$ 8,639 |
| SKIP screenings (preschool) (Sept. - June) | YS03 | CGF | \$ 5,150 | -0- | \$ 5,150 |
| Total | | | \$107,262 | \$ 34,282 | \$141,544 |

AMENDMENT NARRATIVE:

As part of the 6/28/90 adoption of the budget, via Technical Amendment 54B, the unexpended funds resulting from the late start-up of the second Infant Toddler Development site were continued into the 1990-91 contract year. These funds will be utilized to support the ongoing operation of both Infant Toddler Development Center sites. The \$34,282 is available for this contract year only. A budget for operation of the Infant Toddler Development Centers should accompany the signed amendment. This also clarifies the effective date for existing service elements.

In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized officers.

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By _____
Agency Executive Director Date

By Michael Monsey 8.22.90
Program Manager Date

By _____
Agency Board Chairperson Date

By Darryl Smith 8/24/90
Social Services Division Date
Director

By _____
Gladys McCoy Date
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By _____
Date

Meeting Date: SEP 13 1990

Agenda No.: C-6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Amendment to Agreement No. 19696 with City of Portland Water Bureau

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

DEPARTMENT Human Services DIVISION Health

CONTACT Gary Sawyer TELEPHONE x3555

PERSON(S) MAKING PRESENTATION Scott Clement/Duane Zussy

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes or less

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):

The City requires Laboratory Services necessary to meet the monitoring requirements for microbiological contaminants in drinking water as set forth in the Drinking Water Regulations of the U.S. Environmental Protection Agency. Multnomah County's Health Division is a certified microbiology testing facility and has been performing such tests for the city since 1981. This amendment to the existing agreement provides for the City to pay the County 100% of the cost for laboratory services provided by the County. The County will be paid \$61,500 for FY 90/91.

(If space is inadequate, please use other side)

SIGNATURES:

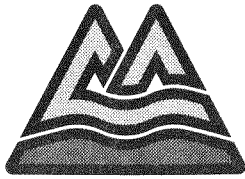
ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Duane Zussy

(All accompanying documents must have required signatures)

RATIFIED
Multnomah County Board
of Commissioners
9-13-90
1990 SEP 13 10 10 AM
RETURNED TO
GARY SAWYER 9-14-90



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy, Director *Duane Zussy*
Department of Human Services

FROM: Billi Odegaard, Director *Billi Odegaard*
Health Division

DATE: August 15, 1990

SUBJECT: Amendment to Intergovernmental Revenue Agreement with Portland
Water Bureau

Retroactive: The County Lab Supervisor forwarded a review copy of the Amended Agreement to the City's Water Quality Engineer during early May 1990. The Amended Agreement was reviewed by both the Water Bureau and the City Attorney's Office and returned July 31, 1990, with various changes. The agreement is an Amendment to existing agreement #19696 between the County and City that became effective August 26, 1981.

Recommendation: The Health Division and the Department of Human Services recommend County Chair approval and Board ratification of this \$61,500 revenue agreement with the City of Portland for the period July 1, 1990 up to and including June 30, 1991.

Analysis: The City requires laboratory services necessary to meet the monitoring requirements for microbiological contaminants in drinking water as set forth in the Drinking Water Regulations of the United States Environmental Protection Agency (EPA). Multnomah County's Health Division Laboratory is a certified water microbiology testing facility that has performed such tests for the Portland Water Bureau for many years. The City is prepared to reimburse the County \$61,500 to be paid in equal quarterly installments of \$15,375 each.

Background

The City-County Consolidation Contract of 1968 obligates the County to perform such services for the City and be compensated for services provided. The City passed ordinance #126782 to authorize the City-County Consolidation Contract and ordinance #151869 to authorize payments for County Laboratory Services beginning in the 1981-82 fiscal year. Prior to FY 90-91 the City and County shared the laboratory costs with each paying 50% of total costs. Beginning with the FY 90-91 fiscal year, the County Board of Commissioners decided that the City would pay 100% of the costs of Laboratory Services provided by the County.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102661Amendment # -

| CLASS I | CLASS II | CLASS III |
|---|---|---|
| <input type="checkbox"/> Professional Services under \$10,000 | <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Revenue | <input checked="" type="checkbox"/> Intergovernmental Agreement <u>Revenue</u> <u>C-6 9-13-90</u> |

Contact Person Herman Brame Phone x2670 Date 8-21-90Department Human Services Division Health Bldg/Room 160/2Description of Contract County will perform approximately 9,000 bacteriologic tests on finished water per year.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF
 Contractor Name City of Portland Water Bureau
 Mailing Address 1120 S.W. 5th Avenue
Portland, Oregon 97204-1926

Phone _____

Employer ID # or SS # N/AEffective Date July 1, 1990Termination Date June 30, 1991

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 61,500**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director (Class II Contracts Only) [Signature]County Counsel [Signature]County Chair/Sheriff [Signature]**Payment Term**☐ Lump Sum \$ _____☐ Monthly \$ _____☒ Other \$ Quarterly payment \$15,000 upon submission of invoice☐ Requirements contract - Requisition required

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Date 8/27/90

Date _____

Date 8.29.90Date 9/13/90

| VENDOR CODE | | | VENDOR NAME | | | | | | TOTAL AMOUNT | | \$ | |
|-------------|------------|------------|--------------|---------|----------|--------|---------|------------|---------------------|-----------------|--------------|--|
| LINE NO. | FUND | AGENCY | ORGANIZATION | SUB ORG | ACTIVITY | OBJECT | SUB OBJ | REPT CATEG | LGFS DESCRIPTION | AMOUNT | INC/ DEC IND | |
| 01. | <u>156</u> | <u>010</u> | <u>0870</u> | | | | | | <u>Rel Cat 4004</u> | <u>\$61,500</u> | | |
| 02. | | | | | | | | | | | | |
| 03. | | | | | | | | | | | | |

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

1. **CLASS I, CLASS II, CLASS III** - Check off appropriate class of contract in one of the three columns on the top of the form.
2. **CONTRACT #** - To be issued by designated person in each Division or call Purchasing to get a number.
3. **AMENDMENT #** - Sequential numbering to original contract as changes are made and approved.
4. **DESCRIPTION OF CONTRACT** - Summary of product purchased or services to be performed. Note if an amendment or extension.
5. **RFP/BID #** - Enter number if contract is a result of RFP/Bid selection process.
6. **DATE RFP/BID** - Enter date of RFP/Bid public opening.
7. **EXEMPTION EXPIRATION DATE** - Enter exemption expiration date from competitive bidding granted by BCC or the Chair.
8. **ORS/AR#** - Refer to Oregon Revised Statutes and/or Administrative Rule #, when applicable.
9. **CONTRACTOR IS MBE, WBE, QRF** - Check appropriate box if contractor is certified as an MBE, WBE, or QRF (Qualified Rehabilitation Facility).
10. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** - Enter current information.
11. **EMPLOYEE ID# OR SS#** - Enter employee federal ID# or Social Security # if contractor is an individual.
12. **EFFECTIVE DATE** - Date stated on contract to begin services.
13. **TERMINATION DATE** - Date stated on contract to terminate services.
14. **ORIGINAL CONTRACT AMOUNT** - Enter amount of original contract.
15. **AMOUNT OF AMENDMENT** - Enter amendment or change order amount only, if applicable.
16. **TOTAL AMOUNT OF AGREEMENT** - Enter original amount of contract. If this is an amendment or change order, please include original amount and amended amount.
17. **PAYMENT TERMS** - Designate payment terms by checking appropriate box and entering dollar amount.
18. **REQUIREMENTS CONTRACT** - Requisition Required - Check this box to note that a purchase order will be issued to initiate payment.
19. **PURCHASE ORDER #** - Enter number of purchase order to be issued. If number is not known, enter "PO will be issued."
20. **REQUIREMENTS NOT TO EXCEED** - List the estimated dollar amount of requirements contracts.
21. **REQUIRED SIGNATURES** - To be completed as approved. Purchasing Director needs to sign all Class II contracts only.
22. **ACCOUNT CODE STRUCTURE** - Enter account code structure for the type of agreement; i.e., expense or revenue.
23. **LGFS DESCRIPTION** - Abbreviated description for Data Entry purposes.
24. **AMOUNT** - If total dollar amount is being split among different account numbers, indicate dollar amounts here.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 101191Amendment # 1

| CLASS I | CLASS II | CLASS III |
|---|--|---|
| <input type="checkbox"/> Professional Services under \$10,000 | <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue | <input checked="" type="checkbox"/> Intergovernmental Agreement |

C-6 9-13-90

Contact Person Kathy Tinkle Phone 248-3691 Date 8/24/90Department Human Services Division Social Bldg/Room 160/6Description of Contract Increases YS03 Infant Toddler Care \$34,282 for fiscal year 1990-91.RFP/BID # N/A-IGA Date of RFP/BID _____ Exemption Exp. Date _____ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name School District #1
Portland Public Schools
Mailing Address PO Box 3107
Grants Management
Portland, OR 97208

Phone 249-2000 ext. 220Employer ID # or SS # 93-6000830Effective Date July 1, 1990Termination Date June 30, 1991Original Contract Amount \$ 107,262.00Amount of Amendment \$ 34,282.00Total Amount of Agreement \$ 141,544.00**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director
(Class II Contracts Only)County Counsel [Signature]County Chair/Sheriff [Signature]**Payment Term**☐ Lump Sum \$ _____☒ Monthly \$ Allotment☐ Other \$ _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Date 8/30/90

Date _____

Date 8-29-90Date 9/13/90

| VENDOR CODE | | | | VENDOR NAME | | | | | TOTAL AMOUNT | | \$ | |
|-------------|------|--------|--------------|-------------|----------|--------|---------|------------|------------------|-----------|--------------|--|
| LINE NO. | FUND | AGENCY | ORGANIZATION | SUB ORG | ACTIVITY | OBJECT | SUB OBJ | REPT CATEG | LGFS DESCRIPTION | AMOUNT | INC/ DEC IND | |
| 01. | 156 | 010 | 1519 | | YS03 | 6060 | | 1509 | | 34,282.00 | | |
| 02. | | | | | | | | | | | | |
| 03. | | | | | | | | | | | | |

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

1. **CLASS I, CLASS II, CLASS III** - Check off appropriate class of contract in one of the three columns on the top of the form.
2. **CONTRACT #** - To be issued by designated person in each Division or call Purchasing to get a number.
3. **AMENDMENT #** - Sequential numbering to original contract as changes are made and approved.
4. **DESCRIPTION OF CONTRACT** - Summary of product purchased or services to be performed. Note if an amendment or extension.
5. **RFP/BID #** - Enter number if contract is a result of RFP/Bid selection process.
6. **DATE RFP/BID** - Enter date of RFP/Bid public opening.
7. **EXEMPTION EXPIRATION DATE** - Enter exemption expiration date from competitive bidding granted by BCC or the Chair.
8. **ORS/AR#** - Refer to Oregon Revised Statutes and/or Administrative Rule #, when applicable.
9. **CONTRACTOR IS MBE, WBE, QRF** - Check appropriate box if contractor is certified as an MBE, WBE, or QRF (Qualified Rehabilitation Facility).
10. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** - Enter current information.
11. **EMPLOYEE ID# OR SS#** - Enter employee federal ID# or Social Security # if contractor is an individual.
12. **EFFECTIVE DATE** - Date stated on contract to begin services.
13. **TERMINATION DATE** - Date stated on contract to terminate services.
14. **ORIGINAL CONTRACT AMOUNT** - Enter amount of original contract.
15. **AMOUNT OF AMENDMENT** - Enter amendment or change order amount only, if applicable.
16. **TOTAL AMOUNT OF AGREEMENT** - Enter original amount of contract. If this is an amendment or change order, please include original amount and amended amount.
17. **PAYMENT TERMS** - Designate payment terms by checking appropriate box and entering dollar amount.
18. **REQUIREMENTS CONTRACT** - Requisition Required - Check this box to note that a purchase order will be issued to initiate payment.
19. **PURCHASE ORDER #** - Enter number of purchase order to be issued. If number is not known, enter "PO will be issued."
20. **REQUIREMENTS NOT TO EXCEED** - List the estimated dollar amount of requirements contracts.
21. **REQUIRED SIGNATURES** - To be completed as approved. Purchasing Director needs to sign all Class II contracts only.
22. **ACCOUNT CODE STRUCTURE** - Enter account code structure for the type of agreement; i.e., expense or revenue.
23. **LGFS DESCRIPTION** - Abbreviated description for Data Entry purposes.
24. **AMOUNT** - If total dollar amount is being split among different account numbers, indicate dollar amounts here.



(See Administrative Procedure #2106)

Contract # 102661

Amendment # -

Contact Person Herman Brame Phone x2670 Date 8-21-90

Department Human Services Division Health Bldg/Room 160/2

Description of Contract County will perform approximately 9,000 bacteriologic tests

on finished water per year.

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

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

Contractor Name City of Portland
Water Bureau

Mailing Address 1120 S.W. 5th Avenue

Portland, Oregon 97204-1926

Phone _____

Employer ID # or SS # N/A

Effective Date July 1, 1990

Termination Date June 30, 1991

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 61,500

REQUIRED SIGNATURES:

Department Manager _____

Purchasing Director _____
(Class II Contracts Only)

County Counsel _____

County Chair/Sheriff _____

Payment Term

☐ Lump Sum \$ _____

☐ Monthly \$_____

☒ Other \$ Quarterly payment \$15,375
 upon submission of invoice

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$_____[illegible]

Amendment to Agreement No. 19696
Between
MULTNOMAH COUNTY
AND
City of Portland Water Bureau

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT No. 19696 is made and entered into this ____ day of _____, 1990, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and the City of Portland Water Bureau, (hereinafter referred to as "CITY"),

WITNESSETH:

WHEREAS, the City of Portland Water Bureau has need for approximately 9,000 bacteriologic tests on finished water per year (7,300 tests by membrane filtration method for enteric organisms and 1,700 bacteriologic tests by aerobic plate count method for enumeration of bacterial counts).

WHEREAS, the Multnomah County Health Division Laboratory is a certified water microbiology testing facility and has performed these tests for many years for the Portland Water Bureau.

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, 1990, to and including June 30, 1991, unless sooner terminated under the provisions hereof. Should the COUNTY and CITY wish to extend the Contract term or adjust the agreed upon compensation the County will notify the CITY by September 30, 1990, and every September 30 thereafter.

2. Services.

COUNTY's services under this Agreement shall consist of the following:

- 1) Testing approximately 7,300 water specimens from CITY for total coliform contamination by membrane filtration method or presence/absence E. coli method;
- 2) Testing approximately 1,700 water specimens from CITY for total bacterial counts by aerobic plate count method;
- 3) COUNTY shall supply sterile "T" bottle for specimen collection;
- 4) COUNTY shall supply request/report forms;
- 5) COUNTY shall furnish CITY with completed test reports in a timely manner; and

6) COUNTY shall call CITY with "presumptive" and "positive" results.

3. Compensation.

A. CITY agrees to pay COUNTY \$61,500 based on the following terms:

1) Payment to be \$15,375 per quarter upon submission of invoice by the COUNTY.

B. CITY 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 CITY in the amounts anticipated, CITY may terminate or reduce Agreement funding accordingly. CITY will notify COUNTY 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 COUNTY.

4. Contractor is Independent Contractor

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

B. CITY shall defend, indemnify, and hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the negligent acts of CITY, 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, indemnify, and hold and save harmless CITY, its officers, agents, and employees from damages arising out of the negligent 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. CITY 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

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

7. Subcontracts and Assignment

CITY shall neither subcontract with others for any of the work prescribed herein, nor assign any of CITY'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 CITY.

8. Access to Records

A. CITY 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 CITY as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. CITY shall permit authorized representatives of COUNTY Health Division 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 CITY. If an Agreement cost is disallowed after reimbursement has occurred, CITY 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. CITY 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. CITY 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, CITY 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. CITY 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 CITY by mail. CITY 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 CITY 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

CITY 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 CITY and services by COUNTY, 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:

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

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

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

4) Upon evidence of CITY'S financial instability which COUNTY deems sufficient to jeopardize customary level and/or quality of service.

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

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

15. Litigation.

A. CITY and COUNTY shall give each other immediate notice in writing of any action or suit filed or any claim made against either party or any subcontractor of which CITY or COUNTY 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.

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

CITY OF PORTLAND

MULTNOMAH COUNTY, OREGON

By _____

By _____

Gladys McCoy
Multnomah County Chair

Name Mike Lindberg

Date _____

Title Commissioner-In-Charge

HEALTH DIVISION

Date _____

By: Billi Odegaard

Billi Odegaard, Director

By _____

Date: 8/13/96

Name Barbara Clark

HEALTH DIVISION

Title: City Auditor

By: _____

Program Manager

Date _____

Date: 8/13/96

APPROVED AS TO FORM

REVIEWED:

City Attorney

LAURENCE B. KRESSEL, County Counsel
for Multnomah County, Oregon

By: _____

Date: _____

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date SEP 13 1990
Agenda No. C-7

REQUEST FOR PLACEMENT ON THE AGENDA
Ratification of Intergovernmental Agreement with
Subject: State Health Division

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Health

CONTACT Jeanne Gould TELEPHONE x2529

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Scott Clement/Duane Zussy

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested. Ratification of a \$161,786 Intergovernmental Agreement with State Health Division whereby State agrees to continue to be responsible for all the research components of County's "Outreach and AIDS Prevention Education to IV Drug Users Research Demonstration Grant" from the National Institute of Drug Abuse (NIDA).

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes maximum

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ GENERAL FUND

OTHER \$161,786 F/S Fund

RATIFIED
Multnomah County Board
of Commissioners

9-13-90

1990 SEP -4 AM 9:15
OREGON JUNI

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *Duane Zussy*

BUDGET / PERSONNEL: _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) *[Signature]*

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

*Returned Originals to
Jeanne Gould 9-14-90.*



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676

BOARD OF COUNTY COMMISSIONERS
GLADYS MCCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy, Director
Department of Human Services

FROM: Bill Odegaard, Director
Health Services Division

DATE: August 15, 1990

SUBJECT: Intergovernmental Agreement With State Health Division

Recommendation: The Health Division and the Department of Human Services Recommend approval of this ~~\$161,796~~ Intergovernmental Agreement with the State Health Division for the period September 1, 1990, to August 31, 1991.

Analysis: The grant award to the County from the National Institute on Drug Abuse (NIDA) has a major research component in it. By this Agreement the State Health Division continues to accept the responsibility for all the research components of the grant (data research and analysis, report preparation, submission of reports to appropriate agencies, technical assistance, and ongoing study quality assurance, etc.).

Background: The Health Division has been awarded a grant from the National Institute on Drug Abuse for the period September 30, 1988 to August 31, 1991 aimed at intravenous drug users, their sexual partners, families, and others at risk of IV drug use. It is a three-year countywide multifaceted AIDS demonstration program. Educational content will vary to address specific cultural needs of different target subgroups. An outcome study will be conducted by the State Health Division to compare three approaches of risk reduction among intravenous drug users.

- a. The first approach emphasizes education about safer sex practices and ways of reducing risk of HIV infection from drug use, and provides information about options (e.g., treatment, avoiding the sharing of needles, and disinfecting needles.)
- b. The second approach includes the educational component used in the first approach, but also provides a series of behaviorally-oriented interventions designed to reduce the risk of HIV infections through sexual or blood contact.
- c. The third approach provides the education used in the first approach, but emphasizes treatment as the preferred intervention and provides easy access to drug treatment services.

Volunteers are randomly assigned to each of the three approaches. Two hundred and forty (240) subjects will be assigned to the Education Emphasis Approach Group, 240 to the Behavioral Emphasis Group, and 240 to the Treatment Emphasis Group.

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract #

MULTNOMAH COUNTY OREGON

Amendment # _____

| CLASS I | CLASS II | CLASS III |
|---|---|--|
| <input type="checkbox"/> Professional Services under \$10,000 | <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue | <input checked="" type="checkbox"/> Intergovernmental Agreement RATIFIED Multnomah County Board of Commissioners <u>C-7 9-13-90</u> |

Contact Person Herman Brame Phone x2670 Date

Department Human Services Division Health Bldg/Room 160/2

Description of Contract State continues to perform the research components of the
Outreach and AIDS Prevention Education to IV Drug Users Research Demonstration Grant
(NIDA Grant)

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

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

Contractor Name State Health Division
(HIV Program)

Mailing Address 1400 S.W. Fifth Avenue

Portland, Oregon 97201

Phone 229-5497

Employer ID # or SS # N/A

Effective Date September 1, 1990

Termination Date August 31, 1994

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 161,786

Payment Term

☐ Lump Sum \$ _____

☒ Monthly \$ 13,482.17
☐ Other \$ Upon submission of invoice

☐ Other \$ upon submission of invoice

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$_____

REQUIRED SIGNATURES:

Department Manager

Date _____

Purchasing Director _____
(Class II Contracts Only)

Date _____

County Counsel _____

Date _____

County Chair/Sheriff _____

Date _____

[illegible]

RESEARCH SERVICES AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of the _____ day of _____, 1990, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon (hereinafter referred to as "COUNTY"), and the State of Oregon acting by and through HEALTH DIVISION (hereinafter referred to as "STATE").

W I T N E S S E T H:

WHEREAS, COUNTY is in receipt of a grant for "Outreach and AIDS Prevention Education to IV Drug Users" from the National Institute on Drug Abuse (NIDA) for the period September 30, 1988 through August 31, 1991; and

WHEREAS, COUNTY's Health Division requires services which STATE is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, STATE is able and prepared to provide such services as COUNTY does require, under the terms and conditions set forth; now, 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 September 1, 1990, to and including August 31, 1991 unless sooner amended or terminated under the provisions in paragraphs 14.

2. Services.

A. STATE's services under this Agreement shall consist of the following:

1. Assume responsibility for all research components of Multnomah County's "Outreach and AIDS Prevention Education to IV Drug Users Research Demonstration Grant." (NIDA Identification #1936002309A7 P2015)

2. In a timely fashion, transmit all data provided by COUNTY or NIDA forms, Outreach Contact and Screener form, AIA, and AFA to the National Institute on Drug Abuse.

3. Provide monthly reports to COUNTY outlining information required by COUNTY for ongoing quality assurance and process evaluation.

4. Provide technical assistance in area of research design and process to COUNTY operations staff.

5. Assist in compilation of all progress reports required by National Institute on Drug Abuse.

6. Represent COUNTY in all negotiations with National Institute on Drug Abuse which involve research components of the Outreach and AIDS Prevention Project including any required out-of-state meetings.

7. Compose in a timely fashion research-related components of the continuation grant application required for third year funding.

3. Compensation.

A. COUNTY agrees to pay STATE a maximum of \$161,786 for the performance of those services provided hereunder, and budgeted on Attachment B, and by this reference made part of this Agreement.

B. STATE will send to COUNTY quarterly expenditure and revenue reports (Attachment A). The first report will be submitted no later than December 31, 1989. The second report will be submitted no later than March 31, 1991. The third report will be submitted no later than June 30, 1991, and the fourth report will be submitted no later than September 30, 1991.

C. COUNTY will advance to STATE \$13,482.17 per month (one-twelfthth of Agreement amount). Final payment will be reconciled to STATE'S actual expenditures identified in the "total" column of the September 30, 1990 expenditure report.

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 ^{indemnify (added to original)} 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 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.

D. COUNTY will send monthly payments to: Manager, Fiscal Services Section, Oregon State Health Division, P.O. Box 231, Portland, Oregon 97207.

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 Division 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. The Agreement's term crosses COUNTY's fiscal year (July 1 through June 30). Therefore, continuation beyond June 30 is dependent upon future funds approval by Multnomah County Board of Commissioners. If approval is not secured, COUNTY will give CONTRACTOR 30 calendar days written notice to terminate this Agreement.

D. 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.

4) Upon evidence of STATE'S financial instability which COUNTY deems sufficient to jeopardize customary level and/or quality of service.

E. 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.

F. 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. Property Management

All capital equipment purchased with federal funds is property of COUNTY and/or the federal government. STATE shall meet the following procedural requirements for all such property:

A. Capital Equipment is defined as an expenditure for an item with a purchase price in excess of \$500 and with a life expectancy greater than one year. It is necessary to itemize all capital equipment by cost and description. If additional space is needed for capital equipment, record the total outlay on Line 3 of the expenditure and report form and attach an addendum to the report.

B. Property records shall be maintained accurately and provide for a description of the property, manufacturer's serial number, acquisition date and cost, and location of the property.

C. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of the property shall be investigated and fully documented.

D. Adequate maintenance procedures shall be implemented to keep the capital equipment in good condition.

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

HEALTH DIVISION

MULTNOMAH COUNTY, OREGON

By _____

By _____

Gladys McCoy
Multnomah County Chair

Date _____

Date _____

Federal I.D. Number

HEALTH DIVISION

By: Billi Odegaard
Billi Odegaard, Director

Date: 8/20/90

HEALTH DIVISION

By: Janne Gaud
Program Manager

Date: 8/16/90

REVIEWED:

LAURENCE B. KRESSEL, County Counsel
for Multnomah County, Oregon

Deputy County Counsel

Date: _____

Meeting Date: SEP 13 1990

Agenda No.: R-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Minority Enterprise Development Week Proclamation

BCC Informal September 11, 1990
(date)

BCC Formal September 13, 1990
(date)

DEPARTMENT DGS

DIVISION DAS

CONTACT Franna Ritz

TELEPHONE 248-5111

PERSON(S) MAKING PRESENTATION Grace Gallegos

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☐ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes

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

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

The Board is requested to proclaim the week of October 8-12, 1990 as Minority Enterprise Development Week.

*Sent 1 original to Franna Ritz
& Copy to Linda Alexander 90-135
9-14-90.*

1990 SEP 13 11:03
CLERK OF THE BOARD
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER *Linda Alexander*

(All accompanying documents must have required signatures)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY, OREGON

In the Matter of Endorsing the Recommendations)
of the Preliminary Design Report for the) R E S O L U T I O N
Hawthorne Bridge Transition Structure) 90-136
_____)

WHEREAS, Multnomah County is responsible for the design and maintenance of six of the bridges that cross the Willamette River; and

WHEREAS, a structural investigation of those bridges showed the need for replacement of the East Approach Transition Structure of the Hawthorne Bridge; and

WHEREAS, the County received federal funding for preliminary engineering for a replacement structure for the east approach; and

WHEREAS, a Technical Advisory Committee and a Citizen's Advisory Committee were established to assist in development and recommendation of the design and construction alternatives; and

WHEREAS, the Preliminary Design Report for the Hawthorne Bridge East Approach Transition Structure identifies the analysis of the alternatives and recommendations of the committees.

THEREFORE BE IT RESOLVED, that the Multnomah County Board of Commissioners approves the recommendations of the Preliminary Design Report for the Hawthorne Bridge Transition Structure.

Adopted this 13th day of September, 1990.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Gladys McCoy
Gladys McCoy, Chair
Board of County Commissioners

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By

John L. DuBay
Deputy
8070V

Date 9-13-90

NAME

Joel Mazur

ADDRESS

15505 N.W. Sullivan Rd

Street

Portland Ore

City

97231

Zip

I wish to speak on Agenda Item #

R-2

Subject

 FOR

X

AGAINST

PLEASE WRITE LEGIBLY!

NAME

Jane Hartline

Date _____

ADDRESS

14745 NW Gillihan Rd

Street

Portland

OR

97231

City

Zip

I wish to speak on Agenda Item #

R 2

Subject

Sawrie Island task force

X

FOR

____ AGAINST

PLEASE WRITE LEGIBLY!

Date 9-13

NAME BERT NEWCOMB

ADDRESS 19305 NW Reeder Rd

Street

Portland OR

City

Zip

I wish to speak on Agenda Item # R-2

Subject

X

FOR

 AGAINST

PLEASE WRITE LEGIBLY!

Date 9-13-90

NAME

JEROME DE GRAAFF

ADDRESS

50350 Cowen

Street

SCAPPPOOSE

City

97056

Zip

I wish to speak on Agenda Item #

R-2

Subject

X FOR

____ AGAINST

STRONG

PLEASE WRITE LEGIBLY!

Meeting Date SEP 13 1990

Agenda No.: R-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Creating a 13-Member Task Force for Sauvie Island

BCC Informal 9/4/90
(date)

9/11/90

BCC Formal 9/6/90
(date)

9/13/90

DEPARTMENT Environmental Services

DIVISION Parks Services

CONTACT Charles Ciecko

TELEPHONE 248-3888

PERSON(S) MAKING PRESENTATION Charles Ciecko

ACTION REQUESTED:

/ / INFORMATIONAL ONLY

/ / POLICY DIRECTION

/X/ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15-20 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):

If approved, this ordinance will create a bi-county (Columbia and Multnomah), 13-member Task Force charged with developing an integrated recreation management plan for Sauvie Island. This is a Board of County Commissioners "Strategic Initiative" with a fiscal impact of \$39,550 in FY 90-91. Additional costs will be incurred in FY 91-92. Total project cost is estimated at \$62,000.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER CC [Signature]

(All accompanying documents must have required signatures)

ORDINANCE FACT SHEET

Ordinance Title: Creation of a 13-member Task Force to develop a bi-county, integrated recreation management plan for Sauvie Island

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).

The purpose of this ordinance is attached and labeled "Issue Statement." This project is a BCC "Strategic Initiative," and a portion of the necessary funding has been appropriated in the FY 90-91 budget.

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

The "Task Force" approach to broad-based, sensitive issues is frequently utilized by a variety of governmental jurisdictions.

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

Task forces are an approach to issue airing and problem solving. This question would be better answered when the task force submits its final report and recommendations.

What is the fiscal impact, if any?

A total of \$39,500 is appropriated for this purpose in FY 90-91. Additional costs will be incurred in FY 91-92. Total project cost has been estimated at \$62,000 (January 1990 dollars).

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Charles Creech

Planning & Budget Division (if fiscal impact): _____

Department Manager/Elected Official: _____

3706V/3262p

ISSUE STATEMENT

Sauvie Island is a unique area adjacent to the State's largest Metropolitan area. The island contains prime agricultural land, various commercial and industrial uses, long stretches of sandy beach, undeveloped open space, lake and river shoreline, rich historical resources, wetlands, woods, wildlife areas and miles of scenic roadways. The Island is under the jurisdiction of two counties, Multnomah and Columbia and has major holdings under State control (i.e., ODFW).

Multnomah County and Columbia County have, through their land use designations, recognized the need to preserve and protect the existing character of the Island as a farming community and wildlife area. However, the large tracts of land in public ownership, the Island's attractive natural features, the miles of scenic roadway and the accessibility of lakes, rivers and sandy beaches have traditionally made Sauvie Island a popular destination for Metropolitan residents in search of recreational opportunities. In recent years, the popularity and usage of the Island for recreation by Metropolitan residents has increased dramatically. Currently, this recreational use of the Island often results in conflicts with the Island resources and residents. Current concerns and issues include:

- Increasing use of narrow roadways by recreational cyclists, "sight-seers", and runners
- Increasing use of the beaches during warm weather months resulting in parking and traffic problems, insufficient sanitary facilities, garbage/litter
- Trespassing on private property and on restricted public lands
- Vandalism and crime
- Crowding at boat launch facilities
- Lack of adequate directional signage
- Lack of a "formal" orientation facility
- Human impacts on wildlife habitat, and historic sites
- Increasing use of Multnomah Channel

As the Metropolitan Area's population continues to grow, the recreation pressures on the Island will increase to the point where its integrity as a viable farm community and wildlife area may be jeopardized unless we act now.

In recognition of this problem the Oregon Department of Fish and Wildlife recently adopted a parking permit system similar to that of a sno-park pass. Cars parked on O.D.F.W. property will be required to have the pass or face ticketing procedures. Revenues derived from the pass will be used for litter control, sanitary facilities, law enforcement, and habitat enhancement on ODFW lands.

As part of Multnomah County's Strategic Planning Process, the Board of County Commissioners recognized the need for a unified recreation plan for Sauvie Island. In order to be effective the plan will need to be done jointly between Multnomah County and Columbia County and in coordination with O.D.F.W., the largest public property owner. The intent of the plan will be to manage recreation and provide education to minimize the impact on the Island, its residents and its resources and at the same time provide a safe, enjoyable recreation experience for the Island visitors.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An Ordinance in the matter of creating a 13-member Task Force to develop a bi-county, integrated recreation management plan for Sauvie Island.

Multnomah County ordains as follows:

Section 1. Findings

1. Sauvie Island is a unique area adjacent to Oregon's largest metropolitan area which contains prime agricultural land, long stretches of beach, undeveloped open space, lake and river shoreline, rich historical resources, wetlands, woods, wildlife resources and miles of scenic roadways.

2. Sauvie Island is primarily under the jurisdictions of Multnomah County, Columbia County, and the Oregon Department of Fish & Wildlife.

3. Through land use planning, Multnomah and Columbia Counties have attempted to preserve and protect the agricultural and wildlife values of Sauvie Island.

4. The many attractive features (Section 1, Finding 1) of the Island create a major attraction for hundreds of thousands of metropolitan residents who seek quality outdoor recreation resources and opportunities close to their homes.

5. Growing recreational use of the Island's roadways and recreational resources has created a variety of conflicts with Island residents and resources. Without proper planning and management strategies, growing pressures on the Island may jeopardize its integrity as a viable farming community and wildlife area.

6. The Oregon Dept. of Fish & Wildlife has developed and partially implemented a commendable plan which addresses Department-owned lands on the Island. However, additional issues need resolution.

7. In order to be effective, management strategies should be cooperatively developed by Multnomah and Columbia Counties with the involvement and input of a variety of agencies and special interest groups.

8. Through strategic planning, and the Comprehensive Land Use Plan, the Board of County Commissioners for Multnomah County has identified the protection and preservation of Island resources and agricultural characteristics as a high priority.

Section 2. Task Force Established

1. A Sauvie Island Task Force is hereby established to develop strategies for the management of recreational use of the Island.

2. The Task Force shall consist of thirteen (13) members who shall be appointed in accordance with the appropriate provisions of the Multnomah and Columbia County Charters as follows:

A. To be appointed by Multnomah County Board of Commissioners:

- 1 County Commissioner - Multnomah County
- 1 Appointee at large
- 1 Representative - Sauvie Island Conservancy
- 1 Representative - West Multnomah Soil & Water Conservation District
- 1 Representative - Oregon Historical Society
- 1 Representative - Sauvie Island Grange
- 1 Representative - West Hills & Island Neighbors

B. To be appointed by Columbia County Board of Commissioners:

- 1 County Commissioner - Columbia County
- 2 Appointees at large
- 1 Representative - Oregon State Parks & Recreation Dept.
- 1 Representative - Oregon Department of Fish & Wildlife
- 1 Representative - Oregon Marine Board

C. At least one member of the Task Force shall be directly and currently involved with a commercial agricultural operation which is located on the Island.

D. At least one member of the Task Force shall be directly and currently involved with a non-agricultural business which is located on the Island.

Section 3. Powers and Duties

1. The Task Force is charged with developing strategies to manage recreation and provide education which will:

- Minimize recreational impacts on the Island, its residents, and its resources; AND
- Provide for a safe, enjoyable, educational recreation experience for Island visitors.

2. In order to accomplish the objectives noted above, the Task Force shall consider the following:

- Increasing use of narrow roadways by recreational cyclists, sight-seers, and runners;
- Increasing use of beaches during warm weather months resulting in parking and traffic problems, insufficient sanitary facilities, garbage, and litter;
- Trespassing on private property and on restricted public lands;
- Vandalism and crime;
- Seasonal crowding at boat launch facilities;
- Lack of adequate directional signage;
- Lack of a "formal" orientation facility;
- Human impacts on wildlife habitat and historic sites; and
- Other issues as the Task Force deems appropriate and are compatible with the Task Force charge as stated in subsection 3.1.

3. The Task Force shall seek public input in the formulation of strategies and provide the public opportunity to comment on proposed strategies.

4. On or before October 31, 1991, the Task Force shall present to the County Commissioners of Multnomah and Columbia Counties, a report detailing recommended strategies. This report shall include general estimates of the costs associated with implementation and suggested methods for funding an implementation program.

Section 4. Term

1. Task Force member terms shall commence on January 1, 1991, and terminate on December 31, 1991.

2. If a Task Force member resigns, then during the interim period before a new appointment is made, six (6) members shall constitute a quorum.

Section 5. Officers

The County Commissioner representing Multnomah County shall act as the Task Force Chairperson. The County Commissioner representing Columbia County shall act as Vice-Chairperson.

Section 6. Quorum and Voting

1. Seven (7) members of the Task Force shall constitute a quorum for the conduct of business, except as provided under Section 4 of this Ordinance.

2. Decisions will be made by a simple majority of those present and voting. However, the final proposed plan must be approved by a simple majority of the entire Task Force.

Section 7. Savings Clause

In the event any subsection, subdivision, phrase, clause, sentence, or word in this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not invalidate the remainder of this ordinance, but shall be confined to the subsection, subdivision, phrase, clause, sentence, or word held invalid or unconstitutional.

ADOPTED this _____ day of _____, 1990,
being the date of its _____ reading before the Board of County
Commissioners of Multnomah County, Oregon.

(SEAL)

By _____
Gladys McCoy, Chair
Multnomah County, Oregon

REVIEWED:

Laurence Kressel, County Counsel
of Multnomah County, Oregon

By _____

3262p
8/03/90

Meeting Date SEP 13 1990

Agenda No.: R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Hawthorne Bridge Transition Structure Preliminary Design Report

BCC Informal _____ BCC Formal September 13, 1990
(date) (date)

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Susie Lahsene TELEPHONE 3636

PERSON(S) MAKING PRESENTATION Rick Kuehn (CH2M Hill), Stan Ghezzi, Susie Lahsene

ACTION REQUESTED:

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

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 minutes

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

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

Resolution adopting construction alternative and recommendation of Preliminary Design Report for the replacement of the Hawthorne Bridge Transition Structure.

*Sent Copy of Resolution
to: Susie Lahsene
Larry Nicholas
Paul Garbrough 9-14-90*

90-136

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER

Paul Garbrough

(All accompanying documents must have required signatures)

3706V/8070V

1990 SEP 13 10 19 AM
CLERK OF COUNTY
OREGON

*R-3 Handout #2
Rick Kuehn
(CH2M Hill)*

**MULTNOMAH COUNTY COMMISSION BRIEFING
HAWTHORNE BRIDGE TRANSITION STRUCTURE
SEPTEMBER 11, 1990**

TAC/CAC COMMITTEES

| | |
|------------|---|
| TAC | City of Portland, Transportation City of Portland, Parks Portland Development Commission Oregon Department of Transportation Federal Highway Administration Tri-Met Metro |
| CAC | Central Eastside Industrial Council Buckman Neighborhood Association Hosford-Abernathy Neighborhood Southeast Uplift Hawthorne Boulevard Business Association Bicycle Advisory Task Force OMSI Brooklyn Action Corps |

Held five TAC, five CAC meetings & one public meeting

ALTERNATIVES CONSIDERED

Basic horizontal and vertical alignment could not change

- 1) All structure
- 2) Water Ave ramp on fill
- 3) Gore & Water Ave ramp on fill
- 4) Hawthorne, gore & Water Ave ramp on fill
- 3) & 4) eliminated because settlement would be unacceptable
- 2) selected by TAC/CAC, but add'l study revealed preloading would be required & that not fit closure schedule & would eliminate cost savings
- 1) is the only feasible alternative

CONSTRUCTION STRATEGY

Complete closure requires 6 months

Staged construction requires 18 months

Complete closure saves \$1 million in construction cost

Effects on delay or volumes on Hawthorne beyond 39th not measureable

Motorist delay caused by stage construction over 18 months is \$4.3 million

Motorist delay caused by complete closure over 6 months is \$2.1 million

Total savings of complete closure is \$3+ million plus shorter impact on Hawthorne businesses

TAC & CAC both voted for complete closure to occur from January through June

DESIGN DETAILS

Travel lanes will be basically the same as existing

Vertical & horizontal alignments must be compatible with ODOT's East Marquam Interchange structures

Bike/pedestrian ramps from bridge to esplanade

Sidewalk will be separated by a concrete barrier

Temporary stairway allows pedestrian & bike use during construction

Area under bridge east of esplanade will be enclosed by wall

Preliminary cost estimate is \$5.0 million

LIGHT RAIL ISSUES

Spending \$315K - \$590K on LRT accommodations now would save \$1.6M - \$2.0M (1990 dollars) at some future date

JPACT authorized feasibility/cost study for retrofitting LRT on Main Spans to assess probability

SCHEDULE

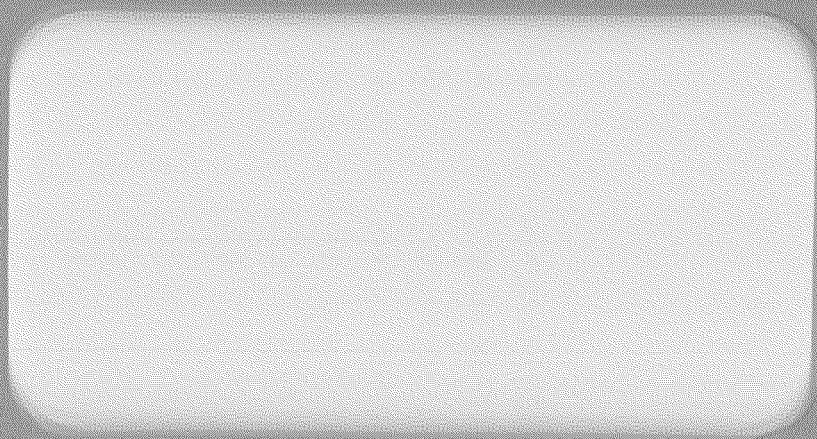
Light rail study will be done early in November

November & December will be used for decision making by JPACT

Final design will begin January 1991 & end May 1991

Project will be ready for contracting Fall 1991

Bridge closure would then occur the first half of 1992



Engineers
Planners
Economists
Scientists

PRELIMINARY DESIGN REPORT

**HAWTHORNE BRIDGE
EAST APPROACH
TRANSITION STRUCTURE**

Submitted to

Multnomah County

August 1990

Prepared by

CH2M HILL

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Section 1

SUMMARY

On the east side of the Willamette River, the Hawthorne Bridge main span is connected to the Hawthorne Boulevard and Madison Street elevated approaches and to Water Avenue by the 600-foot-long transition structure. This transition structure is beyond its useful service life and must be rebuilt in the near future to avoid extensive maintenance expenditures.

The purpose of this project was to develop and analyze alternatives, select an alternative, and prepare final plans and specifications for the preferred alternative. A public involvement program was developed and, through that program, goals and objectives were established. Details of those goals and objectives are provided in following sections of this report.

Because of design constraints that will be discussed later, the vertical and horizontal alignments and generally the number of lanes for the alternatives needed to be nearly the same as the existing transition structure. Design standards must comply with those set by the American Association of State Highway and Transportation Officials (AASHTO). Within these parameters, four alternatives were developed. The difference in the alternatives was the extent the new roadway would be supported by structure and be supported by a contained earth fill. Briefly, the alternatives were:

1. All of the project would be built on structure.
2. The Water Avenue ramp would be built on a contained fill. The rest of the project would be structure.
3. The area where Hawthorne, Water, and Madison join would be built on a contained fill. The rest of the project would be structure.
4. In addition to the fill areas of Alternatives 2 and 3, the Hawthorne leg would also be built on earth fill. The Madison approach and two spans (156 feet) connecting to the main span would be structure.

Settlement problems anticipated with high, contained fills forced the elimination of Alternatives 3 and 4. Alternative 2 was recommended by the Technical Advisory Committee and the Citizens Advisory Committee because of a slightly lower cost than Alternative 1 and because the earth fill would lend itself fairly easily to a Light Rail Transit (LRT) conversion on the Water Avenue ramp. A later chapter in this report will deal with the LRT issues. Further analysis has shown that the Water Avenue ramp fill would cause unacceptable settlement unless a preloading technique were used.

Preloading would negate the cost savings and could not be constructed within the same 6-month period as the structural option, making Alternative 1 the only acceptable option.

Much of the discussion of the committees during the alternatives analysis centered on the question of whether to close the bridge entirely during construction or perform the work while keeping the bridge open to staged traffic. If the bridge were completely closed, it could be reopened to traffic in six months. The staged construction would take 18 months to complete. The complete closure saves approximately \$1 million in construction cost and \$2 million in motorist delay cost. The option to close the bridge entirely to vehicular traffic during construction was recommended by the committees.

A project schedule has been developed that assumes closure of the bridge for 6 months. The closure would occur between February and August of the construction year. The construction year will be determined by the availability of funds and the need to avoid conflicts with Oregon Department of Transportation (ODOT) reconstruction projects on Interstate 5.

The preliminary project estimate is \$5 million. The Hawthorne Bridge transition structure is eligible and has been approved for replacement with Federal Highway Bridge Replacement Funds.

Section 2 INTRODUCTION

The following report is a summary of the public involvement and preliminary design phase for the replacement of the transition structure of the east approach to the Hawthorne Bridge. The Hawthorne Bridge is one of six Willamette River crossings within the City of Portland that is owned and maintained by Multnomah County.

The purpose of the project is to design a replacement for the existing timber transition structure. The timber transition structure provides the connection between the Hawthorne Bridge river spans, Water Avenue, and the Hawthorne Boulevard and Madison Street elevated viaducts on the east side of the river.

The transition structure was rebuilt in 1956 as part of the reconstruction of the east approaches to the Hawthorne Bridge. The transition structure was constructed as a timber-concrete composite superstructure with timber substructure. This portion of the east approaches was considered to be a temporary structure because of the uncertainty of the future location of Interstate 5.

The transition structure has outlived its anticipated lifespan. Multnomah County has found it necessary to expend increasing resources just to keep the structure in service. A further commitment of resources is not cost-effective and the transition structure needs to be replaced in the immediate future.

The impacts of this construction project do not require an environmental impact statement; therefore, a formal public information program was not mandatory. Multnomah County opted to conduct a public/agency involvement program for several reasons:

- The Hawthorne Bridge is an important regional link in the transportation system.
- The operation of the bridge affects the economic well being of the east-side and downtown.
- The east bank of the Willamette River in this vicinity is the site of redevelopment with the construction of OMSI and the City of Portland's esplanade.

Section 3

GOALS AND OBJECTIVES

The Citizens and Technical Advisory Committees for the project developed a list of project goals and objectives. The goals and the proposed response to each goal are:

Goal 1 Provide an adequate replacement structure

- Response: The proposed replacement structure will serve both present and planned future transportation needs at the lowest first cost and life-cycle cost. It will increase load carrying capacity and will provide enhanced safety features.

Goal 2 Provide a design that best addresses the issues:

- Objective: Address access needs
 - East-west arterial traffic
 - Local access via Water Avenue
 - Light rail access
 - Pedestrian and bicycle access

Response: The existing east-west arterial traffic patterns and the access to Water Avenue will be maintained.

Provision for light rail on the transition structure has been identified. The impact of light rail on the river spans will be studied to determine its effect.

Provision will be made for safety improvements for pedestrians and bicycles. Access to the future Willamette Greenway will be provided.

- Objective: Address visual and aesthetic issues

Response: The preliminary plans for the replacement structure have been reviewed and four basic aesthetic guidelines developed. Those guidelines for consideration during final design covered the issues of:

- View
- Historical context

- Public security
- Relationship to future development

- Objective: Address traffic impacts during construction

Response: It was determined that traffic and east side business would suffer the least impact and that lower project costs would result from a total closure of the bridge for 6 months. A concurrent project on the river spans can also be done during that closure period.

- Objective: Maximize constructibility

Response: The closure of the bridge for 6 months will lower construction costs and improve construction quality.

Goal 3 Minimize the annualized costs of the replacement structure

- Objective: Balance maintenance vs. capital costs

Response: It is no longer cost-effective to maintain the existing timber transition structure. The proposed concrete replacement structure has the lowest first and life cycle cost.

Goal 4 Maintain the established design schedule in order to maximize funding potential

- Response: The project is on schedule for completion to allow possible access to anticipated 1992 federal highway bridge replacement funds; however, the issue of accommodating Light Rail Transit (LRT) has delayed the completion of final design to May 15, 1991, with the potential for further delay.

Section 4

PUBLIC/AGENCY INVOLVEMENT

This project was designed with the public/agency involvement as an important element. Figure 4.1 outlines the phases and individual activities as they were envisioned at the beginning of the project. The rest of this section will describe the Public/Agency Involvement Program in detail, which generally followed this flow diagram. This report is the final deliverable for Phase I.

ADVISORY COMMITTEE MEETINGS

Invitations were extended to representatives of relevant and interested agencies for participation on the Technical Advisory Committee. Seven members were recruited who primarily represented agencies concerned with transportation issues. TAC members were:

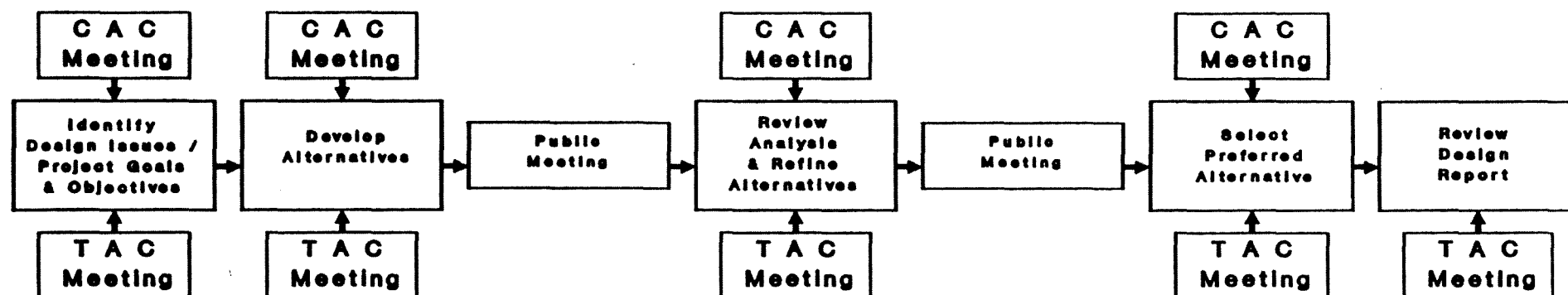
| | |
|----------------|-------------------------------------|
| John Gillam | City of Portland-Transportation |
| Zari Santner | City of Portland-Parks |
| Ken Swan | Portland Development Commission |
| Ted Keasy | Oregon Department of Transportation |
| Bill Kappus | Federal Highway Administration |
| John Griffiths | Tri-Met |
| Andy Cotugno | Metro |

Membership on the Citizens Advisory Committee was solicited from representatives of neighborhood associations, business associations, and civic interest groups. CAC members included:

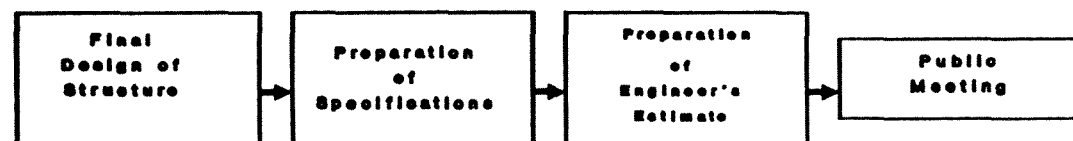
| | |
|------------------|--|
| Robert Rogers | Central Eastside Industrial Council |
| Sherman Coventry | Buckman Neighborhood Association |
| John Wiley | Hosford-Abernathy Neighborhood |
| Bob Elliot | Southeast Uplift |
| Janet Holtzman | Hawthorne Boulevard Business Association |
| Randi Wexler | Bicycle Advisory Task Force |
| Dean Ivey | OMSI |
| Doug Klotz | Brooklyn Action Corps |

Hawthorne Bridge Transition Structure Replacement Project

Phase I *PRE-DESIGN*



Phase II *FINAL DESIGN*



Phase III *CONSTRUCTION*

The project team that worked with these committees included:

| | |
|-----------------|------------------------|
| Stan Ghezzi | Multnomah County |
| Susie Lahsene | Multnomah County |
| Rick Kuehn | CH2M HILL |
| Walt Hart | CH2M HILL |
| Neil Handyside | CH2M HILL |
| Dennis Trefren | CH2M HILL |
| Jill Bensen | CH2M HILL |
| Susan Oman | Oman/Jerrick |
| Wayne Kittelson | Kittelson & Associates |
| Boyd Davison | Jade Consultants |
| Max DeRungs | ZGF Partnership |

Minutes of each group's meetings were routed to all members of the TAC and CAC, in addition to County staff and project team members.

Five TAC and CAC meetings were held.

- The first meeting was an orientation session to review the purpose and scope of the project and identify potential design concerns and issues. A draft outline of goals and objectives for the project was presented and then discussed and revised by the TAC and CAC. At the request of the CAC members a field trip was held after the first meeting. Multnomah County staff conducted a walking tour of the transition structure and the surrounding area.
- The second meeting reviewed the proposed schedule and project funding and the revised goals and objectives. Four design alternatives were presented and a criteria matrix for evaluating the alternatives was reviewed. Potential conflicts with ODOT projects were discussed and preliminary staging plans for construction were presented.
- The third meeting included presentation of geotechnical and slope stability data, structure demolition, information and staged construction plans.
- The fourth meeting outlined information on pedestrian/bicycle facilities and access, project cost estimates, LRT cost analysis, and traffic impacts and analysis.

- The last meeting included additional information on traffic analysis and impacts, and presentation of the LRT cost analysis information. Multnomah County staff outlined potential public information strategies to be pursued during the construction phase of the project. These strategies are discussed in a memorandum located in the appendix.

Committee members were asked to make a recommendation for a preferred alternative at the end of the meeting. The TAC recommended that the transition structure be constructed with the Water Avenue ramp on fill, under a total closure scenario. The CAC added the following provisions to the same recommendations:

- Closure should occur between January and June. (This has been modified to occur between February and July.)
- Liquidated damages should be assessed to limit closure to a 6-month period.
- Phase II work on the mainspan should be completed during the same period.
- Access from Water Avenue should be provided at either the Hawthorne or Morrison Bridges during construction (coordinated with ODOT).

An additional TAC meeting will be held to present the draft design report and solicit comments from the members prior to final publication.

GENERAL PUBLIC

A project mailing list was developed to include property owners near the transition structure site, business and civic organizations, environmental and public interest groups, neighborhood associations, and interested citizens. The list included approximately 421 names.

Notices were sent to newsletters of neighborhood associations, interested civic and business organizations, and *The Oregonian* newspaper. The CAC meetings were open to the public and were organized to provide a forum for questions and comments from the audience.

A public meeting was held after the second round of CAC and TAC meetings. This meeting presented information on the purpose and scope of the project, the goals and objectives as adopted by the advisory committees, and some of the preliminary field data. Two meetings were initially proposed; however, because of poor attendance at

the first one, the second meeting was canceled and an additional CAC meeting was scheduled in its place.

Multnomah County staff and project team members were available for informal presentations to interested organizations. Two presentations were arranged during the course of the predesign phase; for the Central Eastside Lions Club, and for board members of the Hawthorne Boulevard Business Association. The following information was sent to the people on the general distribution mailing list during the project:

- An introductory fact sheet at the beginning of the project
- Notification of five CAC meetings
- Notification of a general public meeting

The presentation of the predesign report and staff's recommendation to the Board of County Commissioners will also provide an opportunity for public comment.

Section 5

ALTERNATIVES

CONSTRAINTS

There are a number of constraints to the selection of span lengths, type of structure, alignments, and other design elements. These are discussed below.

1. **Connecting Link:** The transition structure connects to the main span and the Hawthorne and Madison approaches. The horizontal and vertical alignments must be compatible at those connections and the capacity must be compatible with the rest of the Hawthorne Bridge.
2. **Clearance Under and Over the Structure:** The vertical alignment of the transition structure is on a sag vertical curve with the low point approximately 120 feet east of the river pier. It is anticipated that the greenway access under the structure will have to be at approximately Elevation 26. The present ground level is at Elevation 30 to 32. Minimum overhead clearance must be maintained to the future onramp to I-5 from Grand Avenue.
3. **Water Avenue Access:** Access between the Hawthorne Bridge and Water Avenue must be maintained.
4. **Willamette Greenway:** The transition structure lies within the Willamette Greenway. The City of Portland has plans for future developments within the Greenway. Access under the structure for the future Greenway must be provided. The visual qualities of the new construction must be compatible with intensified Greenway usage. The esplanade will not be built as part of this project.
5. **Security:** Both the TAC and CAC recognized a problem with transient use of the area under the existing structure. With the changes in use patterns in the area, it was requested that discouraging transient use be a consideration in the new design.
6. **Bike Path:** The Hawthorne Bridge is a designated bikeway on the bikeway master plan for the City of Portland. One of the identified goals of the project was to improve bicycle and pedestrian safety on the structure and to provide access from the structure to the Greenway.

7. **Ground Surface Usage:** The Multnomah County Bridge shops are located at surface level in the area between the Madison and Water Avenue ramps. The County is in need of outside storage. They requested that consideration be given in the design to the use of the surface area under the bridge for storage.
8. **Other Construction:** ODOT has a multistage project planned for reconstruction of the East Marquam Interchange and connecting ramps. Several of the future columns for the ODOT project are in potential conflict with the transition structure reconstruction.
9. **Light Rail Transit:** The Hawthorne Bridge may be an option for crossing the Willamette River for a future Milwaukie LRT line. This possibility needs to be a consideration when evaluating alternatives for the transition structure.

ALTERNATIVES CONSIDERED

As stated earlier, the roadway width, horizontal alignment, and vertical profile of the new structure must be approximately the same as the existing transition structure. Access to Water Avenue must be maintained and the most feasible way of doing that is in a configuration similar to the existing structure. However, a basic investigation of additional ramps to carry these movements was conducted. The facilities for pedestrians and bicycles must be maintained. A later section will discuss improvements to these facilities, but those improvements are consistent among the alternatives and are not factors in choosing between the alternatives. Bicycle/pedestrian ramps will be provided from the bridge deck to the ground level, but again, the same design is used for all of the alternatives.

The difference between the alternatives is in the portions of the roadway that would be supported by structure or contained earth fill. The Madison Street approach must be supported by a structure to provide access to Multnomah County's bridge maintenance facility which is located between the Madison approach and the Water Avenue ramp, and to provide storage area for that same facility. It was also required that the westerly 150 feet of the transition roadway be supported by structure to allow Greenway access along the Willamette River.

Alternatives

This subsection describes all of the alternatives that were investigated during this study. Later sections will describe why various alternatives proved to be unworkable.

Alternative 1 is supported fully by structure (Figure 5.1). The spans are 75 to 80 feet. Early cost estimates were \$4.9 million if it is built under total closure and \$5.9 million if it is built under staged construction.

Alternative 2 provides an earth fill for the Water Avenue ramp with the rest of the roadway supported by structure (Figure 5.2). Early cost estimates were \$4.7 million if it is built under total closure and \$5.5 million if it is built under staged construction.

Alternative 3 provides an earth fill just in the area where the Madison, Hawthorne, and Water Avenue ramps all come together (Figure 5.3). That fill would be approximately 15 feet high. Early cost estimates were \$3.9 million if it is built under total closure and \$4.7 million if it is built under staged construction.

Alternative 4 provides earth fill in the areas included in Alternatives 2 and 3 and adds the Hawthorne approach (Figure 5.4). The fill to support the Hawthorne approach would be approximately 35 feet high. Early cost estimates were \$3.6 million if it is built under total closure and \$4.2 million if it is built under staged construction.

Construction Phasing

Of equal importance is the question of whether to close the bridge entirely during construction or rebuild the project in stages while it is still carrying traffic. The construction cost differences, impacts to access, and differences in motorist cost are discussed in detail in the Analysis section of this report.

ALTERNATIVE 1

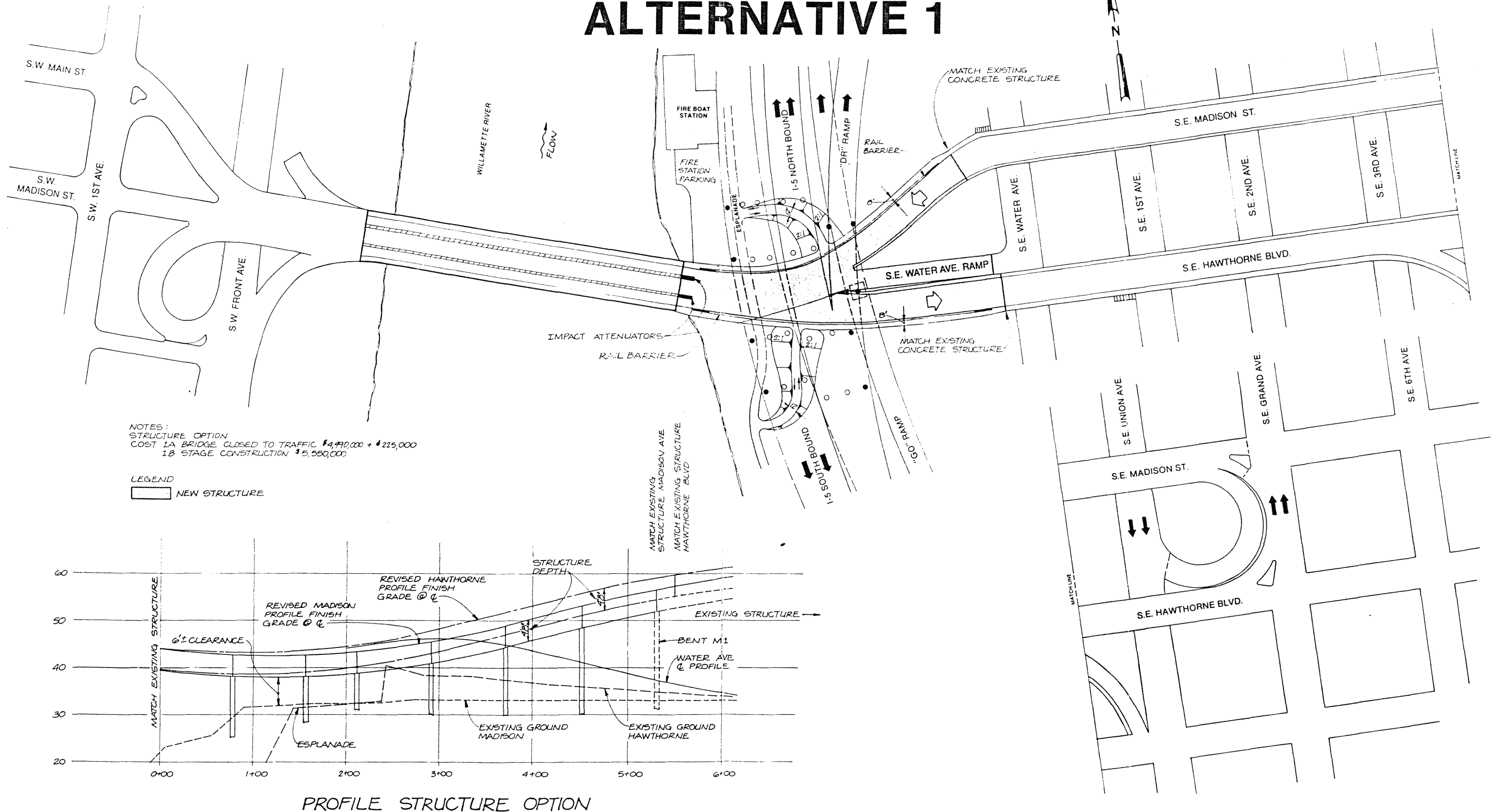


Figure 5.1

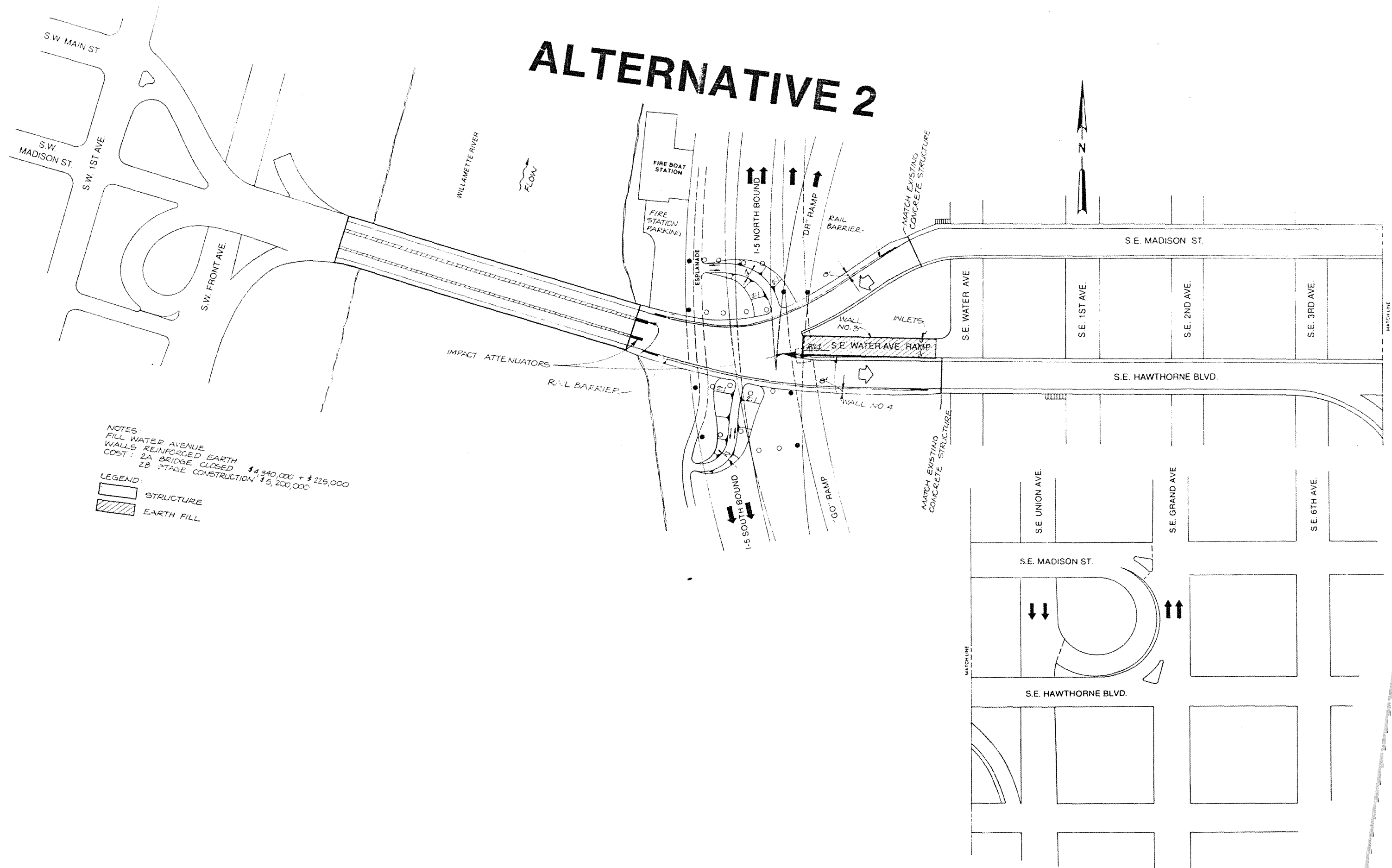


Figure 5.2

ALTERNATIVE 3

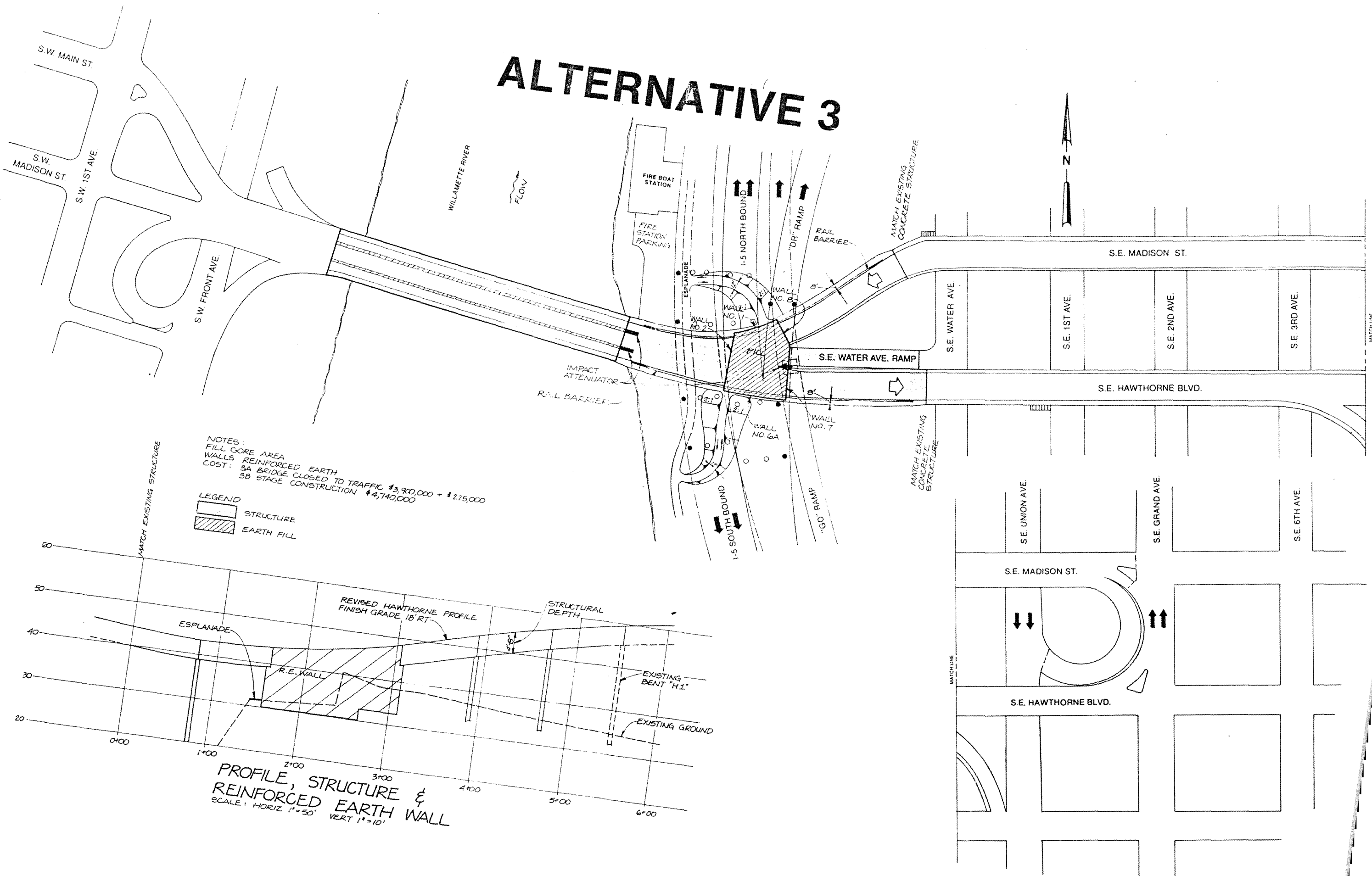
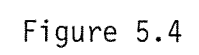


Figure 5.2

AN



Section 6 ANALYSIS

LOCATION SURVEY

The location survey was referenced horizontally to ODOT photo control survey points "DR" and "UO," which are referenced to the Oregon State Plane Coordinate System, North Zone. The values used for these points are: "DR" Station 439+86.40 PCC, northing equals 1,444,766.882, easting equals 680,590.831 and "UO" Station 448+89.49 PT northing equals 1,445,095,094.120, easting equals 679,795.828. "DR" is identified as a masonry nail in the concrete sidewalk on the south side of S.E. Madison 1.74 feet south of the curb line at I-5 station 439+86.40 PCC. "UO" is identified as a P.K. nail set in concrete with a yellow painted circle at I-5 Station 448+89.49 PT. Topographic features were located from random traverse that had a closure accuracy of 1:123,700 units after an adjustment of 0°0' 2.6" per angle was performed.

City of Portland datum and Benchmark Nos. 1818 and 1800 were used for vertical control. Benchmark No. 1818 is identified as a brass cap in the top of curb at the northeast corner of the intersection of S.E. Grand Avenue and S.E. Taylor at an elevation of 53.408 feet. Benchmark No. 1800 is identified as a brass cap in top of concrete wall 90 feet north of S.E. Grand Avenue at an elevation of 64.690 feet. Differential levels were ran to transfer elevations from the benchmarks to the random traverse points and temporary benchmarks that were set near the mapping area. The level run had a closure error of 0.00 foot.

HORIZONTAL ALIGNMENT

The Hawthorne Bridge Project replaces the temporary transition portion of the existing structure. The replacement structure must connect to the permanent structure on each end, thus limiting any significant changes in horizontal alignment. Minor adjustments were necessary to reduce the impacts to proposed columns for the ODOT's "East Marquam Interchange Ramps" Project. ODOT's project places new columns within the Hawthorne Bridge widening.

To avoid impacting ODOT's proposed column for the "DR" ramp adjacent to the south side of the Hawthorne ramp, the radius of the center line curve was changed from its current length of 800 feet to a length of 1,200 feet. This change allowed the outside of the structure to miss the proposed column by about 5 feet. To also avoid impacting the gore between Water Avenue and Hawthorne ramps, the overall width of the structure was reduced from 40 feet to 34.33 feet. This reduced width occurs in the transition area where the road is widening from two lanes to three lanes and should not affect the overall traffic flow.

To avoid impacting ODOT's proposed column for the widening of the south bound lanes of I-5 adjacent to the north side of the Madison ramp, the curb line for Madison was modified by reducing the radius from a length of 398 feet to a length of 380 feet. This change will allow the widening of the sidewalk to clear the proposed structure by about 0.5 foot. To retain as much of the original roadway width as possible, the center line radius was changed from a length of 418 feet to a length of 400 feet, thus providing a minimum roadway width of 37.41 feet.

VERTICAL ALIGNMENT

The vertical alignment, like the horizontal alignment, must connect to the existing structure on each end, thus limiting the amount of adjusting possible. However, some vertical adjustment was needed to provide adequate clearance below ODOT's future I-5 ramps.

ODOT's East Marquam Project will construct two levels of ramps directly above the Hawthorne Bridge. The top level is the "DR" offramp, the second level is the "GO" onramp. The "DR" ramp is controlled vertically by its proximity to the existing I-5 structure and cannot be adjusted, the "GO" ramp is then controlled by the clearance below the "DR" ramp. Using ODOT's design profile for the "GO" ramp and the 7-foot structural depth needed for the span length designed, the clearance to the Hawthorne Bridge would be about 13.01 feet, which is less than the 16.0-foot minimum requirement set forth by federal guidelines.

Two adjustments were made to provide an acceptable vertical clearance above the Hawthorne structures:

- ODOT added a column to the "GO" structure to reduce the span length thus reducing the structural depth of the beams. The added column will be placed in the gore area between Water Avenue and Hawthorne ramps.
- The profiles for Hawthorne and Madison ramps were lowered approximately 1 foot in elevation to gain the rest of the needed clearance.

The result of the changes in the design provided a vertical clearance under the "GO" ramp to the surface of the Hawthorne ramp of about 16.38 feet at the critical point.

In order for LRT and truck traffic to share the same alignment, the clearance from the roadway to the overhead power wire must be 18.0 feet. On the Water Avenue ramp eastbound lane, the clearance to the overhead wire would be approximately 17.65 feet, assuming that the brackets hold the wire 6 inches from the overhead structure. This issue will be addressed during final design and, if necessary, the profile of the Water Avenue ramp can be lowered slightly.

DRAINAGE

Existing Drainage

Drainage facilities in the vicinity of the Hawthorne Bridge transition structure consist of street inlets; underground storm drains, combined sewers, manholes, and diversion structures; downdrains from the transition structure and from freeway bridge approach ramps; and river outfalls.

Existing storm drains and appurtenances, with pipe sizes and materials, if known, are shown in Figure 6.1. References (A, B, etc.) are for purposes of this report only, and are not official designations. Other underground utilities, not shown on this map (see separate report, Existing Utilities), include sanitary sewers, gas mains, telephone and electric conduits, fire alarm cable, and abandoned street railway tracks. Abandoned pipes are not shown.

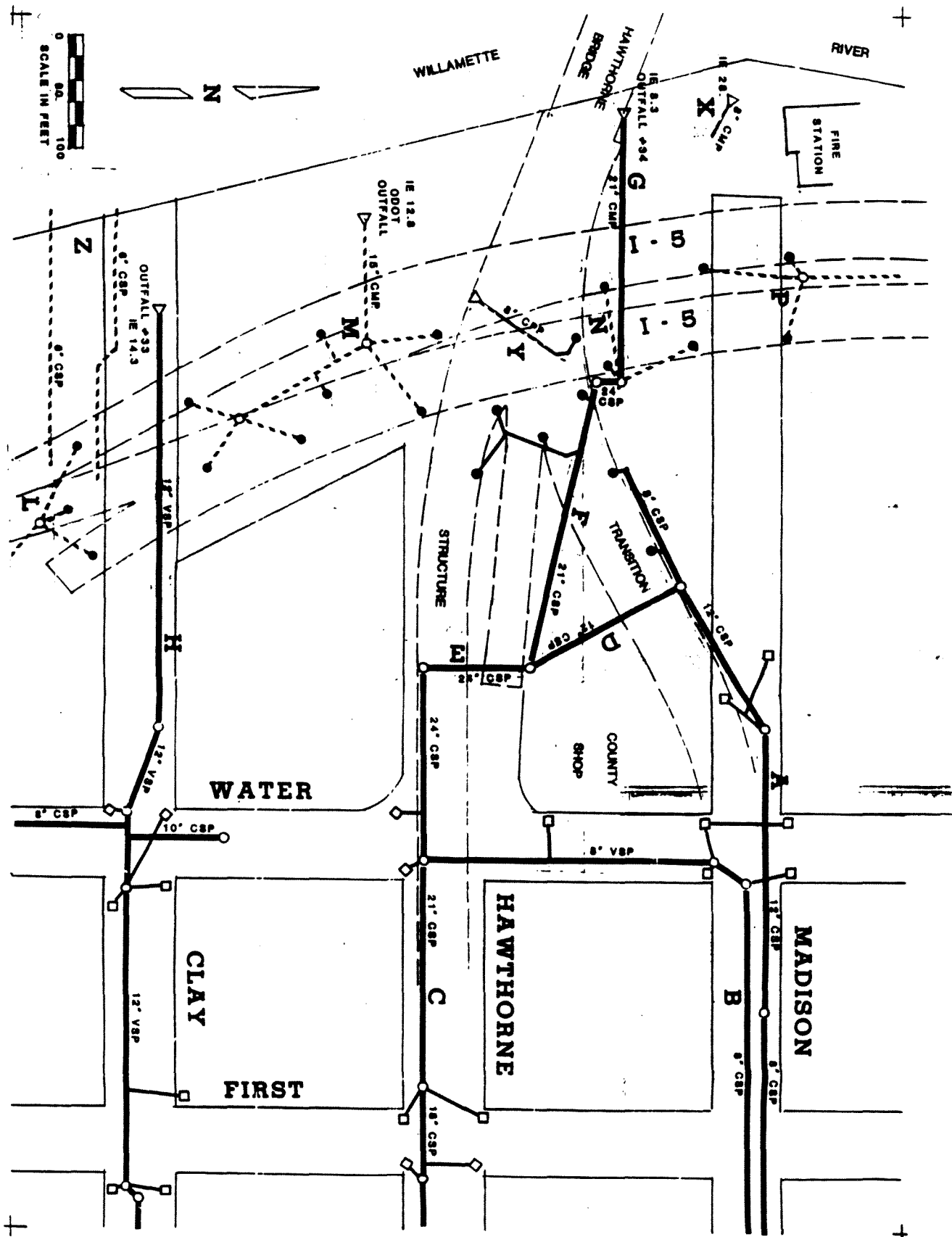
The study area is the land lying below the transition structure and land on which reconstruction may have a direct impact. For purposes of this report, the study area is defined as bounded by S.E. Madison Street, S.E. Clay Street, S.E. Water Avenue, and the Willamette River.

The area is part of a large industrial zone, virtually all paved or occupied by warehouses and similar buildings. The land within the study area is occupied by a transfer company, the Multnomah County shop, and a large parking lot. The river bank is covered with riprap, with no commercial development except at the foot of Madison Street, where the Portland Bureau of Fire maintains a fire boat station.

Until construction methods are established, impacts on existing drainage cannot be stated. For example, if reinforced earth construction is selected, access to storm drains A and F would be covered.

The possibility of pipe failure from the increased stress of earth loadings must be investigated in the preliminary design. Existing cover on pipes in Madison Street is 7 to 8 feet; on pipes in Hawthorne Boulevard cover varies from 12 to 16 feet. There is no indication that existing pipes are reinforced.

The Bureau of Parks plans to incorporate construction of an esplanade, or parkway, into transition structure replacement. Changes in topography may require modifications or additions to existing storm drainage. If the river bank, whose height is more than 20 feet above normal river water surface, is improved, outfalls will be affected. Column placement for the new transition structure might require relocation of existing pipes. In addition, ODOT is proposing new freeway ramps that will cross the study area; excavation for ramp column footings will likely impinge on line F. Existing



**MULTNOMAH COUNTY
HAWTHORNE BRIDGE
TRANSITION STRUCTURE PROJECT**

EXISTING STORM DRAINAGE Figure 6.1

overhead structures (transition structure and I-5 freeway) are outlined with dashed lines in Figure 6.1.

Existing Facilities

City of Portland. Storm drains A through H (Figure 6.1) are under the jurisdiction of the City of Portland. All flow is westerly to the Willamette River. None of the storm drains shown extends further east than Union Avenue.

Storm drain A was constructed to accommodate drainage from the Hawthorne Bridge/Madison Avenue ramp (easterly extension of the transition structure). On the transition structure itself, inlets and downdrains at the low point convey stormwater into storm drains A and F. At D, an addition to the Multnomah County shop building has implicitly changed jurisdiction of this line to the County.

Lines C and H, on Clay and Hawthorne, are combined sewers, carrying both stormwater and sanitary sewage. There are diversion manholes at the intersections of Second Avenue; during high storm runoff, some of the combined storm and sanitary sewage is diverted to the river.

All of the City of Portland storm and combined sewers on Madison and Hawthorne discharge to the Willamette River through Outfall No. 34 (City designation). This outfall is at Elevation 8.3. The combined sewer on Clay discharges to Outfall No. 33, at Elevation 14.3.

Outfall No. 34 (Line G) is a mitered, flush corrugated metal pipe outlet. Riprap and river debris have fallen into the outlet, but it is functional.

Oregon Department of Transportation (ODOT). The northbound and southbound Marquam Bridge ramps of the I-5 Freeway, which pass over the Hawthorne Bridge transition structure in the study area, are drained through 8-inch steel downdrains attached to ramp support columns. Because the freeway is superelevated, there are inlets and downdrains only on the east side of each ramp.

Discharge is conveyed to manholes and then to outfalls in the Willamette River in systems separate from those of the City of Portland. ODOT drainage systems are shown as L through P in Figure 6.1. At M, the outfall is a cantilevered, corrugated metal pipe. Downdrains are attached to freeway support columns.

Others. In addition to the municipal and state drainage systems described above, site inspection revealed the existence of storm drains apparently constructed without permit. At X (Figure 6.1) there is an 8-inch corrugated metal pipe cantilevered from the river bank near its top; it drains a parking lot through a hole in the parking lot curb.

At Y, there is an 8-inch flexible, corrugated, plastic pipe that exits from shallow burial and lies on the river bank under the bridge. It appears to drain one down drain on the transition structure.

Storm drains X and Y do not conform to City standards, and Line Y (lying on the surface) appears to have been intended to be temporary.

Two private 6-inch storm drains at Z, just south of Clay Street, are probably not affected by any transition structure work. They were constructed before permits were required and are legal.

Criteria for Future Construction

Design Criteria. In design of new storm drains, or modification or replacement of existing City of Portland storm drains, the City requires that the Rational formula ($Q = CiA$) be employed; drainage areas for existing lines are all less than 12 acres, well within the limits of accuracy for this formula.

The design form is to be of 25-year frequency (NOAA data). For inlets at low points, as on the transition structure, 50-year frequency should be used.

The coefficient of runoff (C) shall be 0.9 maximum, even for the impervious surface of the structure. In practice, $C = 0.9$ for the entire project area as it now exists. On an esplanade or other significant landscaped areas, lesser values of C will be appropriate.

The intensity (i) of runoff is a function of time of concentration. Values of i may be taken from City of Portland charts based on NOAA data. For a time of concentration of 5 minutes (the minimum time to be used), $i = 3.32$ in/hr (25-year storm).

In pipe design, the City of Portland uses the value 0.013 for coefficient of roughness (n). Pipe slopes should be sufficient to provide a velocity of 3 ft/sec when flowing full.

Requirements Before Construction. During design of new or modified existing drainage facilities, there shall be thorough coordination with the City of Portland Department of Environmental Services. In addition to review of calculations, the City will want to investigate the benefits of incorporating other City projects, if any, with the transition structure work.

If new riverbank outfalls are added or existing outfalls modified, the following permits must be obtained:

- U.S. Army Corps of Engineers, for any work within the high water lines of the Willamette River

- Oregon Division of State Lands, for any work involving excavation
- Oregon Department of Transportation, for any work within the I-5 right-of-way

The City of Portland requests that, before construction begins, all existing storm drains that will receive stormwater from the transition structure project must be internally inspected by television. This will be done by the contractor as part of the project unless ODOT performs this inspection as part of its project.

During project construction, the contractor must maintain access to all City storm drains and sanitary sewers. This requirement will be a factor during design, in that it may limit construction methods.

UTILITIES

Description

Existing public utilities that may be affected by replacement of the Hawthorne Bridge transition structure are shown in Figures 6.2 through 6.5. A listing of public utilities, and the agencies having jurisdiction follows in Table 6.1.

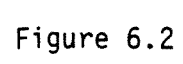
Storm drainage is not addressed in this subsection. See separate report entitled Existing Drainage.

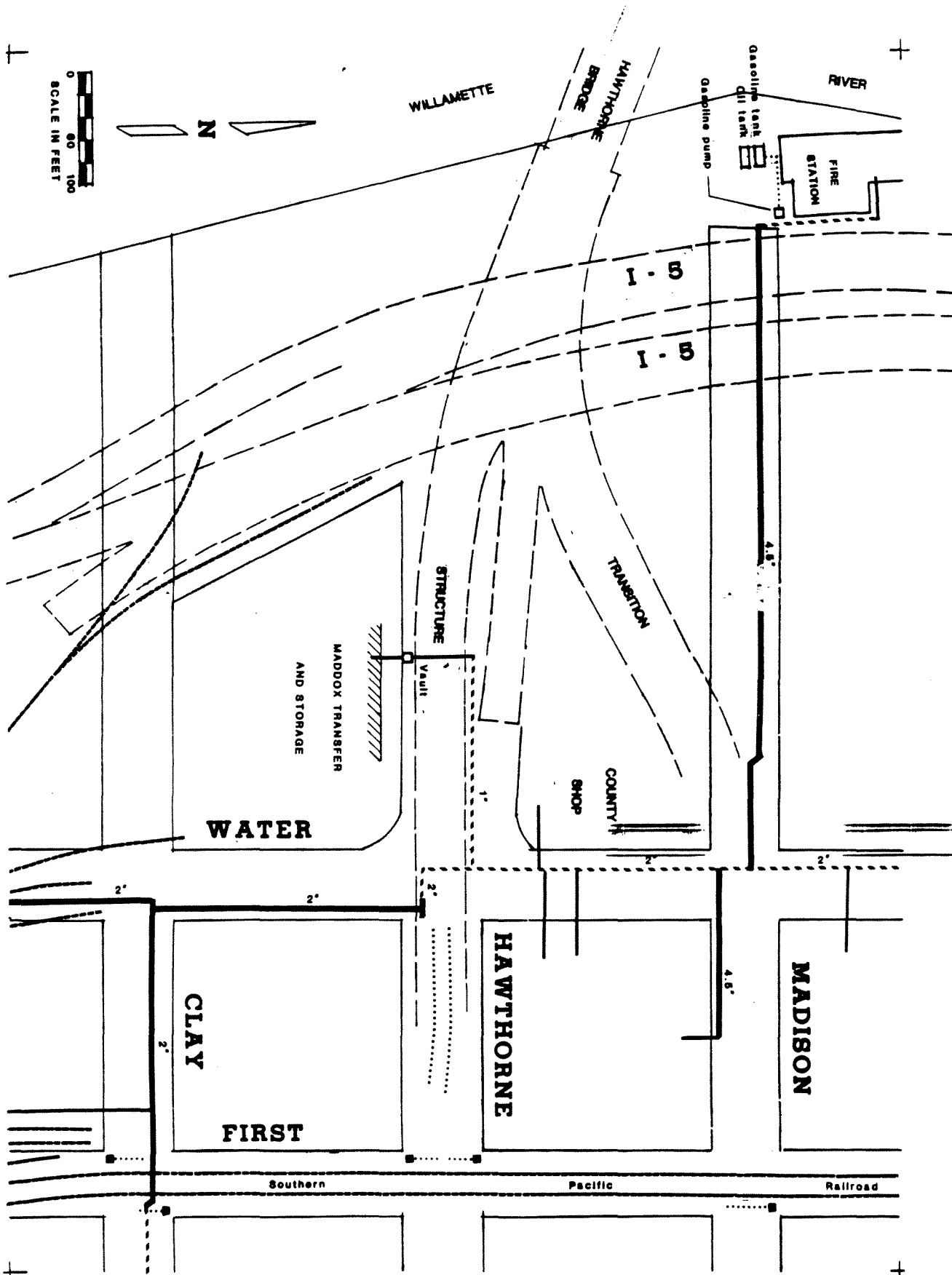
The study area, under and adjacent to the transition structure, is the land bounded by S.E. Madison Street, S.E. Clay Street, S.E. First Avenue, and the Willamette River. It is part of an extensive industrial zone, characterized by warehouses and paved parking lots. The Multnomah County bridge maintenance shop is at the corner of Hawthorne and Water Avenue. There is a fire station (where a fireboat is moored) at the foot of Madison Street.

Future Plans

Oregon Department of Transportation is developing plans for construction of two new ramps connecting Freeway I-5 with Union Avenue and Grand Avenue to the south-east. A large column will be built near the junction of the Hawthorne and Madison transition ramps. It will have no impact on any existing utility that is to remain in place.

The Bureau of Parks may incorporate an esplanade (riverfront parkway) into transition structure replacement. Changes in grading may affect the sewer, water main, and gas line serving the fire station on Madison. No other remaining utilities will be affected.





LEGEND

- Natural gas main
- - - - - Natural gas main in casing
- Natural gas service
- Gasoline pipeline
- Railroad track
- Railroad track, abandoned
- Railroad crossing gate

MULTNOMAH COUNTY HAWTHORNE BRIDGE TRANSITION STRUCTURE PROJECT EXISTING UTILITIES NATURAL GAS AND FUEL PIPELINES RAILROADS Figure 6.4

Table 6.1
Existing Public Utility Agencies

| Utility | Agency |
|------------------|---|
| Sanitary sewers | City of Portland Bureau of Environmental Services 1120 S.W. Fifth Avenue Portland, Oregon 97204 David Singleterry, P.E. 796-7102 |
| Water | City of Portland Bureau of Water 1120 S.W. Fifth Avenue Portland, Oregon 97204 Hill Hampton, P.E. 796-7485 |
| Natural gas | Northwest Natural Gas Company 220 N.W. Sixth Avenue Portland, Oregon 97209 Cheryl R. Cherry 226-4211, Ext. 4398 |
| Railroads | Southern Pacific Transportation Company 800 N.W. Sixth Avenue Portland, Oregon 97202 Division Agent 220-4412 |
| Electricity | Portland General Electric 3700 S.E. 17th Avenue Portland, Oregon 97202 Wayne Amondson 464-7742 |
| Telephone | U.S. West Don Ross 242-7528 |
| Fire alarm | Multnomah County Fire Marshal 1927 S.E. 174th Avenue Portland, Oregon 97233 Mel Pitman 248-2667 |
| Cable television | None |
| Transit | Tri-Met 4012 S.E. 17th Avenue Portland, Oregon Fred Helm 238-4850 |

Impacts

Sanitary Sewers. Sanitary sewers are generally buried 10 to 18 feet deep (although at the foot of Madison the pipe is only four feet deep). Sewer material is unreinforced concrete pipe; diameter is 8 inches, except on Water Avenue, where there is a 12-inch sewer.

All the sewers are old, but their exact age and condition is unknown. With care, however, neither the new transition structure nor operations connected with its construction will harm the pipes. No increased loads will be sustained if fill construction is used; all sewers are outside the influence of such embankments.

In design, it may be found that supports for the Madison ramp impinge on the sewer in Madison Street near Water Avenue. This pipe serves only the fire station; its partial reconstruction on a new alignment would not create undue inconvenience.

All sewers shown in Figure 6.2 are uncombined sanitary sewers. The sewers on Hawthorne and on Clay are combined sanitary and storm sewers east of Second Avenue, where overflow manholes divert part of high flows to storm drains.

Water. Most water mains in the study area will be unaffected by transition structure construction. There is a 30-inch Bull Run conduit in Clay Street, which continues west-erly to downtown Portland in a submerged river crossing. If the land on Clay Street is used for staging, precautions must be taken to assure that unusually heavy loads (as from stockpiles or heavy equipment) are not imposed.

At the corner of Madison and Front, the 4-inch main (to the fire station) may have to be relocated if ramp columns are replaced in or near Madison.

In the same area, the 8-inch line to the pumphouse (see Figure 6.3) will be abandoned, as will the backflow preventer and pumphouse. The latter, instead of housing pumps, encloses automatic valves that allow water flow (from normal City water pressure) to enter a sprinkler system under the present transition structure. Supported by wood columns, wood bracing, and wood beams, the structure is at risk from fire. The new structure, not being flammable, will not have a fire protection system, and the pump-house and backflow preventer can be removed.

Serving the County shop is a looped 1-inch service. Construction of the Madison ramp will surely cause it to be disturbed, and preliminary engineering should include its realignment elsewhere. Its location in Figure 6.3, taken from Water Bureau records, may be inaccurate. During excavation for a shop addition, the pipe was not found.

Natural Gas. Some disturbance to natural gas pipes will be unavoidable. As in the case of sewer and water, supports for the Madison ramp may require that the 4-1/2-inch gas main in Madison Street be relocated.

There is a 1-inch gas service, in a casing and buried under the present Hawthorne ramp, that serves the Maddox warehouse. Preliminary engineering should include relocation of this service to avoid conflict with ramp support construction.

Fuel. There are two storage tanks near the fire station at the foot of Madison Street, one for oil and one for gasoline. From the latter, there is a short pipeline to a standard fuel pump for service to fire vehicles.

None of this system is closer than 100 feet to the bridge and transition structure, but its existence should be made known to contractors.

Railroads. Southern Pacific mainline tracks occupy First Avenue. There are frequent freight movements during the day, as well as passenger service, creating brief traffic delays. Madison, Hawthorne, and Clay Streets are all protected by crossing gates.

Transition structure work will have no impact on the railroad.

Other tracks, belonging to the Portland Traction Company (operated by Southern Pacific) are shown in Figure 6.4. All of those tracks are either abandoned or seldom used.

Electric. Both overhead and underground electric systems serve the study area.

Most power poles are 50 to 60 feet high. The positions of two poles, one at the intersection of Madison and Hawthorne and another 170 feet west on Madison, and the wires between them, will impede construction of the Madison ramp. The poles will have to be relocated, at least temporarily, during erection of the ramp.

Ramp lighting circuits shown in Figure 6.5, at Hawthorne (overhead) and at Madison (buried) will be abandoned, as will the control panel and platform under the existing Madison ramp. New circuits and controls will be incorporated into the design of the transition structure.

Clay Street may be used for staging. Only a short run of overhead wiring for a street lamp is existing. The rest of Clay Street westerly is clear of overhead lines. Underground, there is a three-cable, 11-kV conduit that continues underwater across the Willamette River.

Portland General Electric does not plan to convert any overhead wiring to underground.

Street Lighting. Poles to which street lights are attached are noted in Figure 6.5. These lights are provided and maintained by Portland General Electric for the City of Portland. There are no street lights on the poles that might be moved during construction.

On the present transition structure there are 14 luminaries (not PGE) that should be salvaged for reuse by the County.

Telephone. The only overhead telephone line owned by US West in the study area is on the PGE pole line in Madison Street, from Water Avenue east. All other US West telephone lines are underground, in Water Avenue and in Clay Street.

US West does not plan to convert the overhead line (which serves the County shop). This service will be disturbed in moving a power pole; at that time, burial may be economical. There is a vault at the same intersection.

Fire Alarm. Within the study area there are telephone lines (not US West) used by the Portland Fire Bureau for communication and alarms.

A communications cable on the Hawthorne Bridge continues easterly, suspended beneath the present transition structure, to a power pole on Water Avenue near Hawthorne. From there, the cable (on PGE poles) runs south to Clay and to the east on Clay.

This cable may be removed in the near future, with abandonment of the communication system. If so, the cable will not be a factor in new construction. Its removal should be verified in final design.

A single wire alarm runs from a power pole at the foot of Madison to the bridge. From there it is suspended under the Madison ramp to the pumphouse. Another single wire runs from the backflow preventer to the pumphouse. In the alarm mode, it causes water valves to open and activate the sprinkler system.

There will be no sprinklers on the new structure; the alarm system, along with the pumphouse and backflow preventer, will be abandoned.

Requirements for Construction

During construction of the proposed transition structure and demolition of the old structure, the contractor must maintain access to all City sewers and water mains. This requirement will be a factor in design because of its influence on construction methods. If sewer or water realignment is necessary, its design must be to City standards; costs will be the responsibility of the County.

Other utilities (gas, electric, telephone) must also be protected, but the responsibility for necessary relocations lies with the utility owners.

Within the limits of the Willamette River, it does not appear that work will be required on presently existing utilities. Consequently, no permits from the Corps of Engineers or from the Division of State Lands is anticipated.

Work under the freeway (within the I-5 right-of-way) may entail a permit from the Oregon Department of Transportation. Utility work would be a part of a single permit for transition structure construction.

GEOTECHNICAL REPORT

The scope of work for the geotechnical analyses consisted of the items listed below. All analyses and preliminary design were performed using existing data.

- Review existing soils data
- Determine a typical subsurface profile
- Calculate total settlement for the engineered fill embankment alternatives
- Calculate minimum factors of safety with respect to slope stability of the adjacent Willamette River bank under the surcharge load of the Alternative 3 embankment
- Identify potentially negative implications associated with construction of the Alternative 3 or Alternative 4 embankments
- Perform additional settlement analyses of the proposed Water Avenue ramp engineered fill embankment alternatives using current site topography and the revised layout
- Develop a preliminary foundation design for the curtain wall that is to enclose the gore area and portions of the Water Avenue ramp
- Develop preliminary foundation designs for the retaining wall to support the bike path engineered fill adjacent to the Hawthorne Boulevard and Madison Street ramps
- Develop preliminary pile recommendation using typical loading conditions and ODOT's East Marquam Interchange Foundation Report prepared in 1985

Subsurface Conditions

The original subsurface exploration report, prepared in 1955 for construction of the Hawthorne Bridge east approaches, contains soil boring logs for borings drilled in the vicinity of the existing transition structure. All soil data contained in the report are based on visual inspections of soil samples collected at approximately 5-foot intervals. No laboratory testing of the samples was performed. The foundation report for the Highway I-5/East Marquam interchange, prepared in 1985, contains both soil boring logs and laboratory test results for selected samples. Several of the East Marquam interchange exploratory soil borings were drilled in the vicinity of the proposed reconstruction project.

The locations of previously drilled soil borings located near the proposed reconstruction project are shown in Figure 6.6. An east-west soil profile was prepared and is also shown in Figure 6.6. River bottom sounding data, collected on December 15, 1987, were used to extend the profile into the Willamette River to Pier 1.

Based on the profile developed from existing data, the generalized subsurface conditions at the location of the proposed reconstruction project are as follows, beginning at the ground surface:

- Manmade Fill: Primarily sand and gravel with areas containing debris such as brick, mortar, woodchips, slag, and ash. Thickness ranges from 15 to 40 feet and consistency ranges from loose to medium dense.
- Silt, Sand, and Gravel Layers: Alternating layers of gravel, sand, silty sand, and silt of variable thicknesses. In general, the total combined thickness ranges from 15 to 30 feet and consistency ranges from very loose to medium dense.
- Silty Clay: Silty clay to clayey silt of low plasticity. The layer is approximately 15 feet in thickness and its consistency ranges from soft to stiff. Decayed wood and vegetation are present in some areas.
- Sand with Gravel: Medium sand of variable thicknesses with some grade. Thickness ranges from zero to 20 feet.
- Gravel: Very dense sand and gravel with some descriptions of "cemented" gravels of unknown thickness. Depth below the existing ground surface to the top of the gravel ranges from 45 to 85 feet, with the deepest adjacent to the Willamette River.

General Settlement Analysis of Embankment Alternatives

Four alternatives were originally considered for the reconstruction of the Hawthorne Bridge transition structure. Alternative 1 was an all-structure option. Alternative 2 was primarily an all-structure option with the exception of the Water Avenue ramp, which was founded on an engineered fill embankment. Alternative 3 incorporated an engineered fill embankment at the transition section where the three approach ramps converge. Alternative 4 expanded the embankment in Alternative 3 to also support the Water Avenue and Hawthorne Boulevard approach ramps.

Using the existing site soils data, a settlement analysis was performed for Alternatives 2, 3, and 4 embankments at selected locations. Because the existing transition structure is founded on wooden piles, it was assumed that native soils at the location of the proposed embankment alternatives have not been significantly prestressed. It should be noted that the estimated settlements were rough approximations intended for a qualitative evaluation of the engineered fill alternatives with respect to settlement.

The required design parameters for the settlement analyses were established by CH2M HILL's structural bridge engineers. A postconstruction total settlement of 1 inch was selected as a maximum differential settlement between an engineered fill embankment and the existing adjacent highway structures.

Results of the analyses are tabulated below in Table 6.2.

| Table 6.2 Estimated Total Settlement of Compressible Silty Clay Layer (in.) | | |
|--|---|--------------------------------------|
| Engineered Fill Alternative | Near Adjacent Bridge Structure | Near Center of Embankment |
| 2 | 1 | 1.5 |
| 3 | 3 | 4 |
| 4 | 4 | 5 |

Because of highly variable thicknesses and composition of the silty sand and gravel fill material, as well as variable consistencies of the underlying native soils, the estimated total settlements of the embankment structures will most likely be greater than those reported above for the 15-foot-thick compressible silty clayey layer. Consequently, should any of the alternatives have been selected for implementation, placement of a surcharge load after embankment construction to accelerate consolidation settlements

would most likely have been required. The primary settlement portion of the total settlement could be removed by applying a preload for a duration of about 2 to 4 months. This preload would reduce the long-term settlement to the secondary portion only, which is estimated to be within the acceptable settlement criteria.

Other methods of soil improvement exist that theoretically could be applied to minimize postconstruction settlement of the embankment alternatives. These methods include dynamic compaction, compaction grouting, micro piles, vibroflotation, stone columns, and deep soil mixing. However, if required, the selected method of soil improvement should minimize potential damage to adjacent structures, be effective for a variety of soil and fill material types, be practical and timely for implementation, and be cost-effective.

Slope Stability Analysis

The engineered fill embankments in Alternatives 3 and 4 are offset approximately 25 feet from the bank of the Willamette River. Consequently, slope stability of the river bank may be adversely affected by construction of either one of these embankments.

The minimum factors of safety with respect to slope stability of the adjacent Willamette River bank were calculated for the surcharge loading conditions of the Alternative 3 embankment.

Because the setback of the Alternative 2 embankment is approximately 180 feet from the river bank, the zone of influence of the embankment surcharge load does not intersect the river bank side slope. Consequently, a slope stability analysis for the Alternative 2 embankment was not required.

A minimum safety factor of 1.5 was selected for the static slope stability analysis criteria. A value of 1.5 is consistent with what is generally recommended by the engineering profession for most slopes, including those of critical structures such as earth and rock-fill dams.

The static slope stability of the river bank was evaluated under the gravity load of both the Alternative 3 embankment alone and the embankment with a 15-foot-high preload. The preload would be required to accelerate consolidation of the compressible layer. The estimated minimum factor of safety with respect to slope stability for the reinforced earth embankment alone is on the order of 1.0 to 1.1. With the placement of a 15-foot-high preload, the minimum factor of safety drops to below 1. These values indicate that failure of the east bank would be imminent for both the embankment alone and the embankment with a preload.

Methods to increase the factor of safety, such as constructing a rockfill buttress against the east bank, were considered. An estimated 50,000 cubic yards of rock fill material would be required to effectively stabilize the Willamette River bank slope under Alternative 3 loading conditions. We estimate that the weight of such a buttress would adversely affect the existing easterly pier of the Hawthorne Bridge, and damage mitigation measures would be required. Additionally, the estimated settlement of the Alternative 3 embankment is relatively large and might have negative impacts on adjacent structures. Consequently, it appears feasible to increase the factor of safety for slope stability from an engineering standpoint. However, the additional cost to increase slope stability and the environmental and political ramifications of a large rockfill in the river are issues that needed to be taken into consideration when comparing the alternatives.

Water Avenue Ramp Settlement Analyses

Because of excessive estimated settlements and issues associated with stability of the Willamette River, it appeared that the Alternatives 3 and 4 engineered fill embankments would be eliminated from further consideration. The two remaining alternatives differed only by the foundation proposed for the Water Avenue ramp.

The Water Avenue ramp could potentially be reconstructed partially as structure and partially on a new engineered fill. The purpose of the additional settlement analyses was to determine at which pile foundation pier, if any, a new engineered fill could begin without resulting in excessive settlement of the roadway.

The maximum differential settlement across a pavement slab would be expected to occur between the last pile-supported pier and the first pavement joint located on the fill. It was assumed that the piers will be spaced 80 feet apart and that the first construction joint in the pavement will be located 30 feet from the final pier. Based on existing data, total settlement of the compressible silty clay layer at the first construction joint was estimated for each of the possible embankment scenarios, as presented in Table 6.3. In general, the approach ramp embankment would be triangular in cross section, and the embankments analyzed are referred to according to the maximum height of fill, which would be located adjacent to the last pile-supported pier.

Again, because of the unknowns associated with the surface fill at the site and variable consistencies of the underlying native soils, total settlement of an embankment structure would most likely be greater than those estimated above for the compressible layer. Based on the above settlement estimates, should an engineered fill embankment be constructed at the site, a preload fill or other method of soil improvement would be required to reduce consolidation settlements.

| Table 6.3 Water Avenue Settlement | |
|--|--|
| Maximum Embankment Height (ft) | Estimated Total Settlement of Compressible Silty Clay Layer (in.) |
| 10 | 1.2 |
| 15 | 2.3 |
| 20 | 2.5 |

Further, because of ground surface elevation differentials of up to 10 feet from beneath one side of the roadway to the other and because of the adjacent original bridge abutment (see Appendix, Sheet 2), differential settlement perpendicular to the roadway could occur under the surcharge load of a new earth fill embankment.

The reconstruction project is to be executed as quickly as possible under full closure of the bridge. The estimated time for construction is approximately 6 months. Consequently, the construction schedule does not allow for construction and settlement of a preload fill. Additionally, the cost savings associated with such a small portion of fill is relatively little. As a result, the all-structure alternative is recommended.

Preliminary Foundation Design Recommendations

Site Preparation. The low spots in elevation should be filled in and the original bridge abutment should be removed. Existing piles not incorporated into the new design should be extracted.

Curtain Wall Foundations. The sheltered space created by the ramp will be surrounded by a curtain wall to prevent access to the area beneath the ramp. The curtain wall is expected to be constructed on a shallow strip footing 1.5 to 3 feet wide, with the wall itself no greater than 1 foot wide. Preliminary design assumed the curtain wall would be no greater than 10 feet tall, with a dead weight load of 600 psf and a wind load on the wall of 20 psf. These conditions result in an estimated settlement of less than 1 inch.

Bike Path Retaining Wall. A bike path will approach the ramp from both sides in order to gain bicycle access to the ramp. The bike path approach is expected to be constructed on fill; therefore, a retaining wall is recommended between the fill and the ramp. The wall would be expected to be approximately 10 feet high, with a footing

width of 3 to 4 feet, and a thickness of 1 foot. The retaining wall would replace the curtain wall along those sections which are to be in contact with the fill.

Further design details that need to be addressed include the type of connection between the bike path and the ramp, and the type of connection (if any) between the top of the curtain wall and the ramp.

Preliminary Pile Recommendations. Pile foundations are recommended for all the pier foundations due to the underlying compressible soils. Specifically, H-piles such as an HP 12 by 74 are recommended because of the nature of the upper manmade fill. Tip-reinforced piles should be driven into the gravel formation with the surface varying from Elevation -20 at the east end of the Water Avenue ramp to as deep as Elevation 70 at the west side of the gore area.

Two categories of piles are anticipated based on the preliminary pile layout, one for the longer spans up to 80 feet, and one for shorter spans up to 30 feet. The longer spans should have design loads in the range of 70 to 90 tons, and shorter spans in the range of 40 to 60 tons.

It is estimated that the piles will be driven 5 to 20 feet into the gravel formation, as indicated in Table 6.4. It must be emphasized that all of the above values are approximations that are dependent on confirmation of the gravel surface elevation and whether or not the gravel is considered "cemented."

Because of the variability of the underlying gravel surface and the potential variability in gravel strength, pile lengths will vary from pier to pier. In general, the piles will be shorter at the east end of the project and longest at the west end. Construction techniques will be required to accommodate varying pile lengths.

| Table 6.4 Preliminary H-Pile Estimates | | | |
|---|-------------------------------------|--|-----------------------------------|
| Pile Category | Range of Design loads (tons) | Range of Penetration into Gravel (ft) | Range of Total Length (ft) |
| I | 70 to 90 | 10 to 20 | 70 to 120 |
| II | 46 to 60 | 5 to 10 | 60 to 110 |
| Note: Pile cutoff is estimated at Elevation +32. | | | |

Pile driving logs and information resulting from the currently proposed I-5 reconstruction project will be reviewed to obtain information that may be applicable to this project. If required, test piles will be driven at the proposed pier locations to better define pile length, capacity, and drivability criteria.

TRAFFIC ANALYSIS

The traffic analysis summarizes the transportation-related assumptions, methodology, and analysis results associated with the evaluation of alternatives for replacing the existing Hawthorne Bridge transition structure.

Assumptions

The following assumptions were made at the outset of the investigation and were incorporated into all subsequent analyses:

1. Reconstruction of the Hawthorne Bridge transition structure will occur by one of the following two methods:
 - a. **Complete closure of the bridge.** Under this alternative, it is expected that the construction activities will take 6 month's closure to complete, and will require diversion of all traffic currently using the Hawthorne Bridge to alternative routes.
 - b. **Staged construction.** Under this alternative, it is expected that the construction activities will take 18 months to complete, and will require three separate stages. During Stage 1, one lane will be maintained across the bridge for eastbound traffic, one lane will be maintained for westbound traffic, and one-way eastbound traffic will be maintained on the adjoining Water Street ramp. During Stage 2 and 3, one lane will be maintained across the bridge for eastbound traffic, one lane will be maintained for westbound traffic, and no traffic will be allowed to use the Water Street ramp.
2. The study area (i.e., the geographic area within which existing traffic patterns are likely to be affected by the reconstruction activities) is generally bounded by I-84 on the north, I-405 on the west, 39th Avenue on the east, and Powell Boulevard on the south.
3. The existing ramp from Water Avenue to westbound Morrison Street may or may not be eliminated by the time the reconstruction activities commence. Therefore, all analyses will be conducted assuming both options for this ramp.

Analysis Methodology

The analysis methodology centered around use of EMME/2, which is a computerized travel demand forecasting model operated and maintained by the Metropolitan Service District (Metro). EMME/2 is applied at a regional level, and projects weekday evening peak hour travel demands on all major road segments. It develops these projections on the basis of information about existing or proposed street systems as well as the location and amount of population and employment throughout the metropolitan area. It also takes into account the effects of road segment traffic volumes, capacities, and congestion in driver route selection characteristics and behavior patterns. The model has been calibrated to 1987 conditions, which means that it is able to replicate observed 1987 weekday evening peak hour travel patterns on the basis of the information identified above.

In addition to projecting weekday evening peak hour travel demands on each road segment, EMME/2 can provide the analyst with several other measures of effectiveness that were especially useful to this investigation:

- The model can generate isochrons, or travel time contours, which indicate how far in all directions a typical driver can travel in a given amount of time (e.g., 5 minutes) from a user-defined point in the network.
- EMME/2 can calculate total vehicle hours of travel time within the study area under typical weekday evening peak hour conditions.
- It can calculate total vehicle miles of travel within the study area under typical weekday evening peak hour conditions.
- EMME/2 can conduct select link analyses, which define the origin, destination, and travel paths of all vehicles traversing a particular road segment within the study area.
- The model can conduct and display the results of diversion analysis, which identifies the new routes used by drivers who, for any reason, are diverted away from a road segment that they previously used.
- It can approximate off-peak traffic conditions and travel patterns by assuming that congestion is not so severe as to significantly affect road segment travel speeds or driver route selection behavior.

Each of these capabilities was used in the analysis of traffic impacts associated with alternative construction methods for the Hawthorne Bridge transition structure.

In addition to the use of EMME/2, field studies were conducted to assess existing traffic flow conditions on the bridge. These studies were conducted during the weekday morning peak hours (7:00 to 9:00 a.m.), weekday midday hours (11:00 a.m. to 1:00 p.m.), and weekday evening peak hours (4:00 to 6:00 p.m.). Data that were collected during these field studies included the following:

- Directional traffic volumes
- Vehicle classification characteristics (passenger cars, local buses, nonlocal buses, and trucks)
- Directional pedestrian volumes
- Directional bicyclist volumes

Analysis Results

Existing Conditions. Currently, weekday evening peak hour traffic volumes on the Hawthorne Bridge include approximately 1,600 vehicles traveling in the eastbound (peak) direction, and 700 westbound vehicles. Two relatively narrow lanes are provided in each direction on the bridge structure. The actual capacity of the bridge to accommodate eastbound vehicles is greater than 1,600 vehicles per hour. However, this number still represents the maximum number of vehicles that can cross the bridge in one direction and in 1 hour due to other capacity restraints at the adjacent surface street intersections on either end of the bridge.

Directional peak hour travel volumes drop steadily on Hawthorne Boulevard east of the bridge: Near the Hawthorne Boulevard/20th Avenue intersection, there are an estimated 1,400 eastbound vehicles and 300 westbound vehicles; near the Hawthorne Boulevard/39th Avenue intersection, there are approximately 900 eastbound vehicles and 150 westbound vehicles.

The EMME/2 model can provide an estimate of the origin, destination, and travel path for all vehicles currently using the Hawthorne Bridge during weekday evening peak hour conditions. Such an analysis was conducted, and showed a wide range of origins and destinations for these vehicles. This finding should be expected, since the Hawthorne Bridge is one of only a relatively few bridges available to cross a major transportation barrier (the Willamette River) within the Portland metropolitan area. Thus, vehicles using the Hawthorne Bridge do not originate from and are not destined only for the area immediately adjacent to Hawthorne Boulevard. Instead, many drivers have more distant origins and destinations, including I-84, I-5, Division Street, Burnside Street, and Belmont Street. The EMME/2 analysis showed that only 10 to 20 percent of the vehicles using Hawthorne Boulevard near its intersection with 39th Avenue also crossed the Hawthorne Bridge.

The EMME/2 model was also used to estimate 5-minute and 10-minute isochrons from a point near the western end of the Hawthorne Bridge under weekday evening peak hour conditions as well as off-peak conditions. This analysis resulted in the following conclusions for eastbound travel:

- During off-peak hours, eastbound vehicles can travel as far as 20th Avenue within 5 minutes, and beyond 43rd Avenue within 10 minutes.
- Under weekday evening peak hour conditions, eastbound vehicles can travel to about 13th Avenue within 5 minutes, and to approximately 43rd Avenue within 10 minutes.

Staged Construction Alternative. Under the staged construction alternative, only one lane instead of two would be available in each travel direction for the duration of the construction period (i.e., 18 months). Thus, the capacity of the Hawthorne Bridge will be significantly affected by this lane reduction. With this change, the Hawthorne Bridge will become the primary capacity constraint for eastbound and westbound travel on Hawthorne Boulevard. It is estimated that during the weekday evening peak hour the capacity for eastbound and westbound travel will be reduced by about 30 percent. Other than some additional delay, this capacity reduction will not have an effect on westbound travel characteristics during the weekday evening peak hour, since current volumes are not close to the revised capacity estimate. The same is true for off-peak travel, which does not typically approach the high volumes experienced in the eastbound direction during the weekday evening peak hour.

The EMME/2 model was used to simulate the response of drivers to closure of one lane in each direction on the Hawthorne Bridge. During the critical weekday evening peak hour, the number of eastbound vehicles crossing the bridge was found to drop from 1,600 under existing conditions to 1,300. The number of westbound crossings was found to drop from 700 under existing conditions to 650. Further, the impacts of the staged construction alternative were found to dissipate farther east on Hawthorne Boulevard:

- Near 20th Avenue, eastbound peak hour volumes were found to drop from 1,400 vehicles to 1,250 vehicles, and westbound peak hour volumes were found to drop from 300 vehicles to 275 vehicles.
- Near 39th Avenue, eastbound peak hour volumes were found to remain fairly constant in both travel directions.

The EMME/2 model showed that most drivers who are diverted away from the Hawthorne Bridge due to the lane restriction use the Ross Island Bridge, the Morrison Bridge, or I-5 in lieu of the Hawthorne Bridge. To a much smaller degree, diversion

effects were also observed at the other bridge crossings of the Willamette River. Most of the drivers whose origin or destination is somewhere near Hawthorne Boulevard return to the facility via Martin Luther King Boulevard, Grand Avenue, or 20th Avenue.

The 5-minute and 10-minute isochron analysis revealed that eastbound travel times from the west end of the Hawthorne Bridge to points near the Willamette River are more affected by the Staged Construction Alternative than are destinations farther east:

- During off-peak hours, eastbound vehicles starting from the west end of the Hawthorne Bridge can travel as far as 20th Avenue within 5 minutes and beyond 43rd Avenue under the Staged Construction Alternative. This is identical to existing conditions, and reflects the fact that the Staged Construction Alternative does not cause any capacity deficiency on the Hawthorne Bridge during peak off-peak hours.
- During typical weekday evening peak hours, eastbound vehicles can travel to about 11th Avenue within 5 minutes, and to approximately 43rd Avenue within 10 minutes. Thus, the effect of the Staged Construction Alternative is to increase travel times by 1 to 3 minutes within the immediate vicinity of the Hawthorne Bridge, but to have no substantial effect on travel times in the eastern part of the study area.

Complete Closure Alternative. Under the complete closure alternative, the Hawthorne Bridge would be closed to all traffic for the duration of the construction period (i.e., 6 months). Thus, all vehicles currently using the Hawthorne Bridge during both peak and off-peak hours would be forced to divert to alternate routes.

The EMME/2 model was used to simulate the response of drivers to closure of the Hawthorne Bridge. Most drivers were found to divert to the Ross Island Bridge, the Morrison Bridge, and I-5. However, diversion effects were identified for all bridge crossings of the Willamette River. Despite this diversion, traffic volumes on Hawthorne Boulevard quickly returned to levels comparable to existing conditions on the east side of the Willamette River.

- Near 20th Avenue, eastbound peak hour volumes were found to drop from 1,400 vehicles under existing conditions to 1,200 vehicles, and westbound peak hour volumes were found to drop from 300 vehicles under existing conditions to 250 vehicles.
- Near 39th Avenue, peak hour volumes were found to remain fairly constant in both travel directions.

As was the case for the staged construction alternative, most of the drivers whose origin or destination is somewhere near Hawthorne Boulevard return to the facility via Martin Luther King Boulevard, Grand Avenue, or 20th Avenue.

The 5-minute and 10-minute isochron analysis revealed that eastbound travel times to and from points near the Willamette River are more affected by the complete closure alternative than are origins and destinations farther east. During weekday evening peak hours, eastbound vehicles cannot get back to Hawthorne Boulevard within 5 minutes, and can travel only as far as 30th Avenue within 10 minutes.

Effects of Alternatives on Travel Cost Parameters. For each investigated alternative, the EMME/2 model was used to estimate total vehicle hours of travel within the study area under weekday evening peak hour conditions. On this basis, the net change in total vehicle hours of travel was calculated for both the staged construction alternative and the complete closure alternative. Within each of these Alternatives, two suboptions were also considered: (1) assumed closure of the Water ramp, and (2) no change to the existing Water ramp. These suboptions were found to have a negligible effect on total vehicle hours of travel within the study area, and so the remainder of this discussion assumes no change to the existing Water ramp.

The results of the analysis indicated that the staged construction alternative will likely result in 130 additional vehicle hours of travel time during each weekday evening peak hour, relative to existing conditions. The complete closure alternative will likely result in 190 additional vehicle hours of travel time during this same period. Even though the complete closure alternative results in a greater amount of additional delay than the staged construction alternative on a daily basis, it should be remembered that the staged construction alternative will affect these patterns for only 6 months.

Thus, the total additional cost incurred under each alternative was calculated as follows:

- The peak hour was assumed to represent 10 percent of the additional travel time incurred by motorists within the study area under each alternative.
- The staged construction alternative was assumed to affect traffic patterns for a period of 18 months.
- The complete closure alternative was assumed to affect traffic patterns for a period of 6 months.
- The average value of motorists' travel time was estimated at \$6 per hour.

On this basis, the total cost incurred by motorists due to additional travel time was estimated at \$4,300,000 for the staged construction alternative, and \$2,100,000 for the complete closure alternative.

ARCHITECTURAL STUDIES

The preliminary plans for the replacement of the Hawthorne Bridge Transition Structure were reviewed by the architecture/planning/interior design firm Zimmer Gunsul Frasca Partnership. Four basic criteria were developed for consideration in the final design.

Views

Issue. The increase in number of highway structure columns and urban design details on the Structure, combined with the anticipated increase in vehicular and pedestrian activity, emphasizes the need for clear sight lines for public safety and orientation.

Proposal. Placement of the bike ramps perpendicular to the structure creates a positive visual distinction between the two directions of circulation. The intersection of the ramp with the structure should be developed to accentuate the connection more distinctly. The location and orientation of the toe of the bike ramps should be looked at in relation to future plans for the bike path along the Waterfront to create a similar relationship.

Historical Context

Issue. Architectural elements on the transition structure should be sensitive to the historical presence of the main span. However, the transition structure should be made to look like an extension of the approach structures by using similar materials, colors textures, proportions, and details.

Proposal. Relevant architectural elements to be reviewed during further development of the design include the following:

- The new concrete ramp structure paving and curtain/retaining walls, bike ramp pavement and hard-surfaced embankments and the sidewalks
- Guardrails and handrails
- Bike ramps could have some relationship to the bridge or relate more to the future bike path

The proposal for using concrete bents of the type indicated under the new structure in place of steel bents should not create a significant departure from historical precedent.

Public Security

Issue. Public security will depend solely on the degree the design provides for public policing of all areas around the Structure.

Proposal. The present design minimizes the occurrence of blind corners and hidden spaces by providing embankments along the bike ramps and curtain/retaining walls around the perimeter of the Structure where headroom is constricted. The distance between the Structure and the bike ramps will permit clear public views to all spaces.

The decrease in the amount of daylight to the space around the transition structure resulting from the construction of additional I-5 access ramps can be compensated for by artificial lighting on the transition structure and the bike ramps. Provisions should be made for future lighting in unenclosed areas created under the transition structure for bicycle and vehicular access.

Relationship

Issue. In order for the proposal to coalesce effectively with its surroundings, proposals for the future development of the eastside waterfront should be considered.

Proposal. The width of the bike ramps will relate to the width of the bike path proposed by the City of Portland along the eastside waterfront improvements.

Further refinements of the design of architectural details for lighting, railings, embankments and surfacing on the bike ramps should take account of current Waterfront improvement proposals by OMSI, the City of Portland, and the Portland Development Commission. Refinements should also respond to their relationship to the historic bridge.

Particular attention needs to be given to the texture of the curtain/retaining wall and underside of the transition structure at the future bike path, because these elements are closest to human touch and scale.

LIGHT RAIL TRANSIT ANALYSIS

Through the Metropolitan Service District, the Portland region asked for a preliminary study of LRT traveling across the transition spans. This study was to determine the cost of building in accommodations for a possible future LRT line as part of this project and comparing that to the cost of rebuilding the structure for LRT at some future date.

The study was based on the following LRT alignments:

1. Two tracks centered in the middle of the river bridge and proceeding down the center of Water Avenue.
2. LRT tracks on the outside lanes of the river bridge. The north track proceeds down the center of Water Avenue, while the south track remains on the south side until it crosses the sidewalk and exits the transition structure to a separate LRT structure just south of Hawthorne Boulevard.
3. Consideration was given for an unknown LRT alignment.

The cost estimates for building accommodations into the transition structure were based on two separate structural alternatives for the Water Avenue structure. Alternative 1 assumes Water Avenue to be supported by precast prestressed concrete girders. Alternative 2 assumes Water Avenue to be placed on earthfill and supported by retaining walls or reinforced earth walls. All cost estimates are based on today's construction prices and inflated 40 percent for contingencies and engineering. In addition, these costs do not consider staged construction. Staging would considerably increase the cost for the outside alignment or unknown alignment. The following are the additional costs required for the assumed LRT alignments:

| | |
|-----------------------------|---|
| Alternative 1--Water Avenue | Precast Girders |
| Water Avenue alignment | \$315,000 |
| Outside alignment | \$255,000 plus additional south structure |
| Unknown alignment | \$590,000 |
| Alternative 2--Water Avenue | Earth Structure |
| Water Avenue alignment | \$190,000 |
| Outside alignment | \$190,000 plus additional south structure |
| Unknown alignment | \$465,000 |

These estimates were based on the following assumptions:

1. A girder is placed under each rail of each track. This requires one additional girder per structure per track.
2. The concrete deck slab is thickened under each track 8 inches in order to accommodate the rails.
3. The increased dead load from the superstructure (additional girders and thickened concrete deck) has minimal effect on the substructure.

4. The deck slab concrete between curbs was increased 8 inches in order to consider the unknown LRT alignment. This increased deck slab thickness occurs in all areas except the Madison Street structure.
5. A cathodic protection system would have to be installed to protect the reinforcement strips in the Earth Structure option.

Even though a cost can be estimated for the outside alignment, it should be understood that this alignment is highly undesirable because it interferes with pedestrian and bicycle traffic. The outside alignment is also undesirable because it is an inefficient use of material.

Alternatives 3 and 4 result from excluding the provisions for LRT in the reconstruction of the transition structure, but requiring major reconstruction of the deck and superstructure at some future date during construction of the Milwaukie line.

| | |
|-----------------------------|-----------------|
| Alternative 3--Water Avenue | Precast Girders |
| Water Avenue alignment | \$2,000,000 |
| Outside alignment | \$1,600,000 |
| Alternative 4--Water Avenue | Earth Structure |
| Water Avenue alignment | \$1,215,000 |
| Outside alignment | \$1,411,000 |

All estimated costs are based on 1990 dollars.

WATER AVENUE ACCESS

Water Avenue Ramp

The Water Avenue ramp was reviewed for the possibility of widening to include two sets of light rail tracks in addition to the existing vehicle traffic. This widening would provide an east and a west bound light rail track in the center of the ramp with the vehicle traffic split on the outside. The current width of Water Avenue is 28 feet; to allow room for the light rail tracks, the ramp has to be widened to 50 feet. This 50-foot width would include two 13-foot lanes for vehicles and 24 feet in the center for the two light rail tracks.

ODOT currently has a project which will place a new column for their "GO" ramp in the gore between the Hawthorne ramp and the Water Avenue ramp. In order to avoid impacting this column, all of the required widening for Water Avenue will have to occur to the north.

Widening this ramp to the north would create two possible problems. The first is that it would intrude into the County bridge maintenance building and would require the structural remodeling of that building. Secondly, because of the diverging vertical profiles of the Water Avenue ramp and the Madison approach, widening to the north caused a fatal flaw with the ramp's vertical alignment. A profile was developed for the left gutter from Madison ramp down to Water Avenue, the minimum grade found to meet the given conditions was 11.4 percent. This grade, while tying into both Madison ramp and Water Avenue, failed to meet the minimum standard design for vertical curves.

Alternate Water Avenue On/Off Ramps

With the future possibility of the light rail line displacing all vehicle traffic on the Water Avenue ramp, alternate ways of providing access to Water Avenue were investigated. The standard design for providing one-way ramps would be to construct free-flowing exit and entrance ramps on the outside of the current lanes. The following is the process used to evaluate the use of free-flow ramps.

Eastbound Exit Ramp. Current design standards for an exit ramp at 30 mph requires 165 feet of taper at a 4-degree, 10-minute angle plus a deceleration length of 510 feet prior to beginning the physical separation from the main line. A deceleration distance of 675 feet eliminates the possibility of tying into Water Avenue from the west.

A nonstandard design similar to that which exists today on the west end of the structure was looked at to see if a ramp could be taken off and tie into Water Avenue. A 10 degree curve to the right was used immediately past the main river structure (with no deceleration distance), then a short tangent and a 21 degree curve to the left was used to miss the Holman Transfer Building and tie into Water Avenue at Clay Street. Maximum downgrade was 3 percent. This alignment will impact three existing bridge columns and one future column for the Marquam Bridge. This alignment will also cut off access to the back side of the Holman Transfer Building.

Westbound Entrance Ramp. Current design standards for an entrance ramp pose similar problems as did the exit ramp. Total acceleration length is 650 feet, which means that the entrance ramp must be at grade with the Madison ramp above Water Avenue, thus eliminating a direct tie to the Madison ramp.

A nonstandard design (without a standard acceleration distance) similar to the existing condition on the west end of the main river structure was looked at. The ramp started at the intersection of Water Avenue and Main Street curved left through a 26-degree curve reversing to a 21-degree curve to the right and tying into Madison ramp. Maximum grade was 4 percent. This alignment, while not impacting any existing columns for the Marquam Bridge, will require relocation of future columns currently being

designed for the East Marquam Widening Project. This alignment also cuts through an existing parking lot and would require relocation of the access road to the fire station.

The exit ramp probably would not be feasible because of the impacts to existing columns. The entrance ramp would be possible to construct provided ODOT is able to redesign their column locations for the "DR" and "GO" ramps. Relocation of these columns may be difficult because of the clearance problems associated with the greater structural depth required for longer span lengths. Both ramps, if constructed, would create substandard merge situation which normally would not be designed. Both ramps would impact the pedestrian and bicycle traffic on the bridge by creating a hazardous crossing of the free-flowing ramps.

PEDESTRIAN/BICYCLE FACILITIES

The Hawthorne Bridge is one of the main crossings of the Willamette River for bicycle traffic into and out of downtown Portland. The nearest alternate bridge to the south is the Ross Island Bridge and to the north is the Morrison Bridge; neither of these bridges provide an acceptable environment for both vehicles and bicycles crossing the river. The Hawthorne Bridge also serves as a major crossing for pedestrian traffic. The City of Portland is planning on constructing an esplanade path along the east bank of the Willamette River.

The completed permanent structure will improve the safety and accessibility for bicycles and pedestrians to that portion of the structure which is being rebuilt. In the area of the rebuilt structure, the sidewalk will be widened from its current width of 6 feet to 8 feet and will be separated from the vehicle lanes by a concrete barrier and rail. It is also necessary to provide a bicycle/pedestrian connection from the bridge to the ground level. As part of this project, a ramp is being constructed on each side of the structure to provide access to this esplanade. Each ramp will be 12 feet wide; the grade will be approximately 6 percent. These ramps will be designed to AASHTO standards, as is the rest of the project. The ramps will further meet the standards set for handicapped access.

To maintain this vital link across the Willamette River during construction, it is proposed to construct a temporary wooden stairway from ground level near the fire station up to the main river span of the Hawthorne Bridge.

Access to the existing bridge for west bound bicycles is at N.E. Grand Avenue where they have a designated bike lane. East bound bicycles use the existing sidewalk and exit the bridge at Martin Luther King Boulevard. Pedestrian access to the bridge is from a series of stairways located along the elevated portions of Madison Street and Hawthorne Avenue. During construction, access to the main river structure, from the east side, will be to follow the surface streets to the fire station, located at the west end

of Madison Street where it runs into the Willamette River, then walk up the temporary stairway provided there.

The temporary stairway will provide access to the north sidewalk at the Hawthorne Bridge river span. The stairway will be about 12 feet wide and have a narrow "trough" along the hand rail on each side which bicycles can be easily walked up and down. The stairs will have a vertical height of 15 feet and will span a distance of approximately 50 feet.

Section 7 RECOMMENDATIONS

The following recommendations best address the various issues related to the reconstruction of the Hawthorne Bridge East Approach Transition Structure. The goals and objectives of the Citizens and Technical Advisory Committees, the needs of the various transportation modes, the interests of the eastside businesses and the future development of the land area were all considered in the development of the recommendations.

1. As stated earlier, Alternatives 3 and 4 were eliminated because the high earth fills caused intolerable settlement. Alternatives 1 and 2 are very similar except that most of the Water Avenue ramp would be built on fill with Alternative 2. Alternative 2 is recommended by the Advisory Committees because it is slightly less expensive and could accommodate a future LRT line more easily. Additional analysis work done after the Advisory Committee meetings indicates that the fill associated with Alternative 2 will cause unacceptable settlement without the use of a preload. Building the entire project in a six-month period (Recommendation 2) eliminates the use of a preload, therefore, the Water Avenue ramp must be supported by structure as shown by Alternative 1.
2. The Hawthorne Bridge should be closed to all vehicular traffic for a period of 6 months. The 6-month construction closure is to occur from February through July of the construction year to meet the needs of the business community. The contract should establish a penalty if the contractor does not meet this time frame.
3. During final design, a traffic plan will be developed that will establish detour routes and temporary signing and traffic control that will be required during construction.
4. A media information program should be undertaken to inform the public of the closure and to provide information on alternative routes.
5. Coordination with Tri-Met of rerouting of buses now using the Hawthorne Bridge should be done well in advance of the closure.
6. Temporary facilities should be provided to allow continued use of the Hawthorne Bridge by pedestrians and bicycles.

7. A contract for construction should allow a minimum of 16 weeks prior to the February closure for project mobilization.
8. A proposed construction schedule should be coordinated with ODOT's multistage reconstruction on Interstate 5 to avoid conflicts between contractors.
9. The existing timber transition structure should be removed completely, including the extraction of any driven timber piles. The existing bridge will become the property of the contractor except for the metal rail and light fixtures, which will be salvaged.
10. The horizontal and vertical alignment of the transition structure should be revised to clear the new columns of the I-5 structure and to provide vertical clearance for the future I-5 Grand Avenue ramp.
11. The area under the existing Hawthorne Bridge structure is quite uneven and has several holes excavated between the bents. This area will be graded to approximately Elevation 32 to provide an even surface under the new structure. The grade under the new structure will vary from a low elevation of 29 near Bent No. 2 to 36 near Bent No. 6H under the Hawthorne Bridge. These elevations will provide at least 8 feet of clearance under the beams for the structure.
12. The new transition structure should be a concrete structure (see appendix Figures 5 through 11) using precast prestressed girders in the superstructure. That structure type best addresses the project geometry at the least initial and life cycle cost.
13. Provisions should be made for pedestrian and bicycle access to the surface level from the structure. The sidewalk width on the transition structure should be increased and a barrier rail introduced between the roadway and sidewalk.
14. The problem of transient use of the area under the structure should be addressed in the final design. Consideration should be given to the best use of the surface area. The likely solution will be a curtain wall to enclose the area not intended for use by the general public.
15. A problem with a conflict between pedestrians and bicycle riders at the bus pickup station on the Madison ramp should be addressed during design. A similar situation exists outside the project limits on the Hawthorne ramp. Multnomah County should resolve that situation

during final design so that any needed revisions on the transition structure can be provided. The solution may require only restriping.

16. A further evaluation of the Hawthorne river spans to carry LRT should be done in order to establish the priority for LRT on the transition structure.
17. Consideration should be given to security fencing across the transition structure. Fencing on the structure over the land area occupied by the Multnomah County shops would be recommended as a minimum.

RECOMMENDED ALTERNATIVE DETAILS

For speed of construction and economy, it is proposed to use Type BI-51 precast, prestressed beams for the majority of the replacement structure.

The bents for the first two spans starting at the river pier will be skewed parallel to the stream bank. It is anticipated that the future greenway access will be under Span 2. The remainder of the bents will be radial to the respective "M," "H," or "W" centerlines.

The proposed bike path connection to the ground surface occurs in Spans 3 and 4. The bike paths will be on embankment, with the curtain wall in the vicinity of the bike path functioning as a retaining wall.

The sidewalk/bike path will be widened to 8 feet and a barrier rail introduced between the roadway and sidewalk. The 8-foot width will taper to match the existing walks at either end of the transition structure.

A future ODOT ramp from Grand Avenue to I-5 will cross over the Hawthorne transition structure in the vicinity of Bent No. 3. The vertical alignment of the transition structure was lowered approximately 1 foot to accommodate that ramp. That future ramp will also require the construction of a pier in the gore area, between the "H" and "W" lines. The location and provisions for constructing that pier will be coordinated with ODOT.

COST

The cost of a four-span poured-in-place slab spans for all but the first span of the Water Avenue ramp was compared to the cost of two spans of prestressed beams. The slab span was estimated to cost \$252,000 versus a cost of \$203,000 for the prestressed beam spans.

The estimated cost of the transition structure, with a prestressed beam structure and without any provisions for LRT, is \$5.0 million (see the detailed estimate in Table 7.1).

Table 7.1
Preliminary Cost Estimate

| Item | Unit | Quantity | Rate | Amount |
|---|------|----------|--------|-------------|
| 1. Mobilization | L.S. | All | L.S. | \$ 340,000 |
| 2. Excavation | C.Y. | 4,000 | 6 | 24,000 |
| 3. Embankment | C.Y. | 4,500 | 9.50 | 42,750 |
| 4. A.C. pavement | Tons | 40 | 100.00 | 4,000 |
| 5. CTB base | Tons | 114 | 15.00 | 1,710 |
| 6. Base rock | Tons | 200 | 9.00 | 1,800 |
| 7. Concrete surfacing | S.Y. | 617 | 12.00 | 7,404 |
| 8. Bike ramp railing | L.F. | 400 | 50.00 | 20,000 |
| 9. Curb | L.F. | 80 | 5.00 | 400 |
| 10. Fencing, H = 8 feet | L.F. | 950 | 25 | 23,750 |
| 11. Impact attenuators | Each | 3 | 20,000 | 60,000 |
| 12. Illumination | L.S. | All | L.S. | 20,000 |
| 13. Temporary protection and direction of traffic | L.S. | All | L.S. | 100,000 |
| 14. Temporary stairs | L.S. | All | L.S. | 25,000 |
| 15. Remove existing bridge | L.S. | All | L.S. | 350,000 |
| 16. Shoring, cribbing, etc. | L.S. | All | L.S. | 50,000 |
| 17. Structural excavation | C.Y. | 1,800 | 12 | 21,600 |
| 18. Excavation below elevation shown | C.Y. | 200 | 12 | 2,400 |
| 19. Special wall backfill | C.Y. | 250 | 18 | 4,500 |
| 20. Furnish pile driving equipment | L.S. | All | L.S. | 100,000 |
| 21. Furnish steel piles | L.F. | 12,000 | 18.00 | 216,000 |
| 22. Drive steel piles | L.F. | 12,000 | 1.50 | 18,000 |
| 23. Structural concrete | C.Y. | 3,800 | 300 | 1,140,000 |
| 24. Reinforcement | Lbs. | 690,000 | 0.45 | 310,000 |
| 25. Coated reinforcement | Lbs. | 245,000 | 0.60 | 147,000 |
| 26. Type BI-51 prestressed beams | L.F. | 8,035 | 90 | 723,150 |
| 27. Salvage and reinstall aluminum rail | L.F. | 2,100 | 15 | 31,500 |
| 28. Pedestrian rail | L.F. | 750 | 40 | 30,000 |
| 29. R.C. approach panels | S.Y. | 72 | 65 | 4,680 |
| 30. Modifications to existing structure | L.S. | L.S. | L.S. | 40,000 |
| Subtotal | | | | 3,860,144 |
| Plus 30 percent engineering and contingencies | | | | 1,158,043 |
| Total | | | | \$5,018,187 |

SCHEDULE

A preliminary construction schedule was prepared to document that the transition structure can be constructed within the proposed 6-month bridge closure period. The assumptions and construction schedule are given below.

Task

Analyze the construction sequence and time to determine if the east approach to the Hawthorne Bridge across the Willamette River in Portland could be demolished and a new approach constructed in a 6-month period.

Assumptions

- The contract would be awarded with sufficient time for mobilization and acquisition of the prestress beams before the bridge is closed to traffic.
- The span would be closed approximately February 1 of the same year.
- The Water Avenue ramp could be completed after the Madison and Hawthorne ramps are opened to traffic.
- Construction of the bike path and final cleanup could occur after traffic is restored.
- The contractor could schedule work on either a 5 day @ 10 hours or 6 day @ 8 hours per day basis. An accelerated schedule would be 6 days @ 10 hours per day.
- No other construction would be underway in the immediate area that would affect this construction.
- A rough takeoff of the work to be done was performed.
- The superstructure work was divided into six pours.
 - Madison ramp No. 1
 - Hawthorne ramp No. 2
 - Madison from end of truss to Bent No. 4 No. 3
 - Hawthorne from end of truss to Bent No. 4 No. 4
 - Gore area No. 5
 - Water Avenue ramp No. 6

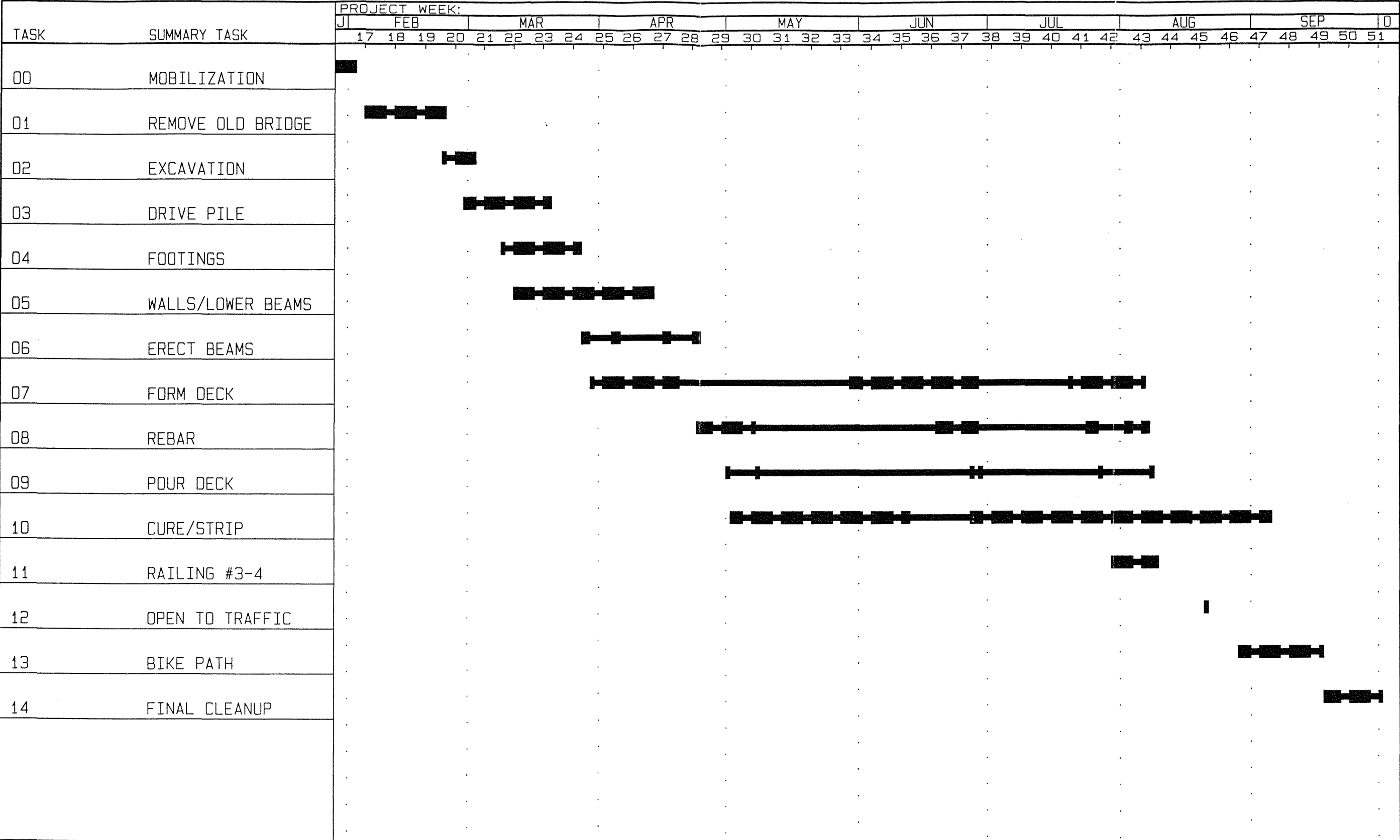
- The approximate crew size was based on:
 - \$4 million of work to be done to open to traffic
 - 30 percent of work is labor at \$30.00 per person-hour
 - 10 hours per day, 6 days per week (accelerated schedule)
 - Average crew = 26 people
- The equipment, supplies, and sequences were reviewed to determine what would be required under the accelerated schedule.
 - Bridge removal
 - Three concrete saws
 - Two demolition cranes
 - Two hoe rams for concrete demolition
 - Excavation
 - Backhoe and trucks
 - Pile driver
 - One rig capable of 90 feet of pile at 90 tons bearing
 - Substructure concrete
 - Nominal falsework
 - Light cranes for hoisting
 - Several sets of forms for good form rotation
 - Beam erection
 - Large rental cranes
 - Rebar
 - Nominal
 - Decks
 - No reuse versus limited reuse
 - One deck machine

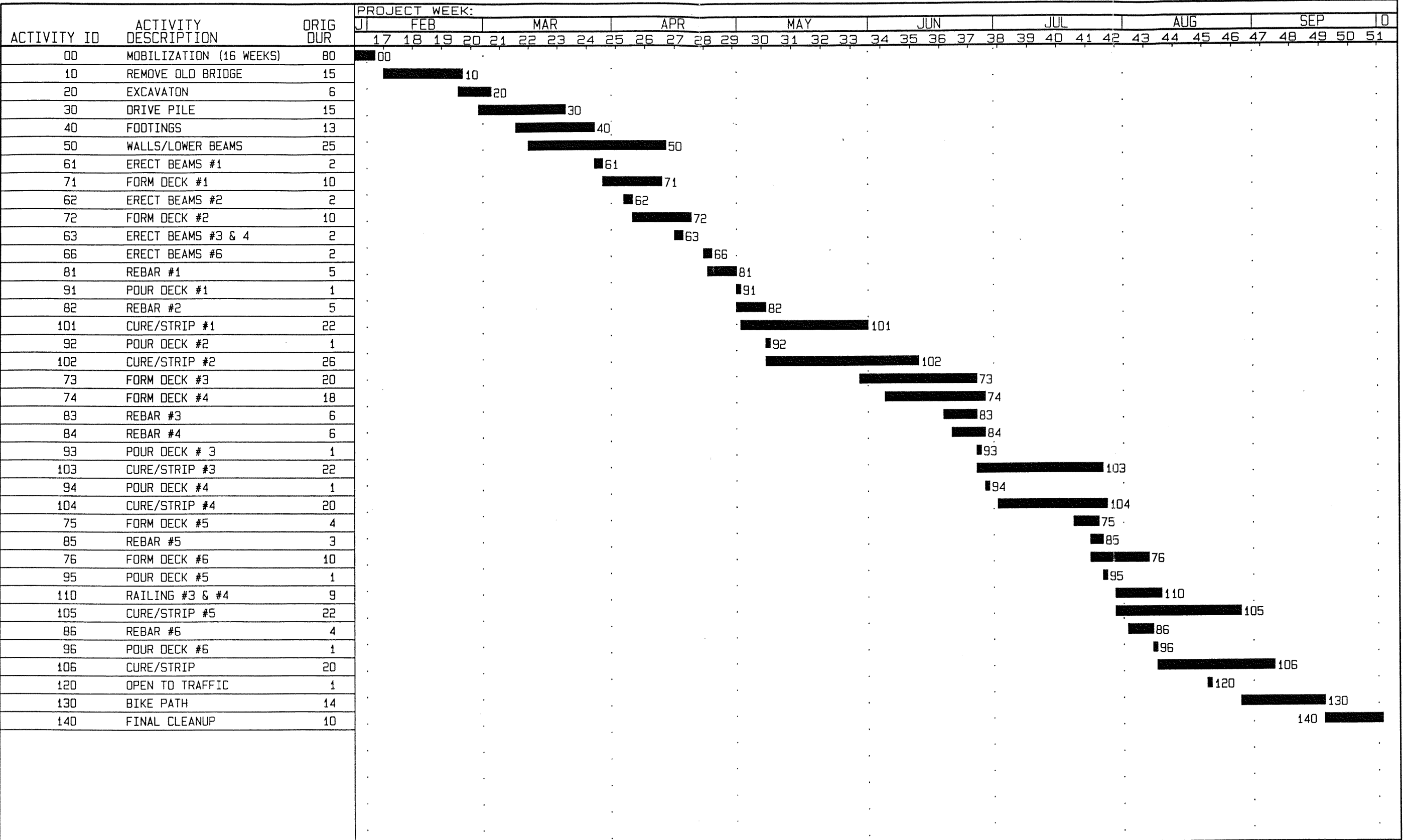
- Modified Type F barrier
 - Extruded
- An initial schedule was prepared based on:
 - No reuse of forms on Pours 1, 2, 3, 4
 - Contractor working 6 days at 10 hours
 - Working time to open for traffic = **17 weeks**
- A revised schedule was prepared based on:
 - Reuse of forms from Section No. 1 in Section No. 3 and from Section No. 2 in Section No. 4
 - Changed to working 5 days at 10 hours
 - Working time to open to traffic = **28 weeks**
- The revised schedule was reviewed to compress to **26 weeks**
 - Start the walls and lowers 1 week earlier
 - Start the forming on Section No. 3 1 week earlier because some forms will be stripped and available
 - Start forming on Section No. 5 1 week earlier because some forms will be stripped and available
- The schedule was reviewed for overall constructibility
 - Substructure completed at end of 11th week
 - All beams erected by middle of 12th week
 - Start of deck forming to end of Pour No. 4 = **11 weeks**
 - Appears to be a reasonable schedule

Conclusion

- The east approach work can be completed in a 6-month window with a reasonable amount of contractor resource.
- The work is relatively simple after the old approach is demolished.

- The tight time limit should not reduce the number of bidders and the increase in cost should be reasonable.
- Contractors would have good flexibility in how the work could be organized in the 6 months.
- Closing the bridge and completing the work in 6 months is a good solution to traffic problems.





Section 8

PERMITS

It is anticipated that the following permits or agreements will be required.

1. U.S. Corps of Engineers permit to cover removal of the existing structure and construction of the new structure west of the high water elevation, approximately the proposed Bent No. 2.
2. Oregon Division of State Lands permit for excavation within the limits of the DSL land.
3. A permit will be required from the City of Portland for construction of that portion of the transition that crosses over the Willamette Greenway.
4. A permit or agreement will be required with the ODOT to cover staging areas or proposed bicycle paths that are within the I-5 right-of-way. An agreement will also be required with ODOT to cover any structural features to be constructed with the Hawthorne transition structure that will affect future ODOT construction.
5. A Use and Closure Permit from the City of Portland to provide for the closure of the Hawthorne Bridge and the detouring of this traffic to other routes.

The start of construction will depend on the availability of funds and coordination of the Hawthorne Bridge Transition Structure Replacement with ODOT's multistaged reconstruction projects on Interstate 5. It is recommended that applications for the required permits be made prior to the start of final design. Conditions imposed by those permits may influence design decisions.

APPENDIX



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVENUE
PORTLAND, OREGON 97233
(503) 248-5050

BOARD OF COUNTY COMMISSIONERS
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PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

M E M O R A N D U M

TO: Hawthorne Bridge Transition Structure
Citizen Advisory Committee

FROM: Susie Lahsene

DATE: December 5, 1989

SUBJECT: Public Information for Transition Structure Construction

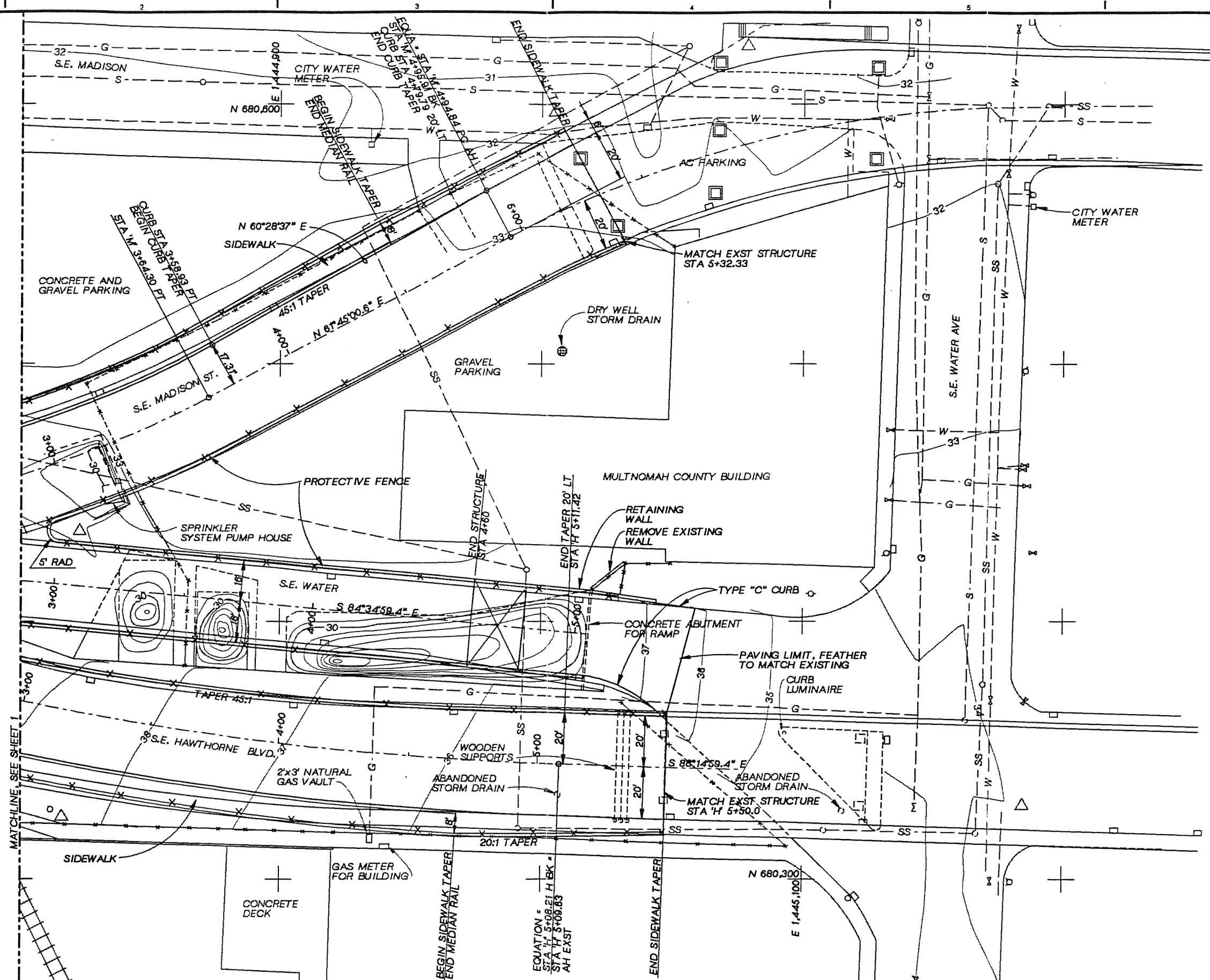
I've talked with representatives of the Oregon Department of Transportation's Highway Division about a public information campaign during construction projects. If federal funds are used for the campaign, the information must focus on helping motorists not businesses. An example of such campaign would be to focus the message to motorists to avoid congestion, or potential safety problems. If local funds are used, there is a little more latitude, however direct advertising for a particular business or businesses would still not qualify for expenditure of county road funds. With that in mind, the following mediums would be available for the county to use during the various phases of the Hawthorne Bridge Transition Structure project. The combination of mediums is dependent upon the budget, and the public information strategy. Billboards and radio spots and brochures represents one of the higher cost items. Approximately \$15,000 has been estimated as the budget for public information. Designing the campaign is dependent upon the needs of the community and the timing of the project. I suggest a representative of HBBA work with the county in developing the specifics of this program.

SL:vh

Enclosure

6877V

| | Phase I Pre-Design Completion | Phase II Final Design | Phase III Pre Construction | |
|--------------------------------|-------------------------------------|-----------------------------|-------------------------------|---|
| <u>Newspaper</u> | | | | |
| Press Release | X | X | X | X |
| Display Ad | | | X | |
| Traffic Calendar | | | | X |
| <u>Radio</u> | | | | |
| Public Service Announcement | | | | X |
| Radio Spot | | | | X |
| <u>Billboard</u> | | | X | |
| <u>Brochures</u> | | | X | |
| <u>Community</u> | | | | |
| Neighborhood Assoc. Newsletter | X | | X | X |
| Community/Business Newsletter | X | | X | X |



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R.B. RICKS
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APVD

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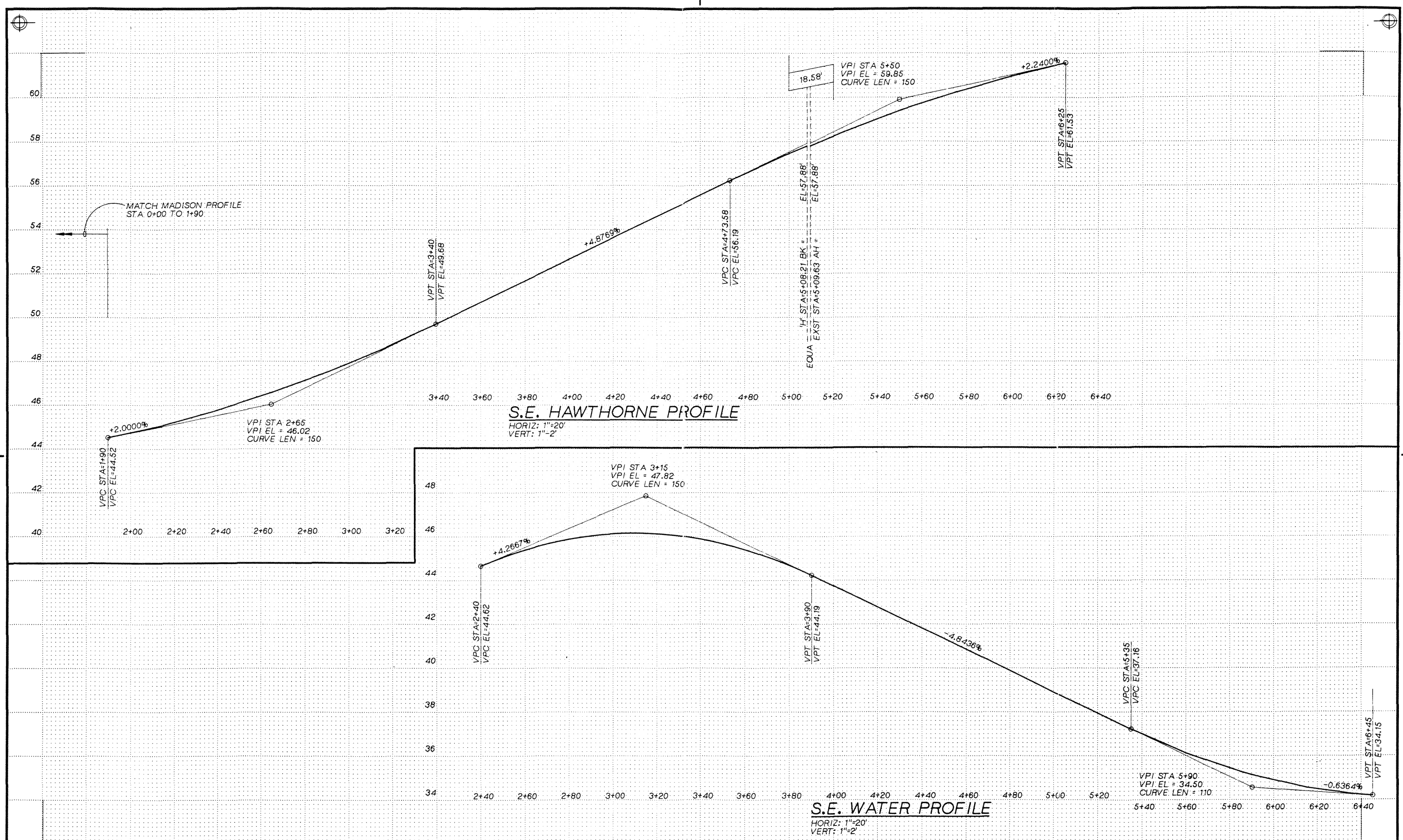
HAWTHORNE BRIDGE
PRELIMINARY DESIGN
MULTNOMAH COUNTY

EAST SITE PLAN

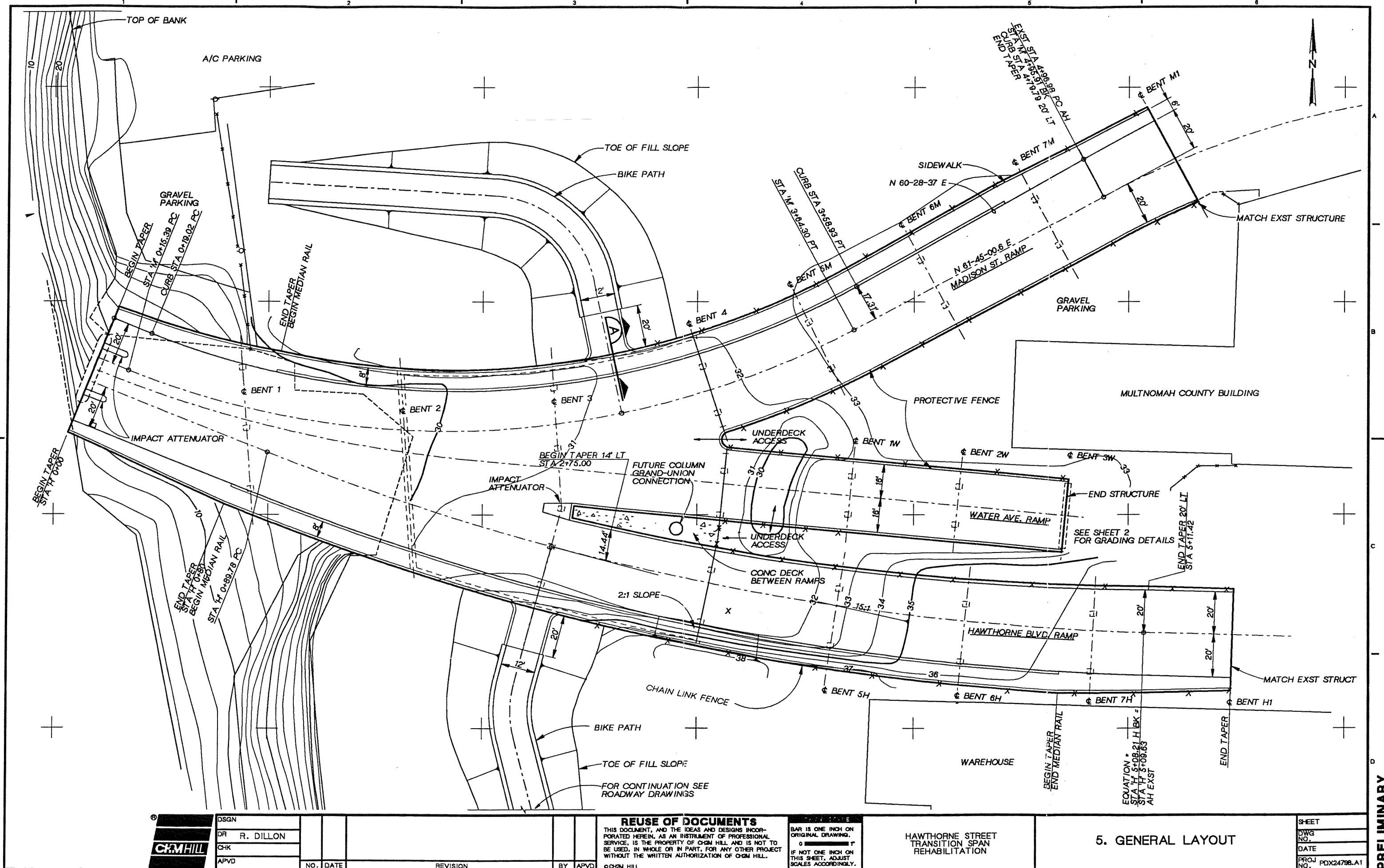
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DR R. DILLON
CHK
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NO. DATE

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BY APVD

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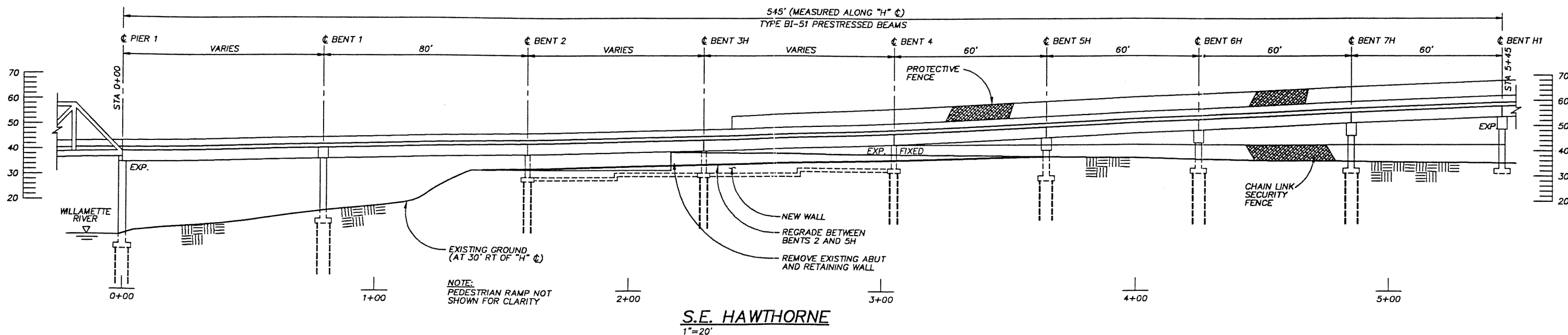
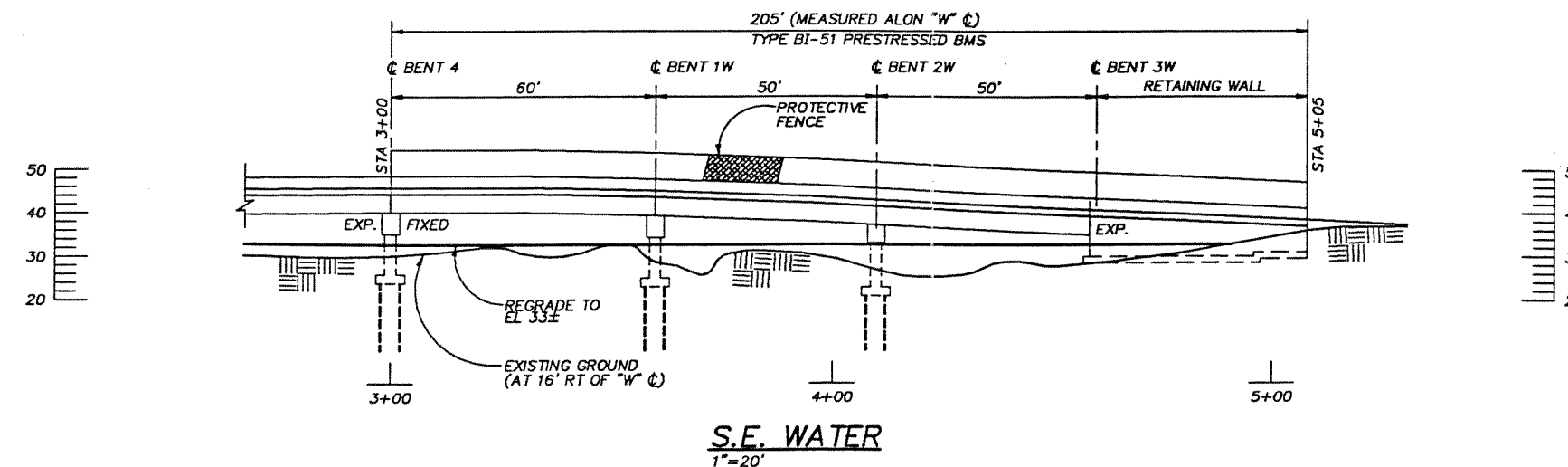
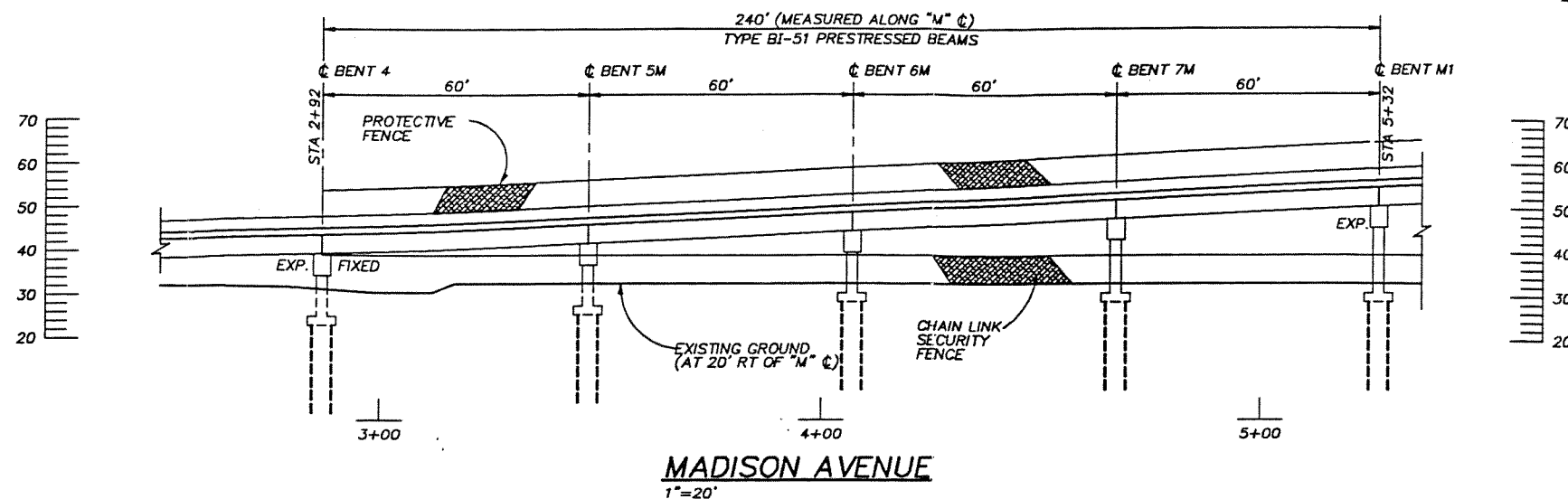
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HAWTHORNE STREET
TRANSITION SPAN
REHABILITATION

5. GENERAL LAYOUT

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CHECK SET NO. _____
 DESIGNED BY: _____ DATE: _____
 REVIEWED/APPROVED FOR DRAFTING BY: _____ DATE: _____

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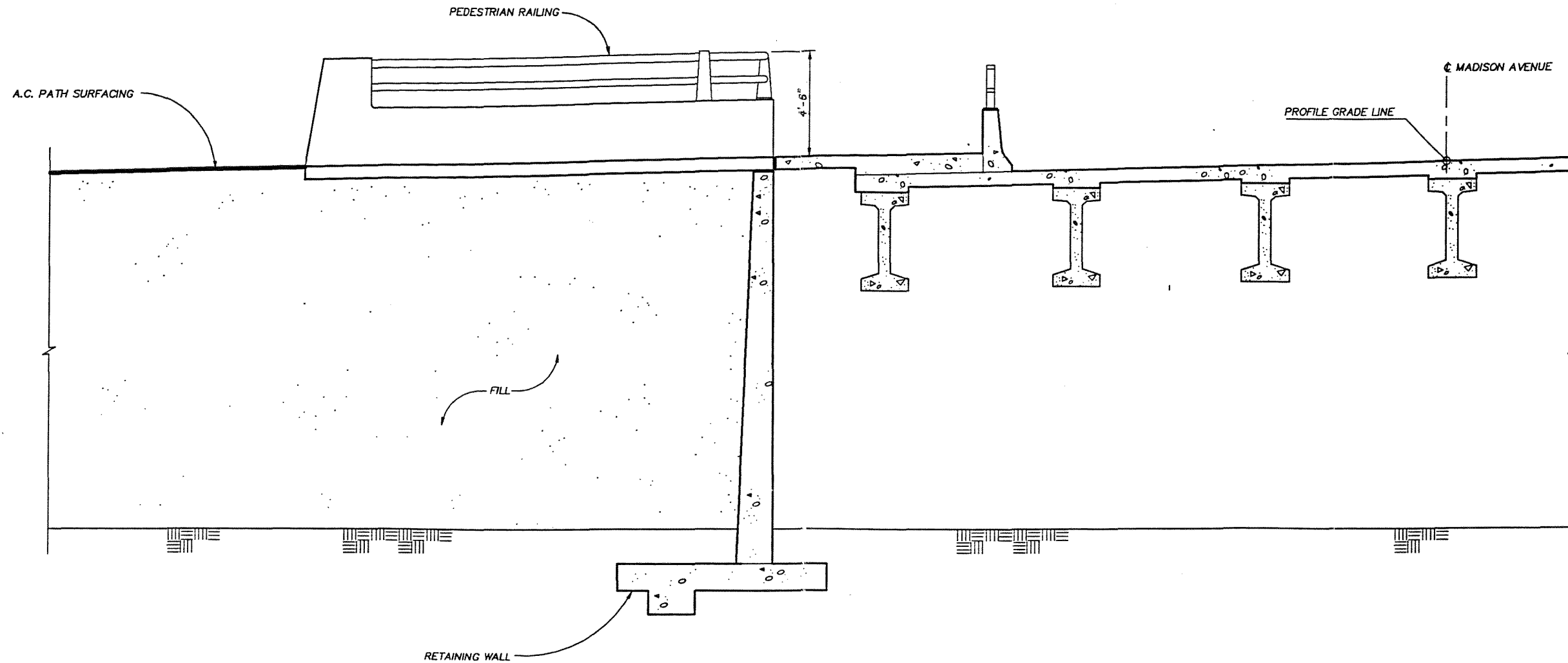
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HAWTHORNE STREET
 TRANSITION SPAN
 REHABILITATION

6. BRIDGE ELEVATIONS
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 NO.
 DATE
 PROJ
 NO. PDX24798 A.1

PRELIMINARY



PEDESTRIAN RAMP
SECTION (A)
 $\frac{3}{8}'' = 1'-0''$



| | | | | | |
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| DR BENTON | | | | | |
| CHK R. DILLON | | | | | |
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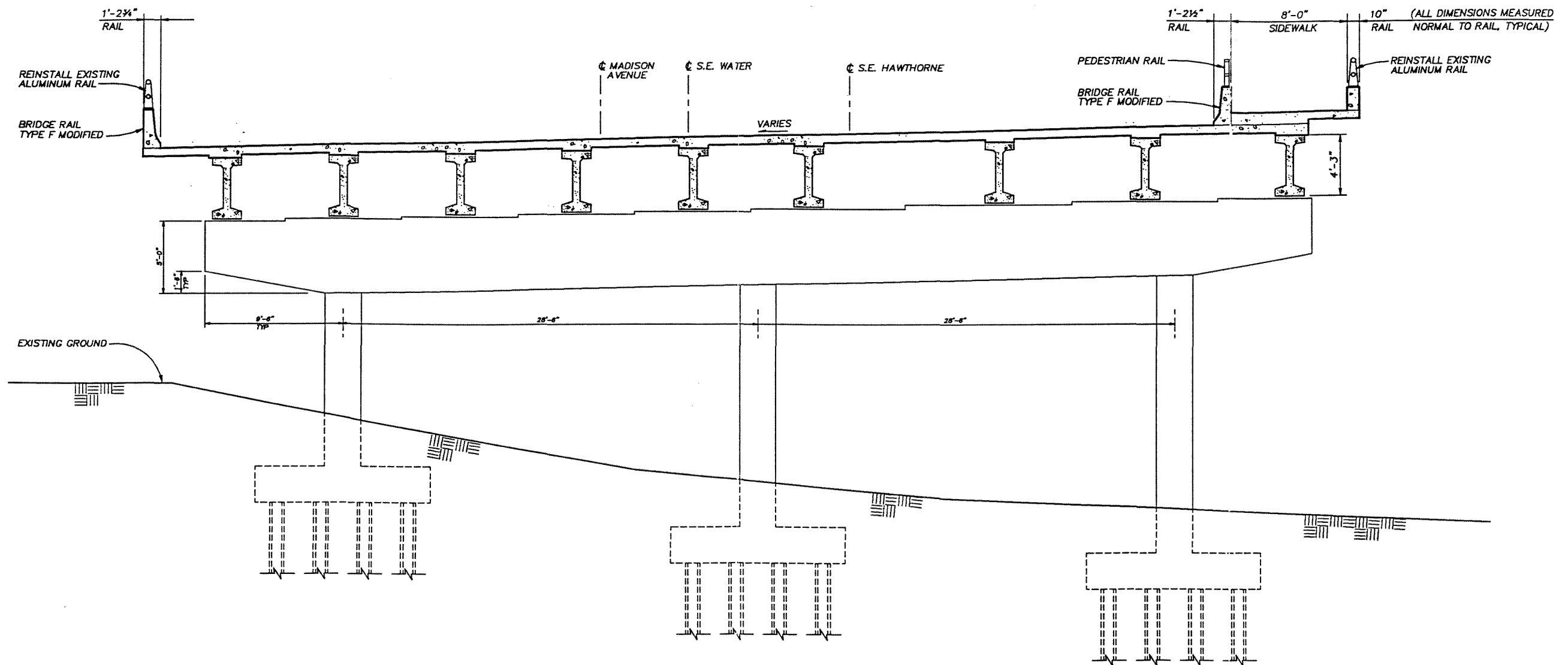
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 TRANSITION SPAN
 REHABILITATION

**7. PEDESTRIAN RAMP
 SECTION**

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BENT 1
TYPICAL SECTION
 1/4"=1'-0"



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| R. DILLON | | | | | |
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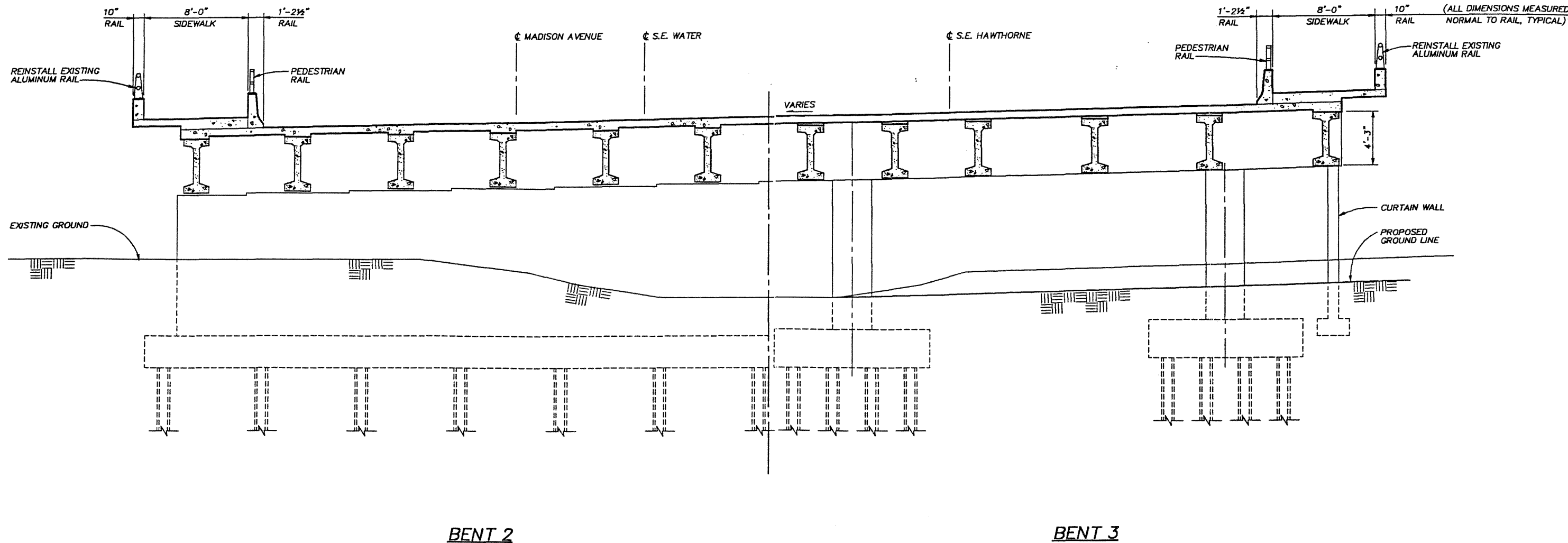
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 REHABILITATION

BENT 1
 8. TYPICAL SECTION

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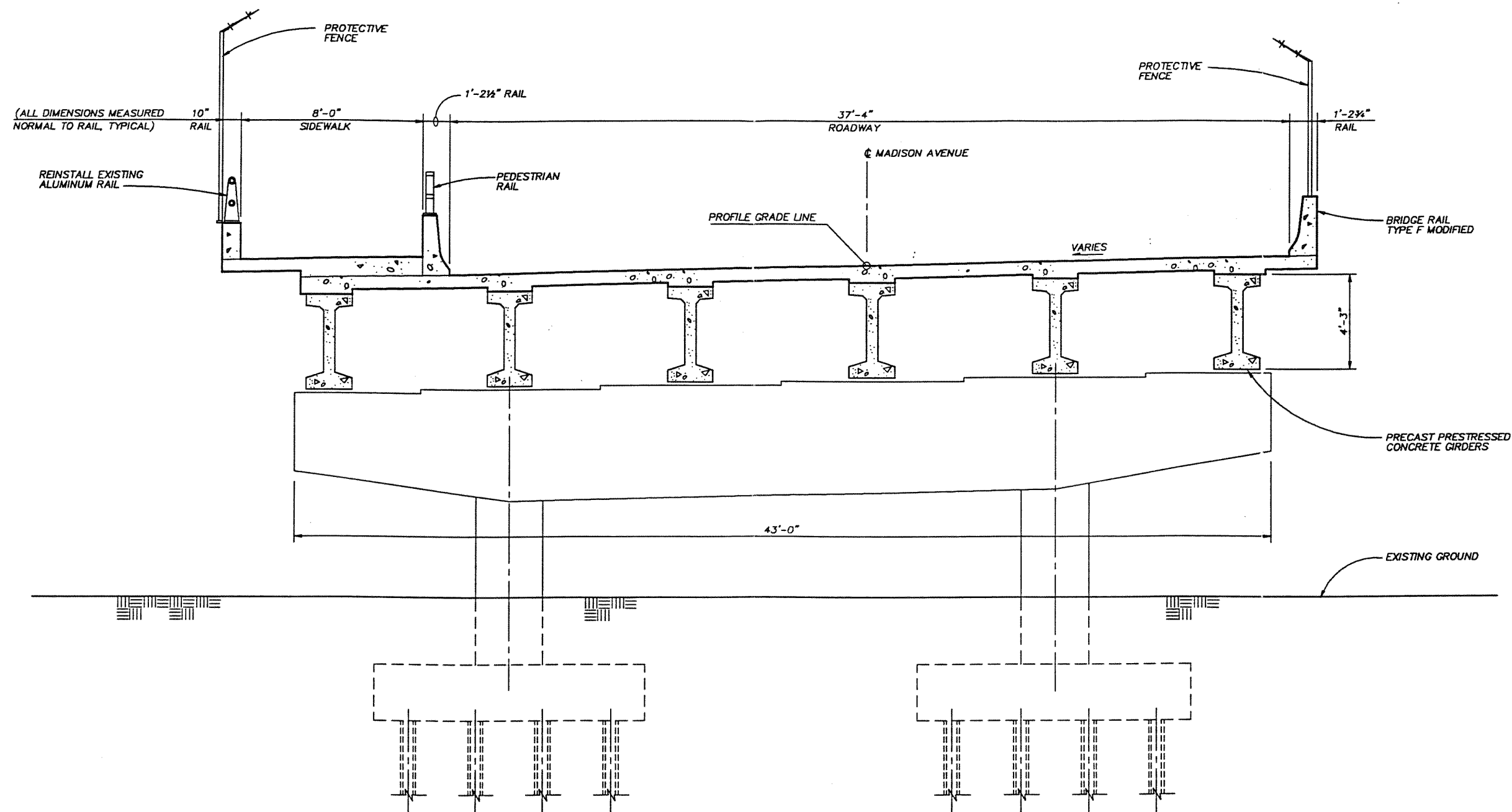
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REHABILITATION

**BENT 2 AND 3
9. TYPICAL SECTION**

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BENT 5M
TYPICAL SECTION
3/8" = 1'-0"

BENTS 4, 6M, 7M, 1W, 2W, 5H,
6H, AND 7H SIMILAR



DSGN
DR BENTSM
R. DILLON
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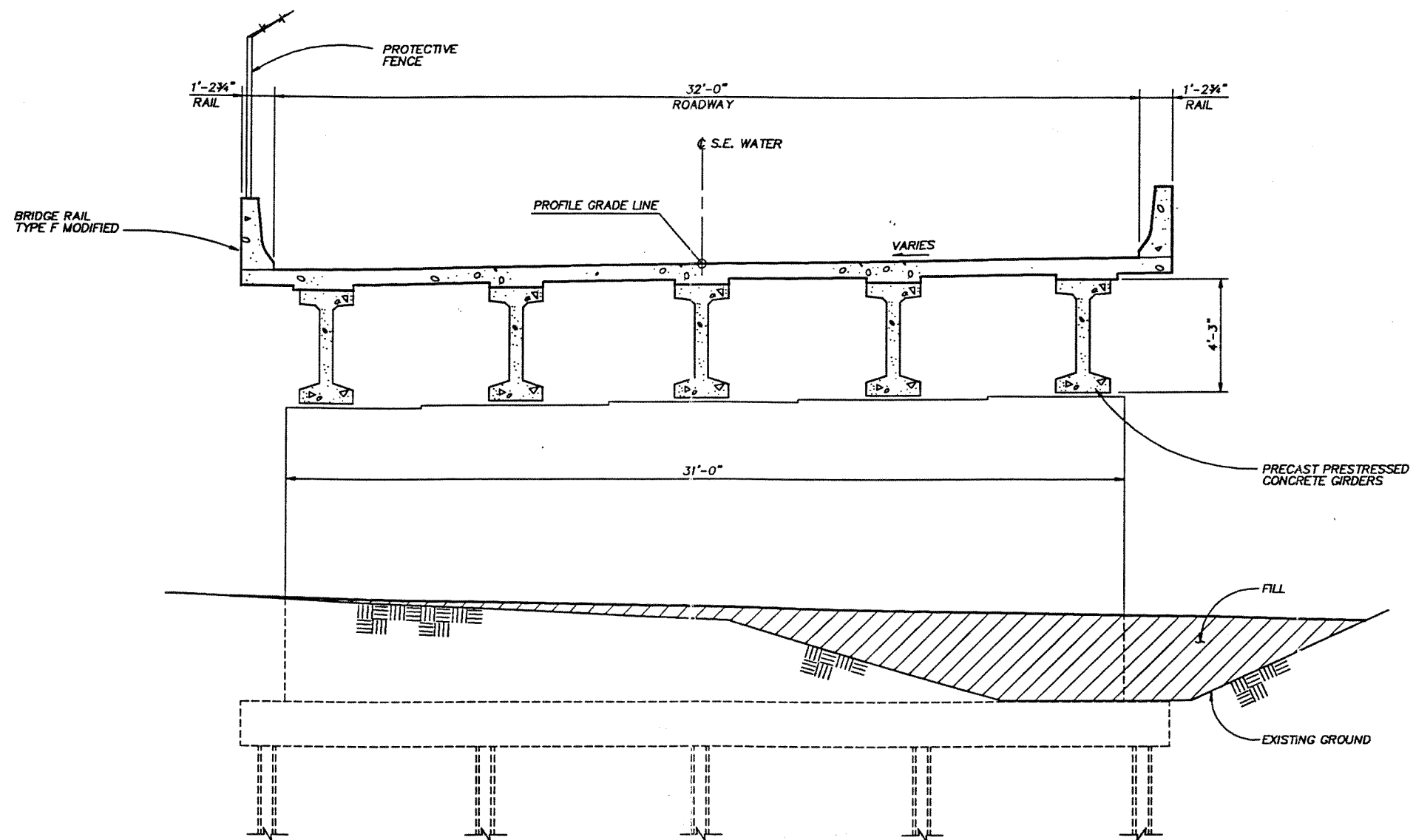
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HAWTHORNE STREET
TRANSITION SPAN
REHABILITATION

BENT 5M
10. TYPICAL SECTION

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BENT 3W
TYPICAL SECTION
3/8"=1'-0"



| | | | | | |
|-----------------------|------|----------|----|------|--|
| DSGN | | | | | |
| DR BENTW R. DILLON | | | | | |
| CHK | | | | | |
| APVD | | | | | |
| NO. | DATE | REVISION | BY | APVD | |

REUSE OF DOCUMENTS
THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF CH2M HILL AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CH2M HILL.

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

HAWTHORNE STREET
TRANSITION SPAN
REHABILITATION

BENT 3W
11. TYPICAL SECTION

| |
|-----------------|
| SHEET |
| DWG |
| NO. |
| DATE |
| PROJ |
| NO. PDX24798.A1 |

Meeting Date SEP 13 1990

Agenda No.: R-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement with Tri-Met
for Transportation Financing Surveys

BCC Informal _____ BCC Formal 9/12/90
(date) (date)

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Susie Lahsene TELEPHONE 3636

PERSON(S) MAKING PRESENTATION Susie Lahsene

ACTION REQUESTED:

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

ESTIMATED TIME NEEDED ON BOARD AGENDA: 4 Minutes

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

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

Tri-Met and the County have mutual interest in assessing the merits of different transportation financing options through surveys. Tri-Met has hired a consultant to perform such work. The County will contribute a prorata share of the survey effort and will participate in decision-making regarding transportation financing options.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Paul Yarbrough

(All accompanying documents must have required signatures)

3706V/8025V

*Sent Originals to
Susie Lahsene 9-14-90*

RATIFIED
Multnomah County Board
of Commissioners

9-13-90



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 3-0070-1

Amendment # _____

MULTNOMAH COUNTY OREGON

| CLASS I | CLASS II | CLASS III |
|---|--|--|
| <input type="checkbox"/> Professional Services under \$10,000 | <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue | <input checked="" type="checkbox"/> Intergovernmental Agreement RATIFIED Multnomah County Board of Commissioners <i>R-4 9-13-90</i> |

Contact Person Susie Lahsene Phone 3636 Date 8/16/90

Department Environmental Services Division Transportation Bldg/Room 425

Description of Contract Intergovernmental Agreement with Tri-Met to develop and implement transportation financing surveys for the Metropolitan Area.

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

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

Contractor Name Tri-Met

Mailing Address 4012 SE 17th Avenue
Portland, OR 97202

Phone _____

Employer ID # or SS # _____

Effective Date September 1, 1990

Termination Date June 1992

Original Contract Amount \$ _____ *

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

*Not to exceed \$20,000.00

Payment Term

☐ Lump Sum \$ _____

☐ Monthly \$ _____

☒ Other \$ as billed

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager _____

Date _____

Purchasing Director _____
(Class II Contracts Only)

Date _____

County Counsel _____

Date _____

County Chair/Sheriff _____

Date _____

| VENDOR CODE | | | | VENDOR NAME | | | | | TOTAL AMOUNT | \$ | |
|-------------|------|--------|--------------|-------------|----------|--------|---------|------------|------------------|--------|--------------|
| LINE NO. | FUND | AGENCY | ORGANIZATION | SUB ORG | ACTIVITY | OBJECT | SUB OBJ | REPT CATEG | LGFS DESCRIPTION | AMOUNT | INC/ DEC IND |
| 01. | 150 | 030 | 6101 | | | 6110 | | | | | |
| 02. | | | | | | | | | | | |
| 03. | | | | | | | | | | | |

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON

THIS AGREEMENT is made between the Tri-County Metropolitan Transportation District of Oregon (hereinafter referred to as "Tri-Met"), and Multnomah County (hereinafter "County" or "Contractor").

W I T N E S S E T H:

Recitals:

Tri-Met and County have mutual interest in accomplishment of transportation financing surveys and analysis to be performed by a consultant pursuant to contract with Tri-Met (hereinafter "Project"), and desire to jointly participate financially in the Project; and

Tri-Met and County have authority under ORS Chapter 190 to enter into this contract;

NOW, THEREFORE, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties hereto as follows:

1. Term of Agreement

The term of this Agreement shall be from September 1, 1990 through June 30, 1992.

2. Obligations of County

Multnomah County shall make payment to Tri-Met for expenses of the project in an amount not to exceed \$20,000.

3. Obligations of Tri-Met

Tri-Met shall promptly respond to all requests by County for review and information regarding the Project. Tri-Met shall invoice Multnomah County for payment pursuant to the contract.

4. Payment

County shall submit payment to Tri-Met's Finance Division within thirty (30) days of receipt of Tri-Met's invoice. Payment documentation shall reference this contract number.

5. Project Managers

The overall coordination and direction of the Project shall be provided by County's and Tri-Met's Project Managers. Tri-Met's Project Manager is Richard Feeney, and County's Project Manager is Larry Nicholas.

6. Notices

All notices provided for hereunder shall be in writing and sufficient if deposited in the United States Mail, postage prepaid, to the parties addressed as indicated below:

Multnomah County
Attn: Larry Nicholas
1620 SE 190th
Portland, Oregon 97233

Tri-Met
Attn: Richard Feeney
4012 SE 17th Avenue
Portland, OR 97202

7. Default

County shall be deemed to be in default if it fails to comply with any provisions of this Agreement. County shall be liable to Tri-Met for all reasonable costs and damages incurred by Tri-Met as a result of the default. Tri-Met shall be deemed to be in default if it fails to comply with any provision of this Agreement. Tri-Met shall be liable to County for all reasonable costs and damages incurred by County as a result of the default.

8. Law of Oregon

This Agreement shall be governed by the laws of the State of Oregon. All provisions required by ORS Chapter 279 to be included in public contracts are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein.

9. Maintenance and Inspection of Records

A. Required Records

Comprehensive records and documentation relating to this Project shall be kept by County and Tri-Met.

B. Audit and Inspection of Records

Tri-Met shall permit the authorized representatives of County to inspect and audit all data and records of Tri-Met relating to its performance under this Agreement for a period of three (3) years after expiration of this Agreement.

10. Adherence to Law

Tri-Met shall adhere to all applicable laws governing its relationships with its employees, including but not limited to laws, rules, regulations, and policies concerning workers' compensation, and minimum and prevailing wage requirements, and all other applicable federal and state laws and regulations.

11. Liability and Indemnification

County shall hold Tri-Met harmless and indemnify Tri-Met for any and all liability, settlements, losses, costs, and expenses in connection with any action, suit or claim resulting from County's negligent errors, omissions or acts performed pursuant to this Agreement.

Tri-Met acknowledges that it is an independent contractor and assumes responsibility for liability arising out of its performance of this Agreement. Tri-Met agrees to hold County harmless and indemnify County for any and all liability settlements, losses, costs, and expenses in connection with any action, suit or claim resulting from Tri-Met's negligent errors, omissions or acts performed pursuant to this Agreement.

12. Subcontractors and Assignments

Neither County nor Tri-Met shall assign or subcontract any of their respective rights or obligations acquired hereunder without obtaining prior written approval from the other party.

13. Integration and Modification

This Agreement constitutes the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. This contract may be modified only by a written agreement signed by authorized representatives of the parties.

IN WITNESS WHEREOF, the representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this contract.

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

MULTNOMAH COUNTY, by and through its designated officials

By: _____

By: _____

Name: James E. Cowen

Name: _____

Title: General Manager

Title: _____

APPROVED AS TO FORM:

Jacquelyn Blyn, Legal Services



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
2115 S.E. MORRISON
PORTLAND, OREGON 97214
(503) 248-5000

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

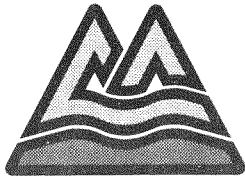
FROM: Betsy Williams *Betsy Williams*
Acting Director, DES

DATE: September 7, 1990

RE: Agenda Item for Week of September 10-14, 1990

I would like to request a postponement of Agenda Item R-5, Budget Modification DES #2 requesting reclassification of Program Manager 1 to Program Manager 2, per the Planning Manager's request.

I will have more information available for you early next week.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
2115 S.E. MORRISON
PORTLAND, OREGON 97214
(503) 248-5000

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

FROM: Betsy Williams *Betsy Williams*
Acting Director, DES

DATE: September 7, 1990

RE: Agenda Item for Week of September 10-14, 1990

I would like to request a postponement of Agenda Item R-5, Budget Modification DES #2 requesting reclassification of Program Manager 1 to Program Manager 2, per the Planning Manager's request.

I will have more information available for you early next week.

1990 SEP 10 21 16 39
CLERK OF COUNTY
MULTNOMAH COUNTY
OREGON

BUDGET MODIFICATION NO. DES#2

(For Clerk's Use) Meeting Date SEP 13 1990
Agenda No. R-5

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

DEPARTMENT Environmental Services DIVISION Land Use Planning
CONTACT Betsy Williams TELEPHONE 248-5000
*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Betsy Williams

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Bud Mod for position reclassification in Land Use Planning.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☐ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Reclassify Planning Director from Program Manager 1 to Program Manager 2 to more accurately reflect scope and complexity of position, effective October 1, 1990.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____) \$ _____
(Specify Fund) (Date)
After this modification \$ _____

Originated By

Date

Department Director

Date

Finance/Budget

Date

Employee Relations

Date

Board Approval

8/31/90

S. Ayers

8/30/90
Date

PERSONNEL DETAIL FOR BUD MOD NO. DES #2

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

[illegible]

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

| | | C u r r e n t F Y | | |
|--|---|------------------------------------|----------------------------------|---------------------------------|
| Full Time Positions, Part-Time, Overtime, or Premium | Explanation of Change | BASE PAY Increase (Decrease) | FRINGE Increase (Decrease) | TOTAL Increase (Decrease) |
| Full-Time | PM1 to PM2 (effective October 1, 1990) | \$ 3,565 | \$ 1,165 | \$4,730 |

REQUEST TO CREATE/RECLASSIFY A POSITION

1. List the proposed duties of the position (please do not copy from the class specification):

EMPLOYEE SERVICES

a.

PROGRAM MANAGER 1 to PROGRAM MANAGER 2
(see appropriate classification descriptions)

b.

Request to reclassify position to reflect increased
and underrecognized scope and complexity of position.

c.

d.

Use the reverse side or attach additional sheets, if needed.

2. State the proposed classification title:

PROGRAM MANAGER 2 (Planning Director)

3. Is this a new position? ☐ YES ☒ NO

4. If this is an existing position, state the name of the incumbent:

LORNA STICKEL

5. Proposed effective date of change: OCTOBER 1, 1990

Hiring Manager: PAUL YARBOROUGH (request submitted by Betsy Williams)

Date: 8/24/90 Dept/Div: DES Administration

EMPLOYEE RELATIONS DIVISION USE ONLY

Action: ☒ Approved as submitted
☐ Approved for classification title

☐ Denied (for Reclassification Requests only)

Analyst Name

Donald H. Whitley

Date

8/27/90

Meeting Date: SEP 13 1990

Agenda No.: R-6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Program Initiated Peace Officer Designees

BCC Informal _____ (date) BCC Formal 9/6/90 (date)

DEPARTMENT DHS DIVISION SSD

CONTACT Nancy Barron TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION Gary Smith

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 3 minutes

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

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

routine request
no budget impact
See attached memo for background.

*Sent copy of Resolution
to: Nancy Barron +
Rulon Zwick on 9-14-90*

90-137

CLERK OF COUNTY
OREGON
SEP 13 1990
9:48

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER *[Signature]*

(All accompanying documents must have required signatures)



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL SERVICES DIVISION
MENTAL AND EMOTIONAL DISABILITIES PROGRAM
426 S.W. STARK, 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691

GLADYS McCOY
COUNTY CHAIR

MEMORANDUM

TO: Gladys McCoy, Multnomah County Chair

FROM: Gary W. Smith, ^{DWS}Director, Social Services Division

VIA: Duane Zussy, Director, Department of Human Service *Duane Zussy*

DATE: August 27, 1990

SUBJECT: Ratification of Community Mental Health Program Director Designees
for Program Initiated Peace Officer Holds

Recommendation: That the Board of County Commissioners ratify the changes in the list of designees for program initiated peace officer holds (mental health holds).

Analysis: Because of staff turnover, new designees should be added to the authorized list.

Background: In 1987 the Board of County Commissioners ratified the participation of Multnomah County in the authority to place program initiated peace officer holds. ORS 426.215 enables a designee of the Community Mental Health Program Director (here, the Director of the Social Services Division) to cause police to transport an allegedly mentally ill person dangerous to self or others to local hospitals for investigation prior to a possible court hearing for commitment to the state mental health division.

The use of the mental health hold is progressing well. The Social Services Division reviews by phone each of these holds. The Psychiatric Emergency Operations Team, which includes staff from the County, hospitals, law enforcement agencies, and mental health agencies, reviews interorganizational coordination.

In the 1989-90 fiscal year, there have been 39 of these holds placed. The commitment rates for this type of holds is higher than for other types of holds which may indicate that these holds are judiciously placed. This hold mechanism is being integrated into the upcoming crisis/acute care system modification.

6807Y

BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

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

RESOLUTION
90-137

WHEREAS, if authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment for mental illness; and

WHEREAS, there is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody; and

WHEREAS, all the designees listed below have been specifically recommended by the Mental Health Program Director and meet the standards established by the Mental Health Division; it is therefore

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

Added to the list of designees is:

Gary McConahay, Garlington Center, Inc.

Daniel Coker, Garlington Center, Inc.

George H. Miller, Southeast Mental Health Network, Inc.

Kim D. Sperry, Southeast Mental Health Network, Inc.

Joe Hromco, Mt. Hood Community Mental Health Center, Inc.

Triss Fifer, Mt. Hood Community Mental Health Center, Inc.

Kathleen Polsker, Mt. Hood Community Mental Health Center, Inc.

Kim Ostrander, Mt. Hood Community Mental Health Center, Inc.

Julie Reischman, Mt. Hood Community Mental Health Center, Inc.

Patty McMann, Mental Health Services West, Inc.

Cathy Kroeger, Mental Health Services West, Inc.

DATED this 13th of September, 1990

BOARD OF COUNTY COMMISSIONERS

By Gladys McCoy
Gladys McCoy
Chair, Board of Commissioners

REVIEWED
~~APPROVED AS TO FORM~~

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By H. N. Ship Lazenby
H. N. Ship Lazenby
Chief Assistant County Counsel

6995Y

Meeting Date: SEP 13 1990

Agenda No.: R-7

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Intergovernmental Agreement with Portland State University

BCC Informal _____ BCC Formal _____
(Date) (Date)

DEPARTMENT: Human Services DIVISION: Aging Services/Community Act.

CONTACT: Cilla Murray/Bill Thomas TELEPHONE: 248-3646

PERSON(S) MAKING PRESENTATION: Duane Zussy/Jim McConnell

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN:

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable): Aging Services Division/Community Action Program seeks approval of an intergovernmental agreement with the Regional Research Institute of Portland State University for \$34,134 to evaluate the Homeless Family Self-Sufficiency Project funded by the U.S. Department of Health and Human Services.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Duane Zussy

(All accompanying documents must have required signatures)

*Returned Originals to
Cilla Murray 9-13-90*

RATIFIED
Multnomah County Board
of Commissioners
9-13-90 1/90

1990 SEP 14 AM 9:17
CLERK OF COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
AGING SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
(503) 248-3646
TDD: 248-3683

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Duane Zussy, Director *Duane Zussy*
Department of Human Services

FROM: James McConnell *James McConnell* Director
Aging Services Division

DATE: August 23, 1990

SUBJECT: Intergovernmental Agreement with Portland State University,
FY90-91

Retroactive Status: This intergovernmental agreement is effective July 1, 1990. A FY 90-91 budget was not received until after July 1, 1990.

Recommendation: The Aging Services Division/Community Action Program recommends retroactive approval of the attached intergovernmental agreement with Portland State University for the period July 1, 1990 through June 30, 1991.

Analysis: The Homeless Family Self-Sufficiency Project is funded by the U.S. Department of Health and Human Services, Family Support Administration, Office of Community Services for a two year period July 1, 1989 through June 30, 1991. The grant award requires a third-party evaluation component. This fiscal year \$34,134 will be contracted to the Regional Research Institute. Services will include both process and outcome evaluation of intensive case management services provided by Portland Impact to at least 75 homeless families as compared to a control group of 30 homeless families.

Background: These funds have been incorporated into the DHS budget for FY90-91.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # _____

Amendment # _____

| CLASS I | CLASS II | CLASS III |
|---|--|--|
| <input type="checkbox"/> Professional Services under \$10,000 | <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue | <input checked="" type="checkbox"/> Intergovernmental Agreement RATIFIED Multnomah County Board of Commissioners <u>R-7 9-13-90</u> |

8ms Contact Person Cilla Murray (John Pearson) Phone 248-3646 Date August 23, 1990

Department Human Services Division Aging Services Bldg/Room 161/3rd floor

Description of Contract Intergovernmental agreement with the Regional Research Institute at Portland State University to evaluate the second year of a two (2) year demonstration project funded by the U. S. Department of Health and Human Services

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

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

Contractor Name Portland State University

Mailing Address PO Box 751

Portland OR 97207-0751

Phone 725-4094

Employer ID # or SS # 93-6001786

Effective Date July 1, 1990

Termination Date June 30, 1991

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 34,134

Payment Term

☐ Lump Sum \$ _____

☐ Monthly \$ _____

☒ Other \$ Upon Request

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager _____

Date _____

Purchasing Director _____
(Class II Contracts Only)

Date _____

County Counsel _____

Date _____

County Chair/Sheriff _____

Date _____

| VENDOR CODE | | | | VENDOR NAME | | | | | TOTAL AMOUNT | \$ | |
|-------------|------|--------|--------------|-------------|----------|--------|---------|------------|------------------|----------|--------------|
| LINE NO. | FUND | AGENCY | ORGANIZATION | SUB ORG | ACTIVITY | OBJECT | SUB OBJ | REPT CATEG | LGFS DESCRIPTION | AMOUNT | INC/ DEC IND |
| 01. | 156 | 010 | 1885 | | CA04 | 6060 | | 11766 | DPP | \$34,134 | |
| 02. | | | | | | | | | | | |
| 03. | | | | | | | | | | | |
| | | | | | | | | | | | |

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

CONTRACT FOR SERVICES

MULTNOMAH COUNTY
DEPARTMENT OF HUMAN SERVICES
AGING SERVICES DIVISION
COMMUNITY ACTION PROGRAM OFFICE

Term of Contract: from July 1, 1990 to June 30, 1991

CONTRACTOR Name: Portland State University Telephone 725-4094

CONTRACTOR Address: PO Box 751 IRS # 93-6001786
Portland, Oregon 97207-0751

This contract made and entered into this 1st day of July, 1990, by and between the Department of Human Services, Aging Services Division, Community Action Program Office acting on behalf of Multnomah County, a political subdivision of the state of Oregon, hereinafter referred to as "COUNTY," and Portland State University hereinafter referred to as "CONTRACTOR."

I. SERVICES UNDER REIMBURSEMENT

Subject to the General Conditions and Special Conditions attached hereto and by this reference made part of this contract, CONTRACTOR agrees to provide the services within the service element(s) listed below and COUNTY agrees to reimburse CONTRACTOR for providing those services at the rates and up to the amount(s) specified below. CONTRACTOR may incur charges effective July 1, 1990.

| <u>SERVICE</u> | <u>PERIOD</u> | <u>MAXIMUM AMOUNT PAYABLE</u> |
|--|----------------|-----------------------------------|
| Evaluation of Demonstration Partnership Project | 7/1/90-6/30/91 | \$34,134.00 |

A line item budget to support the services shown above and approved work plans are attached hereto as Attachment D and by this reference made a part hereof.

CONTRACTOR shall make no changes in I. SERVICES UNDER REIMBURSEMENT, the line item budgets, and approved work plans attached hereto without approval of the County.

II. PAYMENT PROCEDURES AND REPORTING DEADLINES

A. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. Such requests are due to COUNTY on or before the close of business on the fifth (5th.) working day of each month.

B. Required program reports shall be submitted on or before close of business on the fifth (5th.) working day of each month.

C. CONTRACTOR shall not be compensated through dual payments for work performed under this contract from any other COUNTY department or department of the State of Oregon, nor from any other source including the federal government, unless such funds are used solely to increase the total services to be provided under this agreement. Any funds received through or for activities arising under this agreement shall immediately be reported to COUNTY.

III. ADVANCES

A. Upon written request from a CONTRACTOR, for all services initiated July 1, 1990 an advance may be made to cover the cost of CONTRACTORS initial expenses for operation, up to 8.3% (30 days) of the contract funding amount, not to exceed \$2,770.00. An additional advance up to 4.1% (15 days) of the contract funding amount may be made upon receipt and COUNTY approval of a spending plan showing unusual operating expenses. The total advance shall not exceed \$4,138.00.

B. Such advances shall be recovered against expenditures over the last three (3) months of the fiscal year.

IV. CONTRACT BETWEEN DEPARTMENT OF HEALTH AND HUMAN SERVICES AND COUNTY

CONTRACTOR agrees that it is bound by all applicable terms and provisions which bind COUNTY in that certain contract between the U.S. Department of Health and Human Services and COUNTY, for the period July 1, 1989 to June 30, 1991.

V. SPECIAL CONDITIONS

A. All published material, videos, and announcements should include the following disclaimer: "This (publication/video) was developed under a grant from the Department of Health and Human Services, Office of Community Services. However, the contents do not necessarily represent the policy of the Department of Health and Human Services and you should not assume endorsement by the Federal government unless so granted."

[0255f-p/2]

GENERAL CONDITIONS

I. Service Objectives and Evaluation

CONTRACTOR agrees to provide contracted services in the volume and consistent with the objectives and evaluation criteria specified in this contract.

II. Standards and Evaluation

- A. CONTRACTOR agrees to comply with all applicable federal, state, COUNTY and city statutes, rules, and funding criteria governing services, facilities and operations. CONTRACTOR agrees to comply with all applicable licensing and certification requirements.
- B. Specific laws, regulations, plans, and standards with which CONTRACTOR must comply, as well as specific limitations or conditions on the use of funds, are attached hereto and by this reference made a part hereof.
- C. CONTRACTOR agrees to comply with all applicable COUNTY policies and procedures.
- D. CONTRACTOR shall provide for program and facility reviews, including: review of service and fiscal records, policies and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by the COUNTY for the purpose of contract monitoring or audit performance.
- E. CONTRACTOR shall prepare and maintain such records as are necessary for compliance with the terms of this contract. Further, CONTRACTOR agrees to maintain program and fiscal records consistent with Oregon Administrative Rules and applicable federal rules and regulations, and fiscal records consistent with current, generally accepted accounting principles.
- F. This contract is personal between the parties, and CONTRACTOR shall not assign or subcontract in whole or in part, any contractual duties without prior approval by COUNTY. CONTRACTOR expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. CONTRACTOR shall require its subcontractors to comply with the same terms and provide the same assurances as the CONTRACTOR must in its use of federal and state funds. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into.

- G. CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any of the programs or services funded under this agreement.

III. Subject to Availability of Funds

Both parties agree that this contract is subject to the availability of federal and COUNTY funds. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the agreement as appropriate. Reduction or termination will not affect payment for allowable expenses incurred prior to the effective date of such action.

IV. Authority of Director

CONTRACTOR agrees to recognize the Director of the Aging Services Division as COUNTY's administrative authority for services provided under this contract.

V. Liability

- A. CONTRACTOR certifies that the work performed under this Contract is that of an independent contractor and the CONTRACTOR is solely responsible for the conduct of its programs. CONTRACTOR, its employees, and agents shall not be deemed officers, employees or agents of COUNTY, State Community Services, or other funding sources, as those terms are used in ORS 30.265 with respect to work performed under this agreement or for any other purpose.
- B. To the extent permitted by Oregon Law (ORS 30260-30.300) and the Oregon Constitution, Article XI Section 7, CONTRACTOR shall defend, hold and save harmless COUNTY, State Community Services and other funding sources, their officers, agents and employees, from damages arising out of the tortious acts of CONTRACTOR, or its officers, agents and employees, acting within the scope of their employment and duties in performance of this agreement.
- C. CONTRACTOR agrees that liability insurance coverage for CONTRACTOR'S agents and employees is the sole responsibility of CONTRACTOR.

Such liability insurance shall have limits provided therein of not less than:

1. \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence.
2. \$200,000 for injury to any one person arising out of a single accident or occurrence.
3. \$500,000 for total injuries and damages for any number of claims arising out of a single accident or occurrence.

These limits shall not limit indemnities under the preceding paragraph.

- D. CONTRACTOR shall furnish to COUNTY a declaration that CONTRACTOR is self-insured for public liability and property damage for a minimum of the amounts set forth in either ORS 30.270 or the amounts listed above, whichever is greater. This declaration shall be attached to this agreement in Exhibit F and is incorporated herein as part of this Contract.
- E. In the event that during the term of this Contract ORS 30.270 is amended to increase the maximum amounts of liability imposed upon municipalities of the State of Oregon, CONTRACTOR agrees to increase the minimum limits of its liability insurance coverage accordingly.
- F. All property and equipment purchased or received by CONTRACTOR under this Contract must be insured by CONTRACTOR against fire, theft and destruction at replacement cost throughout its useful life, or otherwise with minimum limits at fair market value at time of purchase by CONTRACTOR.
- G. Failure to maintain current insurance as provided in this Contract may, at COUNTY'S option, result in withholding of payments or may be cause for immediate termination of the Contract.

VI. Fidelity Bond

CONTRACTOR is not required to obtain a fidelity bond.

VII. Workers' Compensation

CONTRACTOR 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 656.017 of Oregon Revised Statutes. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform the work without assistance or labor of any employee need not obtain such

coverage. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this agreement and is incorporated herein as part of Attachment C.

VIII. Litigation

- A. In cases of litigation arising out of this contract between COUNTY and CONTRACTOR, the prevailing party shall be entitled to reasonable attorney's fees.
- B. CONTRACTOR shall give COUNTY immediate notice in writing of any action or suit filed and prompt notice of any claim made against CONTRACTOR by any subcontractor or vendor which, in the opinion of CONTRACTOR, may result in litigation related in any way to this agreement.

IX. Early Termination

- A. Violation of any of the rules, procedures, attachments, or terms of this contract shall, at the option of either party, be cause for termination of this contract, and unless and until corrected, of funding support by COUNTY and services by CONTRACTOR, or be cause for placing conditions on said funding and/or services, which may include withholding or reduction of funds. Waiver by either party of any violation of this contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this contract.

Such violations by CONTRACTOR include but are not limited to: failure to file complete, timely , and accurate reports, audits, and inventory records; failure to comply with applicable work plans and failure to comply with directives and instructions received from a funding source.

- B. This contract may be terminated by either party by thirty (30) days written notice to the other party.
- C. Immediate termination by COUNTY may occur under any of the following conditions:
 - 1. Upon notice of denial, revocation, suspension or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service element under this contract.
 - 2. Upon notice if CONTRACTOR fails to start up services on the date specified in contract between COUNTY and CONTRACTOR, or if CONTRACTOR fails to continue to provide services for the entire contract period.
 - 3. Upon notice if COUNTY has evidence that CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff or the public.
 - 4. If the agreement between COUNTY and any funding sources for provision of services is terminated in whole or in part by the funding source for any reason.

5. Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.
 6. If County funding from an applicable funding source is not obtained or is suspended, reduced or eliminated.
 7. Upon evidence of improper or illegal use of funds provided under this contract.
 8. If CONTRACTOR (a) applies for or consents to the appointment of, or the possession of by, a receiver, custodian, trustee, or liquidator of itself its property, (b) admits in writing its inability, or is generally unable to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or involvement, (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy;
 9. If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal department or agency.
- D. In the event of termination of this agreement all unexpended money, property and finished or unfinished documents, data, studies, and reports purchased or prepared by CONTRACTOR under this agreement shall be returned to the COUNTY within 60 days of written notice.
- E. Upon issuance of the notice to terminate this agreement, COUNTY may require that all expenditures be suspended upon delivery of said notice and any additional expenditures must have prior approval by COUNTY. CONTRACTOR shall be entitled to compensation for any unreimbursed expenses reasonably or necessarily incurred in satisfactory performance of this agreement and within its approved work plans and approved budgets prior to receipt of a termination notice pursuant to this section, or, if COUNTY does not require suspension of expenditures upon receipt of the termination notice, prior to the effective date of the termination

Notwithstanding the above, CONTRACTOR shall not be relieved of its liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this agreement by CONTRACTOR. COUNTY may withhold any reimbursement to CONTRACTOR for the purpose of compensation for damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.

- F. Termination under any provision of this section shall not affect any right, obligations or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

X. Withholding/Reduction of Contract Payments

Notwithstanding any other payment provision of this contract COUNTY may withhold all payments due the CONTRACTOR under this agreement if CONTRACTOR violates any provision of this agreement including, but not limited to: (1) submission of complete, accurate and timely program, audit, or financial reports; (2) compliance with federal audit standards; and (3) repayment of disallowed costs.

Such withholding of payment for cause, may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of CONTRACTOR. If payment is to be delayed, COUNTY will inform CONTRACTOR within two (2) working days of the date of the decision to take this action.

XI. Contract Modification

- A. In the event that COUNTY's contract obligation is modified by funding source initiated change, COUNTY may modify this contract through written notification of changes sent to CONTRACTOR by mail. CONTRACTOR shall acknowledge receipt of modification through written notification sent to COUNTY within ten (10) working days of receipt of COUNTY's modification letter.
- B. In the event of COUNTY or CONTRACTOR initiated contract changes, COUNTY shall modify this contract through COUNTY's modification process and written notification of the changes sent to CONTRACTOR by mail. CONTRACTOR shall acknowledge approval of the modification by affixing appropriate signatures on modification document and returning document to COUNTY within fifteen (15) working days of receipt.

XII. Cooperative Planning Requirements

CONTRACTOR agrees to attend and participate in all meetings and planning efforts instigated by COUNTY and to provide all data which may be required by COUNTY.

XIII. Program Reporting Requirements

CONTRACTOR shall prepare and furnish such plans, work plans, data, descriptive information and reports as may be requested by the COUNTY as needed to comply with state or federal requirements. CONTRACTOR agrees to, and does hereby grant the COUNTY the right to reproduce, use, and disclose all or part of the plans, reports, data, and technical information furnished the COUNTY.

XIV. Monitoring

- A. COUNTY is responsible for services provided by CONTRACTOR to ensure that all services conform as applicable to funding source and COUNTY standards and other performance requirements specified in this agreement. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility.
- B. CONTRACTOR will be subject to a financial contract compliance review during the period of the contract. CONTRACTOR shall abide by such financial procedures as may be specified in writing by COUNTY, under the Single Audit Act of 1984 (PL 98-502) and funding source contracts. COUNTY is responsible for monitoring fiscal performance of CONTRACTOR, as well as compliance with the terms of this contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility. However, this contract does not act as a limitation on the authority of COUNTY to pursue any legal and administrative remedies available to it.

XV . Confidentiality

All client information obtained by the CONTRACTOR in the performance of this agreement shall be considered confidential and not divulged for any purpose not directly connected with the administration of the program, or monitoring/evaluation by COUNTY except upon written consent of the recipient or the recipient's attorney, responsible parent, or guardian. The COUNTY and its subcontractors will share information only to the extent necessary to effect services for clients. CONTRACTOR'S personnel having access to information pertaining to recipients of services shall complete, sign, and retain for three years a non-disclosure agreement. Nothing, however, prohibits the disclosure of information in summaries, statistical, or other forms, which do not identify particular individuals.

XVI. Fiscal Requirements

- A. CONTRACTOR will be reimbursed on a cost reimbursement basis according to the schedule as set forth in Section I. SERVICES UNDER REIMBURSEMENT. Any costs incurred by CONTRACTOR over and above the agreed sum shall be at the sole risk and expense of CONTRACTOR.
- B. All final requests for payment shall be received within forty-five (45) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time period shall not be processed and the expense shall be the sole responsibility of CONTRACTOR.
- C. Expenditures of the CONTRACTOR may be charged to this contract only if they are: (1) In payment for services performed under this contract; (2) Performed in conformance with all applicable state and federal regulations and statutes; (3) In payment of an obligation incurred during the contract period; and (4) Not in excess of one hundred percent of allowable program costs. Any refunds to the federal government resulting from federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within ten working days of receipt of formal notification of disallowance of CONTRACTOR expenditures.
- D. Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract overpayments, and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation to reasonable attorney's fees.

XVII. Audit Requirements

- A. CONTRACTOR shall permit authorized representative of COUNTY, and as applicable of State Community Services, the Secretary of State's Office of the State of Oregon and its Division of Audits, and the applicable audit agencies of the United States government, to have free access to the books, documents, papers, audits and records of the CONTRACTOR which are directly pertinent to this agreement, for the purpose of making audits, examination, excerpts, and transcripts; or to make such review of the records of CONTRACTOR that these entities may deem necessary to satisfy audit and/or program evaluation purposes. CONTRACTOR shall permit authorized representatives of COUNTY and/or applicable funding sources to site visit all programs and activities funded in whole or in part by this agreement.
- B. Within two weeks of its issuance date, but in no case later than 150 days after the end of the CONTRACTOR's fiscal year, CONTRACTOR shall provide to COUNTY a copy of the Portland State University section of the Report of the Controller for the Oregon State System of Higher Education, which shall list all receipts and expenditures, from whatever source, whether cash or non-cash.

XVIII Retention of Records

All books, documents, papers, or other records, including but not limited to client records, income documentation, statistical records, and supporting documents pertinent to this agreement, shall be retained for three years from the date of expiration or termination of this contract. If, however, any audit questions remain unresolved at the end of this three year period, all records must be retained until resolution. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

XIX. Integration

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

XX. CONTRACTOR STATUS

- A. CONTRACTOR certifies that the work performed under this agreement is that of an independent contractor and that CONTRACTOR is not an officer, employee or agent of the County as those terms are used with respect to work performed under this agreement. CONTRACTOR agrees that insurance coverage, whether purchased or by self-insurance, for CONTRACTOR'S agent, employees and subcontractors is the sole responsibility of CONTRACTOR.
- B. CONTRACTOR certifies that is is not employed by or contracting with the federal government for the work covered by this agreement.

- C. CONTRACTOR certifies that is not ineligible to enter into a contract involving federal funds by virtue of any of the reasons specified in Attachment B hereto and by this reference incorporated herein.

XXI. SUBCONTRACTS

- A. CONTRACTOR shall not enter into any subcontract without prior written approval of the COUNTY.
- B. CONTRACTOR shall have a written contract with each subcontract entity. All subcontracts must be executed prior to the first day of service, unless prior written approval has been granted by the COUNTY. CONTRACTOR agrees to furnish a copy of each subcontract to the COUNTY upon request.
- C. At a minimum all subcontract agreements must specify:
- (1) That SUBCONTRACTOR shall comply with all applicable provisions of the agreement between CONTRACTOR and the COUNTY.
 - (2) That SUBCONTRACTOR shall comply with all applicable federal, state, county and local statutes, rules, regulations, policies, guidelines, requirements and funding criteria governing services, facilities, and operations; and
 - (3) That SUBCONTRACTOR is an independent contractor and not an agent of the COUNTY or CONTRACTOR. The SUBCONTRACTOR shall indemnify, defend and hold harmless the State of Oregon, and the COUNTY and their officers, agents, and employees, from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the SUBCONTRACTOR, their own subcontractors or the employees of either; or on account of or in consequence of carrying out the terms of the subcontract; or because of any act or omission, neglect or misconduct of the SUBCONTRACTOR.
- E. CONTRACTOR shall be responsible for monitoring and auditing the activities of its subcontractors at least annually and as frequently as necessary to ensure that all regulations are being complied with and that funds are being spent for authorized purposes.

- F. Responsibility for program integrity shall rest with the CONTRACTOR. Any disallowed costs on the part of the subcontractors, due to error or otherwise, will be considered to be disallowed costs of the CONTRACTOR. The COUNTY may recover such disallowed costs through repayment, withholding, or other means permitted by law.
- G. CONTRACTOR shall take all reasonable steps in selecting, monitoring and auditing its subcontractors to prevent misuse or management of funds delegated under this agreement. CONTRACTOR shall take all reasonable action against its subcontractors, at CONTRACTORS expense, to recover any funds misused, mismanaged or misspent.
- H. Any funds disallowed either upon request for reimbursement or as a result of any audits, review or site visit shall not be paid by the COUNTY, provided that the disallowed costs did not arise from the acts of COUNTY. CONTRACTOR shall be given an opportunity to demonstrate that any proposed disallowance is in error. If a cost is disallowed after reimbursement has occurred, CONTRACTOR shall make repayment of such costs within thirty (30) days of receipt of formal notice of disallowance of such expenditure(s).

XXII. CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence 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 federally 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 federal contract, grant, loan, or cooperative agreement.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XXIV. Contractor Publicity

CONTRACTOR shall reference the Multnomah County Aging Services Division and the Community Action Program Office as a funding source in all flyers and brochures that advertise the contracted services program, as approved by the COUNTY.

XXV. Return of Resources

Upon termination, CONTRACTOR agrees to transfer back to COUNTY and/or the state of Oregon any unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased with COUNTY funds as directed by COUNTY and/or the state of Oregon. All property purchased with COUNTY funds is the property of COUNTY.

XXVI. Special Federal Requirements

CONTRACTOR agrees to comply with all relevant portions of Attachment A Assurances and Attachment B Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Attachments A and B are binding on the CONTRACTOR, its successors, transferees, and assignees as well as the persons whose signature appears on the Attachments and who is authorized to sign on behalf of the CONTRACTOR.

In witness whereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY, OREGON

By William B. Savery 8/23/90
Community Action Program Office
Manager

By _____
C. William Savery Date

By Jim McConnell 8/23/90
Aging Services Division
Director

By _____
Gladys McCoy Date
Multnomah County Chair

By _____
J. D. Kenton, Director Date
Office of Business Affairs

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County

By _____
Date

BUDGET MODIFICATION NO. DA 1(For Clerk's Use) Meeting Date SEP 13 1990Agenda No. R-81. REQUEST FOR PLACEMENT ON THE AGENDA FOR 9/11/90

(Date)

DEPARTMENT District AttorneyDIVISION Anti-GangCONTACT Kelly BaconTELEPHONE 248-3105*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Kelly Bacon**SUGGESTED****AGENDA TITLE** (to assist in preparing a description for the printed agenda)

Gang Prosecution Project Grant

(Estimated Time Needed on the Agenda) 2 minutes

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☐ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This is a new grant for the Multnomah County District Attorney's Office for an assistant Attorney General to prosecute criminal gang cases as part of the gang prosecution project. Indirect costs are not allowed by the grantor.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

This grant provides \$41,025 in new grant revenue.

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

(Specify Fund) Contingency before this modification (as of _____) (Date)

\$ _____

After this modification

\$ _____

Originated By

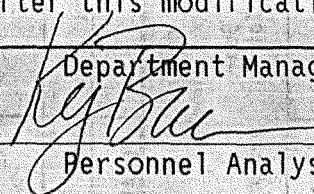
Date

Lisa Moore

8/30/90

Department Manager

Date

30 Aug 90

Budget Analyst

Date

David C. Warren


8/31/90

Personnel Analyst

Date

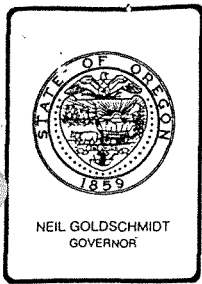
Board Approval

Date

9-13-90

| EXPENDITURE TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____ | | | | | | | | | | | | |
|--|--------|------|--------|--------------|----------|--------------------|--------|----------------|----------------|----------------------------|-----------|---|
| Document Number | Action | Fund | Agency | Organization | Activity | Reporting Category | Object | Current Amount | Revised Amount | Change Increase (Decrease) | Sub-Total | Description |
| | | 156 | 023 | 2447 | | | 6060 | - | 41,025 | 41,025 | | Pass through to fund Asst ^{AG} |
| | | 100 | 023 | 2447 | | | 7100 | | 287 | 287 | | Indirect |
| | | 100 | 023 | | | | 7608 | | 287 | | | |
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| TOTAL EXPENDITURE CHANGE | | | | | | | | | | 41,312 | | TOTAL EXPENDITURE CHANGE |

| REVENUE TRANSACTION RB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____ | | | | | | | | | | | | |
|--|--------|------|--------|--------------|----------|--------------------|----------------|----------------|----------------|----------------------------|-----------|---------------------------|
| Document Number | Action | Fund | Agency | Organization | Activity | Reporting Category | Revenue Source | Current Amount | Revised Amount | Change Increase (Decrease) | Sub-Total | Description |
| | | 156 | 023 | 2447 | | | | - | 41,025 | 41,025 | | New grant revenue from |
| | | 156 | 023 | 2447 | | | 7601 | | 287 | 287 | | the State of Oregon |
| | | 100 | 045 | 7410 | | | 6602 | | 287 | | | Criminal Justice Division |
| | | | | | | | | | | | | to fund the Gang Prosecut |
| | | | | | | | | | | | | Project |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| TOTAL REVENUE CHANGE | | | | | | | | | | 41,025 | | TOTAL REVENUE CHANGE |



Criminal Justice Services Division

155 COTTAGE STREET NE, SALEM, OREGON 97310 PHONE (503) 378-4123

M E M O R A N D U M

TO: FY 1990 Anti-Drug Abuse Grantees

FROM: ~~Harry~~ Harry Edminster
Federal Grants Manager

RE: Grant Award Packet

DATE: August 15, 1990

Enclosed for your review is your FY 1990 Grant Award Packet. It contains the following materials:

1. Grant Award Notice - pg. 1
2. Award Continuation Sheet (Special Conditions) - pg. 2, 3, & 4
3. Specific Evaluation Strategy (Applicable to certain grants)
4. Appendix 1 - Sample Detail Expense Summary
5. Financial Status Report

1. Grant Award Notice: Please review the notice for official Grant Number and grant award amount. Please have your Authorized Grantee Official sign and date on line 13.
2. Award Continuation Sheet: Pages 2 through 4 contain Special Conditions under which this grant may function. Review carefully lines 1 through 7. Some grantees have additional Specific Conditions (Nos. 8 and 9) which must be completed by the grantee before any monies can be awarded.
3. Specific Evaluation Strategy: Some grantees are involved in a Statewide Evaluation. This document highlights the manner in which these grantees will collect data. (Grantees should read No. 8 to see if this condition is applicable to your program.)
4. Appendix 1: Please review No. 3, page 2, Special Conditions for explanation.

Grantees
Page 2
August 15, 1990

5. Financial Status Report: In order to receive reimbursement for expenditures claimed under this grant, each grantee must complete a Financial Status Report. Instructions on how to complete this report can be found on its reverse side. (Remember: Financial Status Reports will be returned if not completed properly and accompanied by Detail Expense Summary Sheet as shown in Appendix 1.

Once you have completely reviewed your Grant Award Packet, please have an authorized official sign and date the document on line 13 and return to the following:

Harry E. Edminster
Federal Grants Manager
Criminal Justice Services Division
155 Cottage St., NE
Salem, OR 97310

We will return to you a copy of the completed document.

Thank you for your cooperation. Should you have any questions, please feel free to contact me.

HEE/jr/fy1990

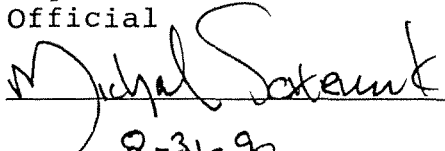
FY 1990 GRANT AWARD

NOTICE

-
1. Grantor:
State of Oregon
Executive Department
Criminal Justice
Services Division
155 Cottage St., NE
Salem, OR 97310
 2. Grantee: Multnomah County
Name: District Attorney
Address: Multnomah Co., Portland
Contact Person: Kelly Bacon
 3. Grant Number:
D90-03-08
 4. Award Date: August 15, 1990
 5. Project Period: 7/1/90
6/30/91
(Extensions will be granted)
 6. Action:
Initial X
Supplemental
 7. Previous Amount Awarded 0
Amount of 1990 Award 41,025
Total 41,025
 8. Project Title: Gang
Prosecution
FY-1990 Drug Control &
System Improvement Formula
Grant Program.
 9. Method of Payment:
(REIMBURSEMENT WITH PROOF OF
EXPENSES.)
 10. Name and Title of
Approving Official

Robert A. Jackson
Administrator
 12. Name and Title of Authorized
Grantee Official

Michael Schrunk
Multnomah County District Attorney
Portland, OR
 11. Signature of Approving
Official

Date
 13. Signature of Authorized Grantee
Official

8-31-90 Date
 14. THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR
LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

AWARD CONTINUATION SHEET

Project No: D90-03-08

Award Date: August 15, 1990

SPECIAL CONDITIONS

1. All subgrantees must submit pertinent, statistical, and narrative reports on a quarterly basis. The deadlines for those reports are the following:
 - a. First Quarter: (July, August, September)
Report Due: OCTOBER 30
 - b. Second Quarter: (October, November, December)
Report Due: JANUARY 30
 - c. Third Quarter: (January, February, March)
Report Due: APRIL 30
 - d. Fourth Quarter: (April, May, June)
Report Due: AUGUST 30

Reimbursements for expenses may be withheld if reports are not submitted in a timely fashion. (Grants Administration staff will be available at any time to assist subgrantees in completion of this reporting requirement.)

2. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all subgrantees receiving federal funds, including, but not limited to both: state, local, county governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and, (2) the dollar amount of federal funds for the project or program.
3. When submitting Financial Status Reports for reimbursement under this program, all subgrantees must submit documentation and proof of expenses in order to receive payment. A Financial Status Report financial summary sheet is included as an Appendix No. 1 to this letter.

APPENDIX A
DETAIL EXPENSE SUMMARY

| VOUCHER/ April 1990 | LINE ITEM | COST | TOTAL |
|--|---|------------|-------------|
| B91 | Battery X-change/New Batteries | | |
| | Auctioned Vehicles | \$ 54.00 | |
| B92 | Repay C/A DMV Salem, ID/Per Diem | 110.00 | |
| B93 | Repay C/A Investigations | 750.00 | |
| B94 | Repay C/A Regist. Homicide School | 120.00 | |
| B95 | Oregon Paging/Pager Rental | 164.50 | |
| B96 | WSIN/Regist. June Conference (3) | 225.00 | |
| B97 | Repay (per diem) | 28.00 | |
| B98 | XYZ Photo | 16.30 | |
| B99 | 123 Office Supply | 2.99 | |
| B100 | ABC Security/Trap-Trace | 185.00 | |
| B101 | Western Shores | 7.65 | |
| B102 | ABC Security/Trace-Subpoena | 116.22 | |
| B103 | Stationery Co. | 15.65 | |
| B104 | 123 Office Supply | 79.09 | |
| B105 | Sec. of State/Corporate Commission | 27.00 | |
| | (Info. for Federal Trail/Investigation) | | |
| B106 | Co. Commissioners/phone-postage | 237.87 | |
| ----- | | | |
| TOTAL MISC EXPENSES FOR APRIL 1990..... | | | \$2,139.27 |
| PERSONNEL EXPENSES FOR APRIL 1990.....Total Hours Worked | | | |
| | Coordinator (Employee name) | \$2,625.00 | |
| | Prosecutor (Employee name) | 2,988.00 | |
| | Analyst (Employee name) | 1,433.00 | |
| | Benefits | 2,818.40 | |
| ----- | | | |
| TOTAL PERSONNEL EXPENSES FOR APRIL 1990..... | | | \$9,864.40 |
| TOTAL EXPENSE FOR MONTH OF APRIL 1990..... | | | \$12,003.67 |

REVENUE, APRIL 1990

| | |
|--|-------------|
| Cash Carryover March 1990 | \$33,456.21 |
| Restitution/ | 80.00 |
| Restitution/ | 40.00 |
| Restitution/ | 50.00 |
| Restitution/ | 20.00 |
| Forfeiture/ | 405.30 |
| Donation/ | 4,000.00 |
| Donation/ | 5,000.00 |
| Forf. Veh. Sale | 5,000.00 |
| Forf. Veh. Auction | 7,072.65 |
| Fed Block Grant (February) | 7,584.96 |
| Fed Block Grant (March) | 8,132.66 |
| ----- | |
| TOTAL REVENUE EXPENSES FOR APRIL 1990..... | \$9,864.40 |

AWARD CONTINUATION SHEET (cont.)

4. Equipment Purchases: All grants awarded through the Criminal Justice Coordinator (CJC) that include purchases of non-expendable personal property with a unit cost of at least \$1,000.00 must be itemized on the grant application. "Unit cost" is the total expenditure amount for all components of a system that may be bought separately but is used as a single piece of equipment (e.g., a computer, monitor, and keyboard). "Non-expendable personal property" are tangible items having a useful life of more than one year. At the time of purchase, the subgrantee will provide to CJC an itemized list of that equipment purchased that includes the item's description, purchase price, and a unique identifying number.

5. Training Expenses: No grant funds may be used for out-of-state training of grant personnel without the prior written authorization of CJC. Such authorization will be given after determining that equivalent training is not available in state. Requests for out-of-state training should include a copy of the training agenda. Regardless of whether the training occurs in state or out of state, the per diem costs must not exceed those allowed by the State of Oregon.

If a grant program desires to contract with a provider for training, the contract must be approved by CJC.

For in-house training, the grant application shall describe the topics to be covered and the officers that may attend.

CJC will provide training utilizing BJA/T/TA resources as they are available.

6. Indirect Costs: Indirect costs are not allowable unless the subgrantee has on file with the CJC a cost allocation plan approved by the federal government in compliance with all applicable circulars. Indirect costs are then limited to the lower of the approved plan or ten (10) percent.

AWARD CONTINUATION SHEET (cont.)

7. Subgrant Adjustments: The following changes may be made in a subgrant program after final approval is given by the Criminal Justice Coordinator:
- a. Grant period extensions.
 - b. Minor budget adjustments.
 - c. Personnel changes.
 - d. Minor programmatic changes.

These changes must be requested in writing and explain the need for the change, justification, and exactly what is being amended. Programmatic changes are limited to the scope of the approved program (i.e., a treatment program could not request to become a prosecution program).

8. Grantee agrees to submit a revised budget, budget narrative, and cover page with revised budget figures. These revised budget figures must reflect the federal grant award amount on line 7, page 1 of this document.

jr/notices.g3)

| | |
|-------------------------------------|-------------|
| TOTAL REVENUE FOR APRIL 1990 | \$71,353.28 |
| TOTAL EXPENSES FOR APRIL 1990 | \$12,003.67 |
| ----- | |
| ENDING BALANCE FOR APRIL, 1990..... | \$59,349.61 |