#### BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING	)	
ISSUANCE OF A REQUEST FOR	)	RESOLUTION NO 00-2895
PROPOSALS FOR PERSONAL	)	
SERVICES AGREEMENT(S) FOR	)	
LAND USE PLANNING,	)	
TRANSPORTATION AND	)	
ENVIRONMENTAL ANALYSIS OF	)	
URBANIZABLE LANDS ON THE	)	Introduced by Executive Officer
EASTERN EDGE OF THE REGIONAL	)	Mike Burton
URBAN GROWTH BOUNDARY	)	

WHEREAS, Metro has been awarded a \$500,000 grant from the Federal Highway

Administration through its Transportation and Community System Preservation

("TCSP") Pilot program, and

WHEREAS, The TCSP does not require any matching funds, and

WHEREAS, The grant was awarded to allow planning for transportation, land use, and environmental impacts related to urbanization of over 6,400 acres on the far eastern edge of Metro's regional urban growth boundary, and

WHEREAS, Consultant services are needed to provide specific technical expertise and to manage the large amount of technical planning work required in a timely manner, and

WHEREAS, The Metro Code, Section 2.04.026 requires approval of all contracts for personal services for a term greater than 12 months and in an amount greater than \$50,000, and

WHEREAS, The Metro Council identified the funds for these contracts in the Metro Budget as having a "Significant Impact," thereby requiring Council approval prior to release of the Request for Proposals: now, therefore

BE IT RESOLVED,

The Metro Council hereby authorizes the issuance of the Request for Proposals (Exhibit "A") for a personal services agreement, and authorizes the Executive Officer to execute a multi-year contract(s) with the most responsive proposer(s) in a form substantially similar to that as included in Exhibit "A."

ADOPTED by the Metro Council this 17th day of February 2000.

David Bragdon, Presiding Officer

ATTEST:

Recording Secretar

Approved as to Form:

Daniel B. Cooper, General Counsel

#### REQUEST FOR PROPOSALS

#### **FOR**

## DEVELOPMENT OF A CONCEPTUAL LAND USE PLAN FOR THE DAMASCUS/ PLEASANT VALLEY AREA

(OOR-6-GM)

#### I. INTRODUCTION

The Growth Management Services Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for a team of consultants to carry out a project entitled "Development of a Conceptual Land Use Plan for the Damascus Pleasant Valley Area." Proposals will be due no later than 3:00 p.m., March 15, 2000 in Metro's Growth Management Services Department at 600 NE Grand Avenue, Portland, OR 97232-2736. Details concerning the project and proposal are contained in this document. Metro reserves the right in this Request for Proposals (RFP) to enter into agreements with one or more proposers for all or a portion of the work described herein.

The funds for this project are provided by a grant received from the Federal Highway Administration through the Transportation and Community and System Preservation Pilot Program (TCSP). The Scope of Work (Attachment A) defines the consultant tasks. It also identifies the resources and products available from Metro to support completion of the consultant tasks and local government work. The range of estimated cost for this project is \$200,000 to \$215,000.

#### II. BACKGROUND/HISTORY OF PROJECT

As the regional government for the Portland metropolitan region, Metro is responsible for managing the region's growth in conjunction with local jurisdictions. The Metro 2040 Growth Concept defines the form of regional growth and development for our region. The Growth Concept encourages compact development near existing or future transit centers to reduce land consumption and conversion of rural land to urban uses. It encourages preservation of existing neighborhoods; identifies "rural areas" as places not subject to urban growth boundary expansion and sets goals for providing permanent open space areas inside of the Urban Growth Boundary (UGB).

Metro has received funding through the TCSP program to conduct an analysis of land develop concept plans for future urban lands. The TCSP grant provides \$500,000 to address the land use, transportation and related environmental impacts of the development of over 6,400 acres of land on the eastern edge of the current UGB. Metro and the local jurisdictions that will govern these areas, the cities of Gresham and Portland and Clackamas County, will be actively involved in planning for these areas. TCSP funds will be used to accomplish the following planning goals:

- Develop land uses that ensure adequate densities and a good mix of land uses to balance access to jobs and services;
- Develop a multi-modal transportation system, which addresses the deficiencies of the current road network to provide good local and regional access for future residents and employees;
- Create an efficient circulation system within each area that has good connections to the rest of the region;
- Protect natural resource areas to enhance the viability of threatened and endangered species;
- Consider impacts of development in this area on annual flooding in the Johnson Creek watershed;
- Avoid further degradation of water quality in the upper Johnson, Rock and Richardson Creek watersheds:
- Provide densities consistent with the 2040 Growth Concept.

The funding through the TCSP grant program will be allocated among the local partners for inhouse planning and engineering work, consultants and Metro for mapping.

A companion project is being initiated by Clackamas County and is funded through the State of Oregon Transportation Growth Management (TGM) program. Clackamas County received a grant from the State of Oregon to develop a concept plan for the Damascus/ Pleasant Valley area, formerly known as Urban Reserves 6, 7, 8, 9, 10, 11 and a small portion of 5. The area includes over 4,300 acres or 6.7 square miles. The portion of Urban Reserve 5 is currently included in the UGB. The grant will also address the issue of adding more employment to address the jobs/housing issue. The jobs/housing issue is critical to the County because more than 60% of its workforce commutes out of the County for work.

The TGM grant will address all facets of the concept plan process including an essential transportation network, which is critical to urbanization of this area. Linking a transportation network with planning efforts underway in the TCSP process is important.

The timing of TGM grant roughly coincides with the work that the consultant will complete for the TCSP grant process. It is expected that the TGM grant work will be a few months behind the start of the TCSP project. The consultant selected to complete work on the TCSP project will, at a minimum, be expected to closely coordinate with the consultant selected for the Clackamas County TGM project. There is a possibility that the same consultant could be selected for both projects, although the selection process for both grants will be conducted separately.

#### III. PROPOSED SCOPE OF WORK/SCHEDULE

#### **Project Goal:**

Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described. The goal of this RFP is to have consultant coordinate planning efforts among local partners and produce several specific work tasks. The work can be divided into the following areas:

• Refine the project workplan and timeline in conjunction with local partners;

- Develop a public involvement program to address regional issues;
- ◆ Assure consistency between local partners and consultant(s) for Clackamas County TGM project;
- Assist in the refinement of land use alternatives and mapping;
- Develop a process for mediating unresolved issues between state and federal agencies and the local planning process regarding infrastructure development and natural resource protection;
   and
- Create a handbook describing the steps to complete a concept plan.

### **Key Project Outputs:**

The goal of this contract is to produce the following products:

- Copies of public involvement brochures, promotional material and press releases, as appropriate;
- Regional diagrammatic map of land uses, transportation network and natural resource and hazard areas;
- Memos summarizing environmental, transportation and land use analyses, including an approach for developing a jobs and housing balance;
- Conduct regional analysis of preliminary alternatives in conjunction with local partners;
- Memo describing a strategy for mediating issues among public agencies and for resolving issue of cumulative effect of development in environmentally sensitive areas; and
- Handbook detailing the concept planning process and model designs for development and transportation systems in environmentally sensitive areas.

A detailed description of the scope of work and schedule is contained in Scope of Work (Attachment A).

## **Tentative Project Schedule:**

March 2000: Select consultant team

April - June 2000: Finalize work plan and develop public involvement process

February 2001: Complete maps/memos for use in alternative generation

April - June 2001: Regional analysis of alternatives

July 2001: Complete mediation process and cumulative effect papers

September 2001: Finalize maps/memos for preferred alternative

February - March 2002: Complete handbook

Ongoing: Coordinate with the cities of Portland and Gresham, and

Clackamas County

#### IV. QUALIFICATIONS/EXPERIENCE

Metro is seeking a team of consultants with the following qualifications and experience:

#### 1) Assist Clackamas County with Natural Resource and Natural Hazard Identification:

#### Qualifications:

- Knowledge about Goal 5
- Knowledge about Title 3 including implementation strategies
- Knowledge about natural hazards
- Ability to coordinate data collection (Title 3 and Goal 5)

#### Experience:

- Identifying and mapping Goal 5 and Title 3 resources
- Working with cities and counties in the Metro region to implement Goal 5 and Title 3
- Identifying and mapping natural hazard areas

#### 2) Project Management, Public Involvement and Mediation Skills:

#### Qualifications:

- Ability to manage large, complex planning projects
- Knowledge of regional issues for public involvement programs
- Knowledge of mediation techniques to bring together diverse groups and interests
- Knowledge of resource protection conflicts among local, state and federal agencies

#### Experience:

- Coordinating complex, multi-jurisdictional community planning projects
- Coordinating and establishing a broader regional message with local government outreach programs
- Developing and implementing public involvement projects
- Developing mediation techniques for land use, transportation, or natural resources issues

### 3) Experience in Developing Large Scale Plans for Urbanization- Particularly in this Watershed

#### Qualifications:

- Advanced degrees in Planning, Engineering, Environmental Sciences, Landscape Architecture or Urban Design
- Knowledge about planning, transportation, public involvement and natural resources
- Ability to coordinate the development of land use concepts and generate maps representing the development areas

#### Experience:

- Developing concept plans in the Metro region, preferably in study area
- Coordinating closely with other consultant teams on a related project
- Refining land use and transportation plan alternatives
- Creating diagrammatic representations of land uses
- Designing complete communities

## 4) Experience in Developing Model Designs and Handbooks

#### Qualifications:

- Advanced degrees in Planning, Urban Design, Architecture or a related field
- Ability to reduce a complicated process to writing
- Ability to produce a product that can act as a guide for future planning efforts

#### Experience:

- Developing model handbooks for planning processes
- Developing design guidelines or documents to illustrate a process or a regulation

#### V. PROJECT ADMINISTRATION

Metro staff contact will be Ray Valone, Senior Regional Planner. Identify the contact person for your firm. Include vitae of individuals proposed for this contract.

#### VI. PROPOSAL INSTRUCTIONS

#### A. <u>Submission of Proposals</u>:

Twelve (12) copies of the proposal, printed double-sided, shall be furnished to Metro, addressed to:

Lydia Neill, Senior Regional Planner Growth Management Services Department Metro 600 NE Grand Avenue Portland, OR 97232-2736

#### B. Deadline:

Proposals will not be considered if received after 3:00 p.m., Wednesday, March 15, 2000.

#### C. RFP as Basis for Proposals:

This RFP represents the most definitive statement Metro will make concerning the information upon which proposals are to be based. Any verbal information that is

not addressed in this RFP will not be considered by Metro in evaluating the proposal. All questions relating to this RFP should be addressed to Lydia Neill at (503) 797-1830. Any questions, which in the opinion of Metro warrant a written reply or RFP amendment, will be furnished to all parties receiving this RFP. Metro will not respond to questions received after 12:00 noon on Monday, March 13, 2000.

#### D. Information Release:

All proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all proposers agree to such activity and release Metro from all claims arising from such activity.

## E. <u>Minority and Women-Owned Business Program:</u>

In the event that any subcontracts are to be utilized in the performance of this agreement, the proposer's attention is directed to Metro Code provisions 2.04.100.

Copies of that document are available from the Risk and Contracts Management Division of Administrative Services, Metro, Metro Center, 600 NE Grand Avenue, Portland, OR 97232 or call (503) 797-1613.

#### VII. PROPOSAL CONTENTS

The proposal should contain not more than twenty (20) pages of written material (excluding biographies and brochures, which may be included in an appendix), describing the ability of the consultant(s) to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

- A. <u>Transmittal Letter</u>: Indicate the project manager and assigned personnel, and state that the proposal will be valid for ninety (90) days. (1 page)
- B. <u>Approach/Project Work Plan</u>: Briefly describe how the work will be done within the given time frame and budget; include a proposed work plan and schedule. (2-6 pages)
- C. <u>Staffing/Project Manager Designation</u>: Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and their special qualifications. Include resumes of individuals proposed for this contract. (3-5 pages)

Metro intends to award this contract to a single consultant team to provide the services required. Proposals must identify a single person as project manager to work with Metro. The primary consultant must assure responsibility for any subconsultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

- D. Experience: Indicate how the team meets the experience requirements listed in Section IV of this RFP. List projects conducted over the past five years that involved services similar to those required for this project. For each of the projects include the name of the customer contact person, his/her title, role on the project and telephone number. Identify persons on the proposed team who worked on each of the projects listed, and their respective roles. (2-3 pages)
- E. <u>Cost/Budget</u>: Present the proposed cost of the project and the proposed method of compensation. List hourly rates for personnel assigned to the project, total personnel expenditures, support services and sub-consultant fees (if any). Requested expenses must also be listed. Metro has established a budget not to exceed \$215,000 and within a range from \$200,000 to \$215,000 (Two hundred fifteen thousand dollars) for this project. (1-2 pages)
- F. Exceptions and Comments: To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough, and organized. (1-2 pages)

#### VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. <u>Limitation and Award</u>: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or cancel all or part of this RFP.
- B. <u>Billing Procedures</u>: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice.
- C. <u>Validity Period and Authority</u>: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an

- individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. <u>Conflict of Interest</u>. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. <u>Contract Type:</u> Metro intends to award one or more personal services contracts for this project with the selected firm(s). A copy of the contract form is included in Attachment C.

#### IX. EVALUATION OF PROPOSALS

- A. <u>Evaluation Procedure</u>: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews will be required prior to final selection of one team.
- B. <u>Evaluation Criteria</u>: This section provides a description of the criteria and its relative importance that will be used in the evaluation of the proposals.

#### 10% Project Work Plan/Approach

- 1. Demonstrate an understanding of the project objectives and products.
- 2. Propose a realistic work plan that meets the project objectives and will produce the specified products within the project budget and timeframe. If the proposed work plan and approach are different from Metro's Scope of Work in Attachment A, indicate the tradeoffs and show how the project goals can be achieved.
- 3. Realistic and technically sound approach to project tasks, methodology and project design are clearly outlined.

## 80% Project Staffing Experience

- 1. Demonstrate that the team has experience conducting large scale planning, preferably in the subject area.
- 2. Demonstrate that the team has experience coordinating closely with local governments and other consultants to maximize the use of resources.
- 3. Demonstrate that staff have knowledge and experience with Oregon Land Use Goal 5 programs for fish and wildlife habitat, Metro Title 3 and natural resource identification.
- 4. Demonstrate an ability to draft handbooks that describe a planning process.

- 5. Demonstrate that the team can coordinate effectively with the contractor hired to complete work for the Clackamas County TGM grant. (TGM contractor will be selected through a separate process).
- 6. Demonstrate that the team has experience in urban design, land use planning, transportation and public involvement for large scale planning projects.

#### 10% Budget/Cost Proposal

- 1. Commitment to budget and schedule parameters.
- 2. Demonstrate an understanding of how to distribute budget to achieve the project goals objectives.
- 3. Demonstrate an understanding of roles (Metro and local governments), tasks and how consultant services will complement the project participants skills and abilities.

Those firms selected for an oral interview will be evaluated based on their written submission and oral interview. The weight shall be 50% based on the oral interview and 50% on the written submission to select the team.

#### X. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached personal services agreement is a standard agreement approved for use by the Metro Office of General Counsel. This is the contract the successful proposer will enter into with Metro; it is included for your review prior to submitting a proposal.

Attachments: Scope of Work, Attachment A

Draft TCSP Task Schedule, Attachment B

Sample Personal Services Agreement, Attachment C

#### Attachment A

#### SCOPE OF WORK

## 1. Description of the Work

#### **Project Goal**

Metro is seeking consultant services to assist in the coordination and development of a concept plan for the Pleasant Valley/ Damascus area as detailed in the attached work plan (see Attachment B). The goal of this 24-month work plan is to coordinate with the City of Gresham, City of Portland and Clackamas County in identifying, mapping, analyzing and developing appropriate conceptual level plan and policies to guide urbanization of this portion of the region. The area recently brought into the Urban Growth Boundary (UGB) and other areas located outside of the UGB will be included in this study. The area included within the December 1998 amendment to the UGB is anticipated to accommodate a portion of the identified need for jobs and housing within the next 20-year period. The area has numerous challenges due to its location in a sensitive watershed, topography and under-developed transportation system.

This request for contract services seeks expertise to carry out the following tasks:

- Refine the project workplan and timeline in conjunction with local partners;
- Develop a public involvement program to address regional issues;
- Assure consistency between local partners and consultant(s) for Clackamas County TGM project;
- Assist in the refinement of land use alternatives and mapping;
- Develop a process for mediating unresolved issues between state and federal agencies and the local planning process regarding infrastructure development and natural resource protection; and
- Create a handbook describing the steps to complete a concept plan.

#### **Key Project Outputs**

The goal of this contract is to produce the following products:

- Copies of public involvement brochures, promotional material and press releases, as appropriate;
- Regional diagrammatic map of land uses, transportation facilities and natural resource and hazard areas;
- Memos summarizing environmental, transportation and land use analyses, including an approach for developing a jobs and housing balance;
- Conduct regional analysis of preliminary alternatives in conjunction with local partners;
- Memo describing a strategy for mediating issues among public agencies and for resolving issue of cumulative effect of development in environmentally sensitive areas; and
- Handbook detailing the concept planning process and model designs for development and transportation systems in environmentally sensitive areas.

Consultants will work with a team of Metro staff to ensure that planning developed by local governments fulfills regional objectives of creating a connected street system that allows full implementation of 2040 Growth Concepts. The local government coordination team for this project will review all consultant products. Metro staff will be responsible for final review and product acceptance.

#### **Project Tasks**

#### Task 1: Refine the Workplan

Revise workplan and timeline to provide more detail. Define consultant's role in coordination and development of a public involvement program.

- a. Define products in detail.
- b. Develop a schedule for releasing draft and final products.
- c. Identify additional tasks the consultant can perform to assist local governments.

**Product**: Detailed work program to carry out all tasks and complete the project within 18-24 months.

#### Task 2: Develop a Regional Public Involvement Program

Develop and coordinate a regional public involvement program that is coordinated with local programs.

- a. Develop regional public involvement materials.
- b. Coordinate with local government public involvement programs.
- c. Develop quarterly updates including a discussion of milestones, descriptions of products, status of ongoing work, changes to the schedule, etc.
- d. Prepare news briefs.

**Product**: Produce quarterly update reports, news briefs and regional public involvement materials.

#### Task 3: Assure Consistency with Clackamas County TGM

Coordinate closely with consultant working on TGM project.

- a. Ensure consistency and compatibility of data to be used for regional analysis.
- b. Assist Clackamas County in identification of natural resources and hazards using existing data.
- c. Coordinate regional transportation analysis for entire study area with land use alternatives generated for TGM study area.

**Product:** Updates to Metro and Coordinating Committee.

#### Task 4: Assist Local Governments in Land Use Analysis and Mapping

Coordinate efforts of local governments to perform alternative analysis work for different regional land use and transportation scenarios.

- a. Evaluate transportation scenarios developed by the local government and Metro's Transportation modeling group.
- b. Assist in developing criteria for selecting a preferred regional land use/transportation alternative.
- c. Present land use and transportation concepts presented by local governments in graphic format.
- d. Assess performance of alternatives and coordinate refinement process with local partners.
- e. Assist cities and county in developing a preferred regional alternative.

**Products:** Memos summarizing environmental, transportation and land use analyses, including an approach for developing a jobs and housing balance. Regional diagrammatic map of land uses, transportation network and natural resource and hazard areas.

#### **Task 5: Develop Mediation Process**

Describe an approach to resolve potential conflicts between local, state and federal agencies regarding development and natural resources protection.

- a. Review and evaluate natural resource protections policies of state and federal agencies that may conflict with draft land use and transportation alternatives generated by this project; For example, the notion of cumulative effects resulting from individual projects versus the notion of confined and efficient development based on the region's adopted growth strategies.
- b. Develop an approach for discussing and resolving these conflicts.

**Product:** Memo describing an approach for resolving the conflicts.

#### Task 6: Develop a Handbook for Concept Planning

Describe the process, work elements and methods used to successfully develop a concept plan. Identify the importance of elements in this process to developing a cohesive plan that meets local and regional needs. Handbook components should include the following elements:

- a. Preface: how this project was funded, why it is important to the region and the link with management of the UGB.
- b. Tentative chapter outline:

- 1. Preliminary steps, role of coordination between local governments and state/federal agencies, stakeholders, etc.
- 2. Plan elements: land use, transportation, infrastructure, natural resources, schools, parks, fire and police services.
- 3. Trade-offs.
- 4. Level of analysis Depth of planning necessary.

**Product:** Concept Planning Handbook

#### 2. Payment and Billing.

Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of work done during the billing period, and shall not be submitted more frequently than once a month. Metro shall pay contractor within thirty (30) days of receipt of an approved invoice. Metro has established a budget not to exceed \$215,000 and within a range of \$200,000 to \$215,000 for this project.

## ATTACHMENT B

Project Element	Role	Task No.	Tasks
Licinotti	11010		
Task 1 Project Initiation and Management	Gresham Portland Clackamas Metro Consultant	1.1	Confirm project objectives; establish planning parameters for alternatives development; establish coordinating strategy; and refine workplan and timelines Provide project updates to elected officials
	All	1.2	Establish and participate in project coordination team
	Consultant	1.2R	Manage project coordination team
	Gresham Portland Clackamas	1.3aL	Establish and manage local technical advisory committee(s) Coordinate with Metro on FHWA reporting requirements
	Consultant	1.3aR	Establish and manage project advisory committee (to include interest groups and state/federal agencies)
	Gresham Portland	1.3bL	Establish and manage local work teams
	Gresham Portland	1.4aL	Develop local public involvement strategy
	Metro Consultant	1.4aR	Develop regional public involvement materials to be used at local meetings  Provide project updates to appropriate regional
	Consultant	1.4bR	Coordinate and review local public documents for public involvement programs (for consistent TCSP statements and Metro policy)
	Consultant	1.4cR	Coordinate quarterly updates
	Gresham	1.5L	Establish and manage citizen advisory committee(s)
	Portland		Work with committee and develop a timeline, agendas and materials for meetings
		1,	Handle meeting logistics and provide meeting minutes
		1	Follow up on requested information/route to appropriate party
		+	Establish regular updates between TAC and CAC; organize joint meeting or events as appropriate
	All	1.6	Assign project staff

Project Element	Role	Task No.	Tasks
		J	
	Gresham Portland Clackamas County	1.7L	Amend FY 99/00 and 00/01 budgets to reflect urban reserve planning
	Gresham Portland	1.8aL	Quarterly Progress Reports
	Metro	1.8aR	Administer contract Develop monthly budget reports for management team Draft quarterly reports for FHWA Monitor billings and work products
	Metro	1.8bR	Monitor grantees and consultant performance and work products
	Metro	1.9R	Travel for TCSP workshops
Task 2 Conduct Public Involvement Activities	Gresham Portland	2.1L	Hold citizen advisory committee meetings Work with committee and develop a timeline, agendas and materials for meetings Handle meeting logistics and provide meeting summaries
	Gresham Portland	2.2aL	Conduct and manage public workshops and open houses Draft program approach and layout Handle the logistics Coordinate with all jurisdictions on materials and presentations Prepare and send meeting notices
	Consultant	2.2bR	Coordinate with local staff on the development of the local workshops and open houses
į	Gresham Portland	2.3aL	Conduct other community outreach efforts Prepare a quarterly summary of activities Conduct local outreach with neighborhoods and coordinate with overall project public involvement
	Metro Consultant	2.3bR	Create press releases and foster media contacts and coordinate with local jurisdictions Prepare, publish and mail a periodical project newsbrief
	Clackamas County	2.3cL	Coordinate local public involvement with project activities
	PSU	2.4	Develop and administer a survey to a panel of project participants

Project	Data	Task	Tasks
Element	Role	No.	1 d5N5
Task 3 Alternatives Analysis and Selection	All	3.0	Establish parameters for local data collection to include: Title 3 areas, potential goal 5 areas, etc. Consultant will facilitate
· · · · · · · · · · · · · · · · · · ·	Gresham Portland Metro (DRC)	3.1aL	Identify and prepare base maps on natural resource and hazard areas Drainage basins and sub-basins, impervious surface cover, Metro's Title 3 areas, floodplains, steep slopes, soils, streams, wetlands, earthquake hazard areas and potential Goal 5 areas
	Consultant	3.1aR	Coordinate with local jurisdictions including Clackamas County to insure consistency and compatibility of data to be used for regional analysis
		3.2	Conduct environmental needs analysis
	Metro DRC Gresham Portland	3.2aL	Inventory natural resources and hazards using existing data
	Gresham Portland	3.2bL	Identify key natural areas for protection, enhancement areas and limited access
	Consultant	3.2cR	Assist Clackamas County in identification of natural resources and hazards using existing data
	Clackamas County	3.2cL	Coordinate data collection and analysis with project
	Gresham Portland	3.2dL	Identify tools for protection
		3.3	Transportation analysis
	Metro	3.3aR	Inventory existing road network, planned improvements, RTP Round 3 network, existing plans and unresolved problems
	All Consultant	3.3bR	Identify key problem areas
	All Consultant	3.3cR	Identify transportation concepts or design parameters for alternatives analysis
•			

Project Element	Role	Task No.	Tasks
<u> </u>		3.4.	Land use analysis
	Gresham Portland Metro DRC	3.4aL	Inventory and map existing public facilities, parks and schools
	Portland Gresham Metro DRC Consultant	3.4bL	Inventory and map existing land uses, identify centers, nodes and special places
:	Clackamas County Consultant	3.4cL	Consultant and Clackamas County will coordinate on timing and data layers needed for regional analysis.
	Metro	3.4dR	Inventory and map buildable lands using existing data and information from work tasks 3.1 and 3.2
	All Consultant	3.4eR	Establish general estimates for population and employment targets, based on Metro compatible data. Refine targets based on buildable land estimates and protection of natural areas
		3.5	Develop alternative scenarios
	All Consultant	3.5aR	Develop criteria for selecting 'best' alternative – Refinement of initial work from task 1.1R
	Portland Gresham	3.5bL	Develop concept alternatives Prepare maps/DRC data layers and necessary back up information for regional analysis
	Clackamas County	3.5bL	Coordinate alternatives development with TCSP project
	Metro Consultant	3.5bR	Using the concept alternatives drafted at the local level (Portland, Gresham and Clackamas County) conduct a regional analysis (of the combinations) to assess performance against the best alternative criteria. The criteria would include: transportation/air quality/number of units, natural resource protection
	Gresham Portland	3.5cL	Refine alternatives with regional level analysis
	Clackamas County	3.5cL	Coordinate with TCSP project on refinement or second phase of Damascus analysis
	Consultant	3.5cR	Coordinate refinement process

Project		Task	
Element	Role	No.	Tasks
	Consultant	3.6R	Mediation  Develop an approach for mediating unresolved issues among public agencies regarding infrastructure development and wildlife habitat protection
1	All Consultant	3.7 3.7a	Preferred Alternative Coordinate selection of preferred alternative based on criteria (Task 3.5a)
	Gresham Portland	3.7bL	Draft policies for implementation
	Clackamas County	3.7bL	Coordinate with TCSP project
	Gresham Portland	3.7cL	Draft strategies for infrastructure funding
Task 4 Implementa- tion Tools	Gresham Portland	4.1aL	Draft Concept Plan for Urban Areas 4 and 5  Develop plans for the transportation system along with policies on land use, connectivity standards and resource protection strategies. Identify other protection strategies for key environmental resources, such as headwater protection programs.  Develop conceptual public service delivery structure including water, sewer, drainage and schools.  Develop funding strategies for infrastructure improvements and service delivery.  Prepare public facilities and services strategies to assure a timely, orderly, and efficient arrangement of facilities and services to serve as a framework for urban development.  Produce a draft concept plan that meets the key components Metro requirements in Title 11

Project Element	Role	Task No.	Tasks
	Clackamas County Consultant	4.1bL	Develop Urbanization Tools and Policies for Urban Reserves 6 through 11  Develop plans for the transportation system along with policies on land use, connectivity standards and resource protection strategies. Identify other protection strategies for key environmental resources, such as headwater protection programs.  Develop rough cost estimates and funding strategy(ies) to protect identified fish and wildlife, water quality and natural hazard resources  Develop rough cost estimates and funding strategy(ies) for sewer, water, storm drainage, transportation, fire, police and parks services  Identify potential boundary changes to the urban reserves and areas and issues for additional research.
	Consultant Gresham Portland Clackamas County Metro	4.1cR 4.2L	100001011
	Metro Consultant Metro Consultant	4.3R 4.4R	Develop model designs for development and transportation system located in environmentally sensitive areas  Develop draft handbook describing the urban reserve planning process  Draft Handbook(s)
Task 5 Project Evaluation	PSU	5.1	Review background documents including regional and local goals and policies, plans and codes.
	PSU	5.2	Review documents and products developed in this project and compare them with stated project goals. Document variations from initial goals and reasons for changes.  Develop and administer a baseline survey (see Task 2) and at least one follow-up survey of a panel of project participants
	PSU	5.4	Prepare final evaluation report

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# EXHIBIT A - Part 2 Deliverables and Allocation

	<del></del>		Allocation							
Task	Parties	Deliverables	Consultant	PSU	Metro	Portland	Gresham	Clackamas County		
Products	Gresham	Refined workplan and timeline (1.1L)			13.00.0		38,000	County		
Task 1	1	<ul> <li>Membership rosters for local technical committee(s) and citizens advisory committee(s)</li> </ul>	]				00,000	1		
		(1.2, 1.3aL, 1.3bL)	1			•				
		Local public involvement workplan (1.4aL)	!		ļ					
		<ul> <li>Quarterly progress reports (1.8aL)</li> </ul>								
	Portland	Refined workplan and timeline (1.1L)		•	<del></del>	-				
		<ul> <li>Membership rosters for local technical committee(s) and citizens advisory committee(s)</li> </ul>								
		(1.2, 1.3aL, 1.3bL)			i					
	,	■ Local public involvement workplan (1.4aL)			!					
		Quarterly progress reports (1.8aL)				!				
	Clackamas	Refined workplan and timeline (1.1L)						4,000		
	County	Coordinate local public involvement work plan (1.4aL)			ļ			,,000		
	Consultant	Refined workplan and timeline (1.1R)	60,000		†			-		
		<ul> <li>Membership rosters for project coordination committee and advisory committee (1.2R,</li> </ul>			ļ					
		1.3aR)				! !				
		Quarterly progress reports (1.8aR)	.							
	Metro	<ul> <li>Project billing/travel for TCSP workshops (1.8aR,1.8bR, 1.9R)</li> </ul>			3.000					
Products	Gresham	<ul> <li>Copies of meeting summaries for citizens advisory committee meetings (2.1L)</li> </ul>					12,000			
Task 2		Copies of materials and information produced to describe the project and facilitate			•		,2,555			
		public involvement (2.2aL, 2.3aL)	1			!				
		<ul> <li>Copies of press releases and other promotional materials (2.2aL, 2.3aL)</li> </ul>								
	Portland	<ul> <li>Copies of meeting summaries for citizens advisory committee meetings (2.1L)</li> </ul>				5.000		_		
	i	<ul> <li>Copies of materials and information produced to describe the project and facilitate</li> </ul>			i	5,555				
		public involvement (2.2aL, 2.3aL)								
		<ul> <li>Copies of press releases and other promotional materials (2.2aL, 2.3aL)</li> </ul>	į				j			
	Consultant	<ul> <li>Copies of materials and information produced to describe the project and facilitate</li> </ul>	5,000				i			
	1	public involvement (2.2bR, 2.3bR)	,				ľ	-		
		<ul> <li>Copies of press releases and other promotional materials (2.3R)</li> </ul>								
	PSU	<ul> <li>Copies of survey and interview questionnaires (2.4)</li> </ul>								
		Summaries of survey and interview results (2.4)					]			

## EXHIBIT A - Part 2 Deliverables and Allocation

					Allo	cation		
Task	Parties	Deliverables	Consultant	PSU	Metro	Portland	Gresham	Clackamas County
Products Task 3	Gresham	<ul> <li>Maps of natural resource and hazard areas including drainage basins, floodplains, steep slopes, streams and wetlands (3.0, 3.1aL) (work with DRC)</li> <li>Memos summarizing analyses of environmental needs, transportation and land use (3.2bL, 3.3aR, 3.3cR, 3.4aL, 3.4bL)(local alternatives/refinements)</li> <li>Maps of environmental and transportation model results showing the impact of various development scenarios (3.5aR, 3.5bL, 3.5cL, 3.7) (local alternatives/refinements)</li> <li>Preferred alternatives maps and descriptions (3.5aR, 3.5bL, 3.5cL, 3.7) (local)</li> <li>Memo describing strategies for infrastructure funding (3.7cL)(joint w/Portland)</li> </ul>					60,000	·
55 55 55 55	Portland	<ul> <li>Maps of natural resource and hazard areas including drainage basins, floodplains, steep slopes, streams and wetlands (3.0, 3.1aL) (work with DRC)</li> <li>Memos summarizing analyses of environmental needs, transportation and land use (3.2bL, 3.3aR, 3.3cR, 3.4aL, 3.4bL)(local alternatives/refinements)</li> <li>Maps of environmental and transportation model results showing the impact of various development scenarios (3.5aR, 3.5bL, 3.5cL, 3.7) (local alternatives/refinements)</li> <li>Preferred alternatives maps and descriptions (3.5aR, 3.5bL, 3.5cL, 3.7) (local)</li> <li>Memo describing strategies for infrastructure funding (3.7cL) (joint w/Gresham)</li> </ul>				25,000 (1)		
	Clackamas County	Participate in establishing data parameters (3.0, 3.2cL, 3.3aR, 3.3cR, 3.4cL)			,			1,000
	Consultant	<ul> <li>Maps of natural resource and hazard areas including drainage basins, floodplains, steep stopes, streams and wetlands (3.0, 3.1aR, 3.2cR) (regional level/Clackamas Cty)</li> <li>Maps of environmental and transportation model results showing the impact of various development scenarios (3.2, 3.3, 3.4) (regional)</li> <li>Memos summarizing analyses of environmental needs, transportation and land use (3.2, 3.3, 3.4) (regional)</li> <li>Memo outlining a strategy for resolving issues of the Environmental Protection Agency's policy on the cumulative effect of development on habitats and other environmental concerns in the context of managed and directed growth (3.6R)</li> <li>Memo summarizing an approach for developing a reasonable balance between jobs and housing in a topographically and environmentally constrained area (3.4, 3.5) (regional)</li> <li>Preferred alternatives maps and descriptions (3.5, 3.7) (regional)</li> </ul>	100,000					
	Metro (DRC)	<ul> <li>Maps of natural resource and hazard areas including drainage basins, floodplains, steep slopes, streams and wetlands (3.0, 3.1aR) (assist at local level/regional level/Clackamas Cty)</li> <li>Maps of environmental and transportation model results showing the impact of various development scenarios (3.2, 3.3, 3.4) (assist at local level/regional)</li> </ul>			20,000			

## EXHIBIT A - Part 2 Deliverables and Allocation

					Allo	cation		
Task	Parties	Deliverables	Consultant	PSU	Metro	Portland	Gresham	Clackamas County
Products Task 4	Gresham	<ul> <li>Concept plan, map and draft policies for areas already inside the UGB (UR 4 &amp; 5) that address the issues listed above as well as funding strategies for infrastructure improvements and more detailed environmental protection plans (4.1aL, 4.2L)</li> </ul>					40,000	
	Portland	<ul> <li>Concept plan, map and draft policies for areas already inside the UGB (UR 4 &amp; 5) that address the issues listed above as well as funding strategies for infrastructure improvements and more detailed environmental protection plans (4.1aL, 4.2L)</li> </ul>				20,000		
	Clackamas County	<ul> <li>Map and policy recommendations for a schematic urban reserve plan for areas not yet added to UGB (UR 6-11) that address future land use, transportation connections, stormwater drainage and natural resource protection (4.1bL, 4.2t.)</li> <li>Technical memoranda and maps, as appropriate, for rough cost estimates and funding strategies for natural resource protection and public facilities and services within UR 6-11 (4.1bL, 4.2t.)</li> </ul>	·					10,000
	Consultant	<ul> <li>User-friendly handbook (20-35 pages) describing urban reserve planning strategies and model transportation designs for environmentally sensitive areas (4.3R, 4.4R)</li> </ul>	50,000					
	Metro	<ul> <li>Initiate changes to RTP to reflect any changes in the regional system (4.2L)</li> </ul>						
Products Task 5	PSU	<ul> <li>Survey and interview tools</li> <li>Summaries and analyses of survey and interview results</li> <li>Final evaluation report, including a detailed project history</li> </ul>						
			215,000	57,000	23,000	50,000 (1)	150,000	15,000
		Total						

<sup>(1)</sup> Includes \$10,000 from Metro contingency fund.

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#### Attachment C

Project	 
Contract No.	

#### PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and, referred to herein as "Contractor," located at
In exchange for the promises and other consideration set forth below, the parties agree as follows:
Duration. This personal services agreement shall be effective and shall remain in effect until and including, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. <u>Payment</u> . Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed AND/100THS DOLLARS (\$).
4. <u>Insurance</u> .
a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
(1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
(2) Automobile bodily injury and property damage liability insurance.
b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
c. Metro, its elected officials, departments, employees, and agents shall be named as <u>ADDITIONAL INSUREDS</u> . Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their

subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

- e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.
- f. Contractor shall provide Metro with a certificate of insurance complying with this article and naming Metro as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.
- 5. <u>Indemnification</u>. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.
- 6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.
- 7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.
- 8. <u>Project Information</u>. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.
- 9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

- 10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.
- 11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.
- 12. <u>Situs</u>. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.
- 13. <u>Assignment</u>. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.
- 14. <u>Termination</u>. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.
- 15. <u>No Waiver of Claims</u>. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.
- 16. <u>Modification</u>. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

	METRO	
Ву:	Ву:	
Title:	Title:	
Date:	Date:	
	Metro Contrac	et No. (to be determined)

#### **GROWTH MANAGEMENT COMMITTEE REPORT**

CONSIDERATION OF RESOLUTION NO. OO-2895, FOR THE PURPOSE OF AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS FOR PERSONAL SERVICES AGREEMENT(S) FOR LAND USE PLANNING, TRANSPORTATION AND ENVIRONMENTAL ANALYSIS OF URBANIZABLE LANDS ON THE EASTERN EDGE OF THE REGIONAL URBAN GROWTH BOUNDARY

Date: February 11, 2000 Presented by: Councilor Park

Committee Action: At its February 8, 2000 meeting, the Growth Management Committee voted 3-0 to recommend Council adoption of Resolution 00-2895. Voting in favor: Councilors Monroe, Washington and Park.

### Background:

- Existing Law—Contracts in excess of \$25,000, or having a duration greater than 12 months require Council approval, based on Metro contract code.
- Budget Impact—The Data Resource Center is allocated \$20,000 for mapping and data interpretation related to grant activities. Unspent Metro funds from last years budget, that had been targeted to local planning grants, were used to create a contingency fund for this grant. Current year budget includes staff to assist with grant activities, including about .2 fte. for grant administration.

Committee Issues/Discussion: Ray Valone of the Growth Management Services Department gave the staff presentation. Metro has been awarded a \$500,000 grant from the Federal Highway Administration, passed through the Oregon Department of Transportation. The purpose of the grant is to address land use, transportation and environmental issues in a 6,400 acre Pleasant Valley/Damascus area. Planning will involve the jurisdictions of Portland, Gresham and Clackamas County and will result in a conceptual land use plan.

Resolution 00-2895 relates to that portion of the grant that seeks to purchase professional services for public involvement, project coordination and land use analysis, via a Request for Proposal. The term of the project is roughly two years, beginning in March 2000.

600 NORTHEAST GRAND AVENUE TEL 503 797 1700 PORTLAND, OREGON 97232 2736 FAX 503 797 1794



DATE:

February 8, 2000

TO:

**Growth Management Committee** 

FROM:

Ray Valone, Senior Planner

**Growth Management Services** 

SUBJECT:

**TCSP Grant Allocation** 

The proposed workplan for the TCSP federal grant includes the following allocation of funds:

City of Gresham

\$150,000

City of Portland

50,000\*

Clackamas County

15,000

**PSU** 

57,000

Metro (DRC)

23,000\*\*

Consultant

215,000\*\*\*

TOTAL

\$510,000\*

- \* This amount includes \$10,000 from the \$50,000 urban reserve grant program (FY98/99) that was committed for urban reserve planning in the Pleasant Valley area. This grant money is being used as the contingency fund for the TCSP project.
- \*\* \$20,000 is allocated to Metro's Data Resource Center for mapping and data interpretation; \$3,000 is allocated for grant-required attendance at national meeting. There are no grant funds allocated for Metro's project management or grant administration roles.
- \*\*\* The actual wording of the proposed RFP allows for a range between \$200,000 and \$215,000.

#### **STAFF REPORT**

FOR THE PURPOSE OF AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS FOR PERSONAL SERVICES AGREEMENT(S) FOR LAND USE PLANNING, TRANSPORTATION AND ENVIRONMENTAL ANALYSIS OF URBANIZABLE LANDS ON THE EASTERN EDGE OF THE REGIONAL URBAN GROWTH BOUNDARY

Date: January 31, 2000 Presented by: Ray Valone Prepared by: Lydia Neill

#### PROPOSED ACTION

Adoption of Resolution No. 00-2895 authorizing a request for proposals to develop a conceptual land use plan for the Pleasant Valley/ Damascus Area.

#### **EXISTING LAW**

Metro Code 2.04.026(a)(1) requires that Metro Council review and authorize contracts in excess of \$25,000 and/or has a duration of greater than 12 months. The request for proposals for this work falls within these requirements because the contract amount is for \$215,000 for work to be completed over a period of 24-months. The State, through the Oregon Department of Transportation (ODOT) is obligated to comply with applicable terms and conditions in (1) Title 23. US Code, Highways. The Federal Highway Administration has authorized ODOT to pass through this grant to Metro.

#### **BACKGROUND AND ANALYSIS**

The contract amount is for professional services for public involvement, project coordination and land use analysis in the Pleasant Valley/ Damascus area. The personal services contract for this work is consistent with Metro Code requirements.

Metro received funds from the Federal Highway Administration through its Transportation and Community System Preservation Pilot grant program (TCSP). The TCSP program does not require any matching funds. The total amount of the grant awarded to Metro is \$500,000 which is included in the current year budget. The grant was awarded to address the land use, transportation and related environmental impacts of development for over 6,400 acres of land on the eastern edge of the Urban Growth Boundary (UGB). The planning work will be accomplished in a partnership with the local governments.

The remaining grant dollars have been allocated to the City of Gresham, City of Portland, Clackamas County and Portland State University to complete this project. A small portion of the grant is being retained by Metro for mapping work. Growth Management staff will be managing this project although no grant funds are expended for this task. The FTE to manage the grant is included in the current budget under urban reserve planning for this fiscal year as well as next year.

#### **BUDGET IMPACT**

Adoption of this resolution has no budget impact. The funds for this project have been provided by the Federal Highway Administration through the Transportation and Community System Preservation Pilot Program.

## **EXECUTIVE OFFICER'S RECOMMENDATION**

The executive officer recommends approval of this request for proposals to complete this planning work.

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