

Portland, Oregon

FINANCIAL IMPACT and PUBLIC INVOLVEMENT STATEMENT For Council Action Items

(Deliver original to Financial Planning Division. Retain copy.)

| | | |
|---|--|--|
| 1. Name of Initiator Rich Newlands | 2. Telephone No. X37780 | 3. Bureau/Office/Dept. PBOT/ PMD |
| 4a. To be filed (date): November 2, 2011 | 4b. Calendar (Check One) Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> 4/5ths <input type="checkbox"/> | 5. Date Submitted to Commissioner's office and FPD Budget Analyst: October 21, 2011 |
| 6a. Financial Impact Section: <input checked="" type="checkbox"/> Financial impact section completed | 6b. Public Involvement Section: <input checked="" type="checkbox"/> Public involvement section completed | |

1) Legislation Title:

Amend an Intergovernmental Agreement with the Oregon Department of Transportation to increase the amount of grant funding for pedestrian safety improvements at the intersection SE 82nd Ave and Francis. (Ordinance; amend Contract No. 30000599)

2) Purpose of the Proposed Legislation:

Increase the budget to cover cost-overruns of a completed project.

3) Which area(s) of the city are affected by this Council item? (Check all that apply—areas are based on formal neighborhood coalition boundaries)?

- | | | | |
|--|---|------------------------------------|---|
| <input type="checkbox"/> City-wide/Regional | <input type="checkbox"/> Northeast | <input type="checkbox"/> Northwest | <input checked="" type="checkbox"/> North |
| <input type="checkbox"/> Central Northeast | <input checked="" type="checkbox"/> Southeast | <input type="checkbox"/> Southwest | <input type="checkbox"/> East |
| <input type="checkbox"/> Central City | | | |
| <input type="checkbox"/> Internal City Government Services | | | |

FINANCIAL IMPACT

4) Revenue: Will this legislation generate or reduce current or future revenue coming to the City? If so, by how much? If so, please identify the source.

Yes. \$20,600. This is the additional amount to be added to the existing grant budget of \$60,000. The new total amount will be \$82,600.

5) Expense: What are the costs to the City related to this legislation? What is the source of funding for the expense? (Please include costs in the current fiscal year as well as costs in future years. If the action is related to a grant or contract please include the local contribution or match required. If there is a project estimate, please identify the *level of confidence*.)

None. The current IGA provides the funding for design engineering and construction.

6) Staffing Requirements:

- **Will any positions be created, eliminated or re-classified in the current year as a result of this legislation?** *(If new positions are created please include whether they will be part-time, full-time, limited term, or permanent positions. If the position is limited term please indicate the end of the term.)*
No.
- **Will positions be created or eliminated in future years as a result of this legislation?**
No.

(Complete the following section only if an amendment to the budget is proposed.)

7) Change in Appropriations *(If the accompanying ordinance amends the budget please reflect the dollar amount to be appropriated by this legislation. Include the appropriate cost elements that are to be loaded by accounting. Indicate "new" in Fund Center column if new center needs to be created. Use additional space if needed.)*

| Fund | Fund Center | Commitment Item | Functional Area | Funded Program | Grant | Sponsored Program | Amount |
|-------------|--------------------|------------------------|------------------------|-----------------------|--------------|--------------------------|---------------|
| | | | | | | | |
| | | | | | | | |
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| | | | | | | | |

[Proceed to Public Involvement Section — REQUIRED as of July 1, 2011]

PUBLIC INVOLVEMENT

8) Was public involvement included in the development of this Council item (e.g. ordinance, resolution, or report)? Please check the appropriate box below:

- YES:** Please proceed to Question #9.
- NO:** Please, explain why below; and proceed to Question #10.

9) If "YES," please answer the following questions:

a) What impacts are anticipated in the community from this proposed Council item?

b) Which community and business groups, under-represented groups, organizations, external government entities, and other interested parties were involved in this effort, and when and how were they involved?

c) How did public involvement shape the outcome of this Council item?

d) Who designed and implemented the public involvement related to this Council item?

e) Primary contact for more information on this public involvement process (name, title, phone, email):

10) Is any future public involvement anticipated or necessary for this Council item? Please describe why or why not.


BUREAU DIRECTOR **TOM MILLER**, Director of Transportation

**AMENDMENT NUMBER 01
WALKWAY/BIKEWAY PROJECT AGREEMENT
2008 Quick Fix Project
Pedestrian Crossing at 82nd Avenue and Francis Street
Hwy 213N - City of Portland**

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "ODOT," and the **CITY OF PORTLAND**, acting by and through its elected officials, hereinafter referred to as "CITY," entered into an Agreement on June 12, 2009. Said Agreement covers the funding of a CITY Project to design and construct pedestrian crossing improvements on OR 213N with the intersection of Francis Street, approximately M.P. 5.00 to M.P. 5.03.

It has now been determined by ODOT and CITY that the Agreement referenced above shall be amended to add funding to the Project, to extend the Project completion and termination date, and to update language in the Agreement. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

RECITALS, Paragraph 4, Page 1, which reads:

4. ODOT established a Bicycle and Pedestrian Program fund in the STIP to meet the minimum requirement of 1 percent requirement of State Highway funds to be spent on Pedestrian and Bicycle facilities. The 06-09 STIP programs \$22.3 million for the Bicycle and Pedestrian Program, allocated to three (3) programs: Grants, Sidewalk Improvement Programs and Quick Fixes.

Shall be deleted in its entirety and replaced with the following:

4. ODOT established a Bicycle and Pedestrian Program fund in the Statewide Transportation Improvement Program (STIP) to meet the minimum requirement of one (1) percent requirement of State Highway funds to be spent on Pedestrian and Bicycle facilities. The 10-13 STIP programs \$27.2 million for the Bicycle and Pedestrian Program, allocated to three (3) programs: Grants, Sidewalk Improvement Programs and Quick Fixes.

TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:

2. ODOT shall fund the Project in an amount not to exceed \$60,000 in Quick Fix Bicycle and Pedestrian Program Funds CITY shall be responsible for any portion of the Project which is not covered by ODOT funding.

Shall be deleted in its entirety and replaced with the following:

2. CITY has determined that the total cost of the Project is estimated to be \$80,652. ODOT shall fund the Project in an amount not to exceed \$80,652. CITY shall be responsible for any portion of the Project which is not covered by state funding.

TERMS OF AGREEMENT, Paragraph 3, Page 2, which reads:

3. The work is to begin upon execution of this Agreement by all Parties and be completed no later than December 31st, 2010. The Agreement will terminate six (6) months after that date unless extended by a fully executed amendment. Maintenance responsibilities shall survive any termination of this Agreement.

Shall be deleted in its entirety and replaced with the following:

3. The work is to begin upon execution of this Agreement by all Parties and shall be completed no later than August 31, 2011. This Agreement will terminate six (6) months after that date unless extended by a fully executed amendment. Maintenance responsibilities shall survive any termination of this Agreement.

CITY OBLIGATIONS, Paragraph 3, Page 2, which reads:

3. CITY shall submit a copy of the plans and specifications to ODOT through the ODOT District 2B Office, Region 1 Traffic and the ODOT Bicycle and Pedestrian Program Manager for review and concurrence prior to advertising for a construction contract, if contractor constructing for CITY, or prior to construction if CITY forces performs the construction work. Concurrence must be received from both ODOT offices prior to proceeding with the Project. The Project design, signing, and marking shall be in conformance with the current Oregon Bicycle and Pedestrian Plan.

Shall be deleted in its entirety and replaced with the following:

3. CITY shall submit a copy of the plans and specifications to ODOT through the ODOT District 2B Office and the ODOT's Pedestrian and Bicycle Program Manager for review and concurrence prior to advertising for a construction contract or, if CITY forces will perform the construction work, prior to construction. Concurrence must be received from both ODOT offices prior to proceeding with the Project. The Project design, signing and marking shall be in conformance with the current Oregon Bicycle and Pedestrian Plan and shall comply with the most current Americans with Disabilities Act (ADA) guidelines.

CITY OBLIGATIONS, Paragraph 9, Pages 3-4, which reads:

9. The Special Provisions for the construction contract work for this Project shall include the following stipulations:

CITY/ODOT
Agreement No. 25083-01

- a. Contractor shall indemnify ODOT and CITY and name ODOT and CITY as a third party beneficiaries of the resulting contract, and to obtain and keep in effect during the term of the contract Comprehensive or Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury coverage; contractual liability coverage for the indemnity provided under this Agreement and products/completed operations liability.
- b. Contractor shall indemnify, defend and hold harmless CITY, ODOT of Oregon and Oregon Department of Transportation and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, sub-contractors, or agents under this Contract.
- c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to ODOT and CITY. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than \$ 1,000,000 for each job site or location. Each annual aggregate limit shall not be less than \$ 2,000,000.
- d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.
- e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the Contract shall include ODOT and CITY and its divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the Contractor or its

insurer(s) to ODOT and CITY. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

Shall be deleted in its entirety and replaced with the following:

9. If CITY enters into a construction contract for performance of work on the Project, then CITY will require its contractor to provide the following:
 - a. Contractor shall indemnify, defend and hold harmless ODOT from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the activities of Contractor or its officers, employees, subcontractors or agents under the resulting contract.
 - b. Contractor and CITY shall name ODOT as a third party beneficiary of the resulting contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to ODOT. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.
 - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.
 - e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include ODOT and its divisions, officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under the resulting contract. Coverage will be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor or its insurer(s)

to ODOT. Any failure to comply with the reporting provisions of this clause will constitute a material breach of the resulting contract and will be grounds for immediate termination of the resulting contract and this Agreement.

CITY OBLIGATIONS, Paragraphs 10 and 11, Page 4, which reads:

10. CITY shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation, its officers and employees from any and all claims, suits, and liabilities which may occur in the performance of this Project.
11. Notwithstanding the foregoing defense obligations, CITY shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that CITY is prohibited from defending the State of Oregon, or that CITY is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against CITY if the State of Oregon elects to assume its own defense.

Shall be deleted in its entirety and replaced with the following:

10. CITY shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of CITY's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the ODOT, be indemnified by the contractor and subcontractor from and against any and all Claims.
11. Any such indemnification shall also provide that neither the CITY's contractor and subcontractor nor any attorney engaged by CITY's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in

the event that it determines that CITY's contractor is prohibited from defending the State of Oregon, or that CITY's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against CITY's contractor if the State of Oregon elects to assume its own defense.

CITY OBLIGATIONS, Paragraph 12, Page 4, which reads:

12. CITY shall be responsible for all costs not covered by ODOT funding. ODOT funding is limited to \$60,000.

Shall be deleted in its entirety and replaced with the following:

12. CITY shall be responsible for all costs not covered by ODOT funding. ODOT funding is limited to \$80,652.

CITY OBLIGATIONS, Paragraph 14, Page 4, which reads:

14. All employers, including CITY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage unless such employers are exempt under ORS 656.126. CITY shall ensure that each of its subcontractors complies with these requirements.

Shall be deleted in its entirety and replaced with the following:

14. All employers, including CITY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. CITY shall ensure that each of its contractors complies with these requirements.

CITY OBLIGATIONS, Insert new 18, to read as follows:

18. CITY notified ODOT when it was prepared to proceed with the development of Project and initiated ODOT's initial deposit, as listed under ODOT Obligations, Paragraph 3.

ODOT OBLIGATIONS, Paragraph 3, Page 5, which reads:

3. Upon receipt of notification that the CITY is prepared to proceed with the development of Project, ODOT shall deposit with CITY the sum of \$30,000, such amount being equal to 50 percent of the ODOT's share of the estimated Project costs. Upon completion of Project, inspection and approval by ODOT staff, and receipt from CITY

of an itemized statement of the actual total cost of the Project, ODOT shall deposit with CITY a final payment, the sum of \$30,000, such amount being equal to 50 percent of the ODOT's share of the estimated Project costs. When added to the initial deposit, the final deposit will equal the ODOT's share of the originally estimated Project cost of \$60,000. Should final Project costs exceed the original estimate, extra costs shall be borne by CITY; the maximum amount of ODOT reimbursement is \$60,000. If final Project costs are less than original estimate, ODOT shall deposit with CITY a final payment in an amount which, when added to the initial deposit, would equal the ODOT's proportionate share of the originally estimated costs, based on a percentage calculated using ODOT share and local match.

Shall be deleted in its entirety and replaced with the following:

3. Upon request from the CITY, ODOT forwarded the advanced deposit sum in the amount of \$29,934.98 for the partial payment on the estimated Project costs. Upon completion of Project, inspection and approval by ODOT staff, and receipt of an itemized statement from CITY of the actual total cost of the Project, ODOT shall deposit with CITY a final payment, in the sum of \$50,717.02, such amount being equal to the balance owing of ODOT's share of the estimated Project costs. When added to the initial deposit, the final deposit will equal ODOT's share of the originally estimated Project cost of \$80,652. ODOT shall fund the project in an amount not to exceed \$80,652. City shall be responsible for any portion of the Project which is not covered by ODOT funding. If final Project costs are less than original estimate, ODOT shall deposit with CITY a final payment in an amount which, when added to the initial deposit, would equal ODOT's proportionate share of the originally estimated costs, based on a percentage calculated using ODOT share and local match.

GENERAL PROVISIONS, insert new Paragraphs 7 – 10, to read as follows:

7. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or CITY with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

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8. With respect to a Third Party Claim for which ODOT is jointly liable with CITY (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CITY in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of CITY on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of CITY on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.
9. With respect to a Third Party Claim for which CITY is jointly liable with ODOT (or would be if joined in the Third Party Claim), CITY shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of CITY on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CITY on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CITY's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
10. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

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

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

CITY/ODOT
Agreement No. 25083-01

CITY OF PORTLAND, by and through its
elected officials

By _____
Mayor

Date _____

By _____
CITY Auditor

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By *Rich Newlands*
CITY Attorney

Date 10/24/2011

CITY Contact:
Rich Newlands, Project Manager
City of Portland Transportation
1120 SW 5th Ave., Suite 800
Portland, OR 97204-1971
(503) 823-7780
rich.newlands@portlandoregon.gov

STATE OF OREGON, by and through
its Department of Transportation

By _____
Active Transportation Manager

Date _____

APPROVAL RECOMMENDED

By _____
Pedestrian and Bicycle Program Manager

Date _____

By _____
Region 1 Manager

Date _____

By _____
District 2B Manager

Date _____

ODOT Contact:
Basil Christopher
Oregon Department of Transportation
R1 Bike/Ped. Coordinator
123 N.W. Flanders Street
Portland, OR 97209
(503) 731-3261
basil.r.christopher@odot.state.or.us

ORDINANCE No.

Amend an Intergovernmental Agreement with the Oregon Department of Transportation to increase the amount of grant funding for pedestrian safety improvements at the intersection SE 82nd Ave and Francis. (Ordinance; amend Contract No. 30000599)

The City of Portland ordains:

Section 1. The Council finds:

1. On February 20, 2008, Council approved Resolution No. 36574 that adopted the 82nd Ave of Roses High Crash Corridor Safety Action Plan. Developed in cooperation with the Oregon Department of Transportation, the Plan identifies a variety of multi-modal projects and programs to improve safety along 82nd Ave of Roses.
2. The Plan identified pedestrian crossing safety as a top priority and proposes six pedestrian refuge islands along the corridor to improve safety, including SE 82nd Ave at Francis St.
3. Ordinance No. 182744 passed by Council on May 6, 2009, Contract No. 30000599, authorized the Portland Bureau of Transportation to receive a \$60,000 grant from the Oregon Department of Transportation to construct the pedestrian refuge island and rapid flash beacon at SE Francis from the Quick Fix Bicycle and Pedestrian Program.
4. The pedestrian safety improvements were completed last summer by the Portland Bureau of Transportation with a final cost of \$80,652.
5. This amendment allows the Portland Bureau of Transportation to recover the full actual cost of the improvements constructed.
6. The Bureau's level of confidence in the cost estimates for this project is Complete because the all the cost associated with design and construction are known and final.

NOW THEREFORE, The Council directs:

- a. The Mayor is hereby authorized to amend the grant for funding from the Oregon Department of Transportation for the design and construction of a pedestrian refuge island on SE 82nd Ave at Francis Street in the amount of \$80,652.
- b. The FY 2011/2012 budget is hereby amended as follows:

GRANTS FUND

Fund 217001
Business Area – TR00
Bureau Program Expenses - \$80,652

OFFICE OF THE AUDITOR

THE CITY OF PORTLAND, OREGON
OFFICE OF THE AUDITOR
1200 NE Oregon Street, Portland, Oregon 97232
503.944.3000
www.portlandauditor.org

STATE OF OREGON
OFFICE OF THE AUDITOR

NOT FOR VOW

LA VONNE GRIFFIN-VALADE
Auditor of the City of Portland
By
Deputy

Passed by the Council,

Mayor Sam Adams
Prepared by: Rich Newlands:slg
Date Prepared: Sept 6, 2011

LaVonne Griffin-Valade
Auditor of the City of Portland
By

Deputy

Agenda No.
ORDINANCE NO.
Title

Amend an Intergovernmental Agreement with the Oregon Department of Transportation to increase the amount of grant funding for pedestrian safety improvements at the intersection SE 82nd Ave and Francis. (Ordinance; amend Contract No. 30000599)

| | |
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| <p>INTRODUCED BY Commissioner/Auditor: MAYOR SAM ADAMS <i>K. Williamson on behalf of Mayor Adams</i></p> <p>COMMISSIONER APPROVAL</p> <p>Mayor—Finance and Administration - Adams</p> <p>Position 1/Utilities - Fritz</p> <p>Position 2/Works - Fish</p> <p>Position 3/Affairs - Saltzman</p> <p>Position 4/Safety - Leonard</p> <p>BUREAU APPROVAL</p> <p>Bureau: Bureau of Transportation Group Manager: Greg Jones Development & Capital Program Other: <i>Greg Jones</i></p> <p>Prepared by: Rich Newlands:slg Date Prepared: September 6, 2011 <i>RN</i></p> <p>Financial Impact & Public Involvement Statement Completed <input checked="" type="checkbox"/> Amends Budget <input type="checkbox"/> Not Required <input type="checkbox"/></p> <p>Portland Policy Document If "Yes" requires City Policy paragraph stated in document. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Council Meeting Date November 2, 2011</p> <p>City Attorney Approval</p> | <p>CLERK USE: DATE FILED <u>OCT 28 2011</u></p> <p>LaVonne Griffin-Valade Auditor of the City of Portland</p> <p>By: <i>[Signature]</i> Deputy</p> <p>ACTION TAKEN:</p> <p>NOV 02 2011 REFERRED TO COMMISSIONER OF FINANCE AND ADMINISTRATION</p> |
|--|---|

AGENDA

TIME CERTAIN
Start time: _____

Total amount of time needed: _____
(for presentation, testimony and discussion)

CONSENT *Pulled*

REGULAR
Total amount of time needed: _____
(for presentation, testimony and discussion)

| FOUR-FIFTHS AGENDA | COMMISSIONERS VOTED AS FOLLOWS: | |
|--------------------|---------------------------------|------|
| | YEAS | NAYS |
| 1. Fritz | 1. Fritz | |
| 2. Fish | 2. Fish | |
| 3. Saltzman | 3. Saltzman | |
| 4. Leonard | 4. Leonard | |
| Adams | Adams | |