

A G E N D A

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
TEL 503 797 1542 | FAX 503 797 1793



METRO

Agenda

MEETING: METRO COUNCIL REGULAR MEETING
DATE: January 5, 2006
DAY: Thursday
TIME: 2:00 PM
PLACE: Metro Council Chamber

CALL TO ORDER AND ROLL CALL

1. INTRODUCTIONS

2. CITIZEN COMMUNICATIONS

3. CONSENT AGENDA

3.1 Consideration of Minutes for the December 15, 2005 Metro Council Regular Meeting.

4. ORDINANCES – FIRST READING

4.1 **Ordinance No. 06-1100**, For the Purpose of Amending the FY 2005-06 Budget and Appropriations for the Purpose of Recognizing New Planning Grants and Associated Expenditures in the General Fund, adding 4.0 FTE in the Planning Department and Declaring an Emergency.

5. RESOLUTIONS

5.1 **Resolution No. 06-3653**, For the Purpose of Organizing the Metro Council For 2006. Hosticka

5.2 **Resolution No. 06-3651**, For the purpose of Amending the FY 2006 Unified planning work program Burkholder

6. CONTRACT REVIEW BOARD

6.1 **Resolution No. 05-3637**, For the Purpose of Approving the Release of a Request For Proposals and Award of a Contract for the Purchase of a Ticketing Point Of Sale System at the Oregon Zoo. Newman

6.2 **Resolution No. 05-3638**, For the Purpose of Approving the Release for a Request For Proposals and Award a Contract for the Lease of a Simulation Theater At the Oregon Zoo. Newman

**7. EXECUTIVE SESSION HELD PURSUANT TO ORS 192.660(1)(e).
DELIBERATIONS WITH PERSONS DESIGNATED TO NEGOTIATE
REAL PROPERTY TRANSACTIONS.**

7.1 **Resolution No. 06-3652**, For the Purpose of Authorizing the Chief Operating Officer to Contribute towards the Purchase of a Conservation Easement over A portion of the Tryon Life Community Farm Property in the Tryon Creek Linkages Target Area. Newman

8. CHIEF OPERATING OFFICER COMMUNICATION

9. COUNCILOR COMMUNICATION

ADJOURN

Television schedule for Jan. 5, 2006 Metro Council meeting

<p>Clackamas, Multnomah and Washington counties, and Vancouver, Wash. Channel 11 -- Community Access Network www.yourtv.org -- (503) 629-8534 2 p.m. Thursday, Jan. 5 (live)</p>	<p>Portland Channel 30 (CityNet 30) -- Portland Community Media www.pcmv.org -- (503) 288-1515 8:30 p.m. Sunday, Jan. 8 2 p.m. Monday, Jan. 9</p>
<p>Gresham Channel 30 -- MCTV www.mctv.org -- (503) 491-7636 2 p.m. Monday, Jan. 9</p>	<p>Washington County Channel 30 -- TVC-TV www.tvctv.org -- (503) 629-8534 11 p.m. Saturday, Jan. 7 11 p.m. Sunday, Jan. 8 6 a.m. Tuesday, Jan. 10 4 p.m. Wednesday, Jan. 11</p>
<p>Oregon City, Gladstone Channel 28 -- Willamette Falls Television www.wftvaccess.com -- (503) 650-0275 Call or visit website for program times.</p>	<p>West Linn Channel 30 -- Willamette Falls Television www.wftvaccess.com -- (503) 650-0275 Call or visit website for program times.</p>

PLEASE NOTE: Show times are tentative and in some cases the entire meeting may not be shown due to length. Call or check your community access station web site to confirm program times.

Agenda items may not be considered in the exact order. For questions about the agenda, call Clerk of the Council, Chris Billington, (503) 797-1542. Public hearings are held on all ordinances second read and on resolutions upon request of the public. Documents for the record must be submitted to the Clerk of the Council to be considered included in the decision record. Documents can be submitted by e-mail, fax or mail or in person to the Clerk of the Council. For additional information about testifying before the Metro Council please go to the Metro website www.metro-region.org and click on public comment opportunities. For assistance per the American Disabilities Act (ADA), dial TDD 797-1804 or 797-1540 (Council Office).

MINUTES OF THE METRO COUNCIL MEETING

Thursday, December 15, 2005
Metro Council Chamber

Councilors Present: David Bragdon (Council President), Susan McLain, Robert Liberty, Rex Burkholder, Carl Hosticka, Brian Newman

Councilors Absent: Rod Park (excused)

Council President Bragdon convened the Regular Council Meeting at 2:01 p.m.

1. INTRODUCTIONS

There were none.

2. CITIZEN COMMUNICATIONS

Henry Kane, 12077 SW Cardy Lane, Beaverton OR 97008, said he had provided Council a two-page list of suggestions on Highway 217 options. He talked about funds being used on a toll road (a copy of his letter is included in the meeting record). His suggestions would be followed up by a detailed request to inspect documents. He talked about state and federal revenues appropriated for roads. He would be providing data to the Council to make an informed decision. Councilor Hosticka suggested we get an opinion from the Attorney General on the issue.

3. 2004-05 FOURTH QUARTERLY REPORT AND 2005-06 FIRST QUARTERLY REPORT

Bill Stringer, Chief Financial Officer (CFO), provided an overview of both quarterly reports. He noted several key items: page 2 of 4th Quarter report, excise tax was \$13.6 million. The excess revenue came primarily from solid waste tonnage and convention center earnings. It was a good end of year. The amounts exceeded budgeted expectations. He spoke to budgeted amounts and those funds that were short, primarily because of the timing of grants. Councilor Liberty asked if there was an improvement in forecasting. Mr. Stringer said it was a combination of things. We consistently overestimate the revenue side. He talked about good budgeting practices. Councilor Liberty suggested adjusting both the underestimation of revenue and overestimating expenditures. Councilor Burkholder asked about the Planning Fund and the delay in grants. He asked how we coped with that kind of uncertainty? Mr. Stringer felt that Andy Cotugno, Planning Director, could better respond to the question. Councilor McLain asked about the monthly expenditure page. Mr. Stringer responded to her questions. He then spoke to the Metropolitan Exposition Recreation Commission (MERC) budget. He summarized the solid waste fund where there was a 7% increase in tonnage.

Mr. Stringer pointed out several issues in the appropriations section of the report, particularly the overages in the appropriations section of the report. He noted that these would require a budget amendment. Councilor McLain talked about the replacement and renewal fund and asked about Mr. Stringer's direction concerning planning ahead for replacement. She asked how we make this better. Mr. Stringer said with the exception of the MERC budget, there had been good compliance among other departments. Councilor McLain suggested they raise this issue with MERC to ensure we don't have this happen again.

Mr. Stringer then summarized the first quarter report for 2005-06, expenditures and revenues. Councilor Burkholder asked about the solid waste fund. Mr. Stringer responded to his question and suggested Mike Hoglund, Solid Waste and Recycling Director, provide further detail. Councilor McLain said she felt that the reports continued to improve. She appreciated Mr. Stringer's presentation.

4. EXPANSION AREA PLANNING COMMITTEE REPORT

Reed Wagner, Council Office, updated the Council about the Expansion Area Planning Committee. He spoke to the charge of the committee. They had met and addressed the need, the inventory of the area, and the funding mechanism. He said the Committee had identified the building permit as a funding mechanism to support the concept planning. The Committee wanted to meet with the jurisdictions before they submitted a final report. They planned on completing their report by January 19th. Councilors talked about some of the funding mechanism issues and the ongoing problem with funding. Mr. Wagner said one of the charges of the committee was to look at long range funding issues.

5. CONSENT AGENDA

5.1 Consideration of minutes of the December 8, 2005 Regular Council Meeting.

5.2 **Resolution No. 05-3646**, For the Purpose of Confirming the Re-Appointment of Leroy Patton and Herb Plep to the Investment Advisory Board.

Motion:	Councilor Liberty moved to adopt the meeting minutes of the December 8, 2005 Regular Metro Council and Resolution No. 05-3646.
---------	--

Vote:	Councilors Burkholder, McLain, Liberty, Newman, Hosticka and Council President Bragdon voted on the motion. The vote was 6 aye in support of Resolution No. 05-3646 and 5 aye/1 abstain in support of the minutes, the motion passed with Councilor Park absent from the vote and Councilor Hosticka abstaining from the vote on the minutes since he had not been present at the last meeting.
-------	---

6. RESOLUTIONS

6.1 **Resolution No. 05-3562**, For the Purpose of Adopting Findings of Fact in Support of Ordinance No. 05-1070A, For the Purpose of Amending the Metro Urban Growth Boundary to Increase Capacity to Accommodate Growth in Industrial Employment and response to Remand Orders from the Land Conservation And Development Commission.

Motion:	Councilor McLain moved to adopt Resolution No. 05-3562.
Seconded:	Councilor Newman seconded the motion

Councilor McLain summarized the intent of the resolution and urged support. She noted that staff was available if there were questions.

Vote:	Councilors Hosticka, Burkholder, Newman, McLain, Liberty, and Council President Bragdon voted in support of the motion. The vote was 6 aye, the motion passed.
-------	--

- 6.2 **Resolution No. 05-3649**, For the Purpose of Confirming the Appointments Of Pamela Ake, Aaron Babbie, Cheryl Thoen and Pat Wagner to the Metro Central Station Community Enhancement Committee (MCSCEC).

Motion:	Councilor Burkholder moved to adopt Resolution No. 05-3649.
Seconded:	Councilor McLain seconded the motion

Councilor Burkholder provided an overview of the resolution and was happy to confirm these appointments.

Vote:

Councilors Hosticka, Burkholder, Newman, McLain, Liberty, and Council President Bragdon voted in support of the motion. The vote was 6 aye, the motion passed.
--

7. CONTRACT REVIEW BOARD

- 7.1 **Resolution No. 05-3624**, Authorizing the Chief Operating Officer to Execute Amendment 1 to the Contract No. 926509 with PT3, Inc. (PacWest Communication) For Provision of Additional Advertising for the Travel Options Marketing Campaign

Motion:	Councilor Burkholder moved to adopt Resolution No. 05-3624.
Seconded:	Councilor McLain seconded the motion

Councilor Burkholder provided an overview of the resolution. He said this would continue the media buy into the future.

Vote:

Councilors Hosticka, Burkholder, Newman, McLain, Liberty, and Council President Bragdon voted in support of the motion. The vote was 6 aye, the motion passed.
--

**8. EXECUTIVE SESSION HELD PURSUANT TO ORS 192.660(1)(e).
DELIBERATIONS WITH PERSONS DESIGNATED TO NEGOTIATE REAL
PROPERTY TRANSACTIONS.**

Members Present: Dan Cooper, Andy Cotugno, Phil Whitmore, Meganne Steele, Joel Morton

Time began: 2:50pm
Time started: 3:15pm

- 8.1 **Resolution No. 05-3546**, For the Purpose of Authorizing the Chief Operating Officer to Enter into an Intergovernmental Agreement With the City of Beaverton for Acquisition, Joint Ownership, Disposition and Development of the Westgate Property as a Transit-Oriented Development/Centers Project

Motion:	Councilor Liberty moved to adopt Resolution No. 05-3546.
Seconded:	Councilor McLain seconded the motion

Councilor Liberty introduced the resolution. In the fall of 2003, Metro funded a Development Strategy Pilot Project in Beaverton to produce a development strategy for encouraging compact, mixed-use development in a Regional Center. In July 2004, the Beaverton Downtown Regional Center Development Strategy was formally presented at a joint meeting of the Beaverton City Council and the Metro Council. The action plan recommended that the public sector acquire site control at potential catalyst project locations, develop a marketable program for each site, reduce parking ratios, streamline the approval process, and provide public investments to achieve urban scale development.

On March 24, 2005, the Metro Council approved Resolution No. 05-3529A, funding a \$62.2 MTIP update including \$2 million to fund land acquisition in Beaverton Regional Center. On October 27, 2005, the Metro Council authorized an Intergovernmental Agreement (IGA) with TriMet related to Transit Oriented Development (TOD) & Centers funding.

Specifically, the TOD Program will use \$2 million dollars from the IGA with TriMet towards purchasing an undivided pro-rata share of fee simple interest in the 4.57-acre property located at 3950 SW Cedar Hills Boulevard (the "Westgate Property"). Beaverton has executed a Purchase and Sale Agreement to purchase this site at a total cost of \$4.9 million and closed escrow on the 12th of December.

The site will be offered to developers with the following objectives: 1) 3 or more buildings of not less than 5 stories and ranging up to 10; 2) a mix of retail, office and residential uses; 3) minimum of 30,000 square feet of retail; 4) 90 housing units; 5) 220,000 square feet of office; 6) FAR of nearly 2:1; 7) reduction of parking requirements per city TGM study; and 8) connection of buildings to the City's central energy plant. Metro and the City of Beaverton will jointly evaluate and select a developer and be parties to the Development Agreement.

Council President Bragdon opened a public hearing.

John Charles, Cascade Policy Institute commented on the TOD program. He was puzzled as to why this decision was being made. He suggested asking what had we learned from the Beaverton Round site. What was the public benefit compared to alternative investments? A copy of his talking points was included in the record. He felt there needed to be public discussion about subsidizing TOD projects. Councilor Liberty said overtime they were learning about density and getting better at determining where to subsidize. Mr. Whitmore added his comments about the TOD project.

Council President Bragdon closed the public hearing.

Councilor McLain talked about density. She felt the testimony today was very thorough but we were also working on analysis from a full spectrum of individuals. She felt this project was worthy. Councilor Burkholder added his support on the purchase and explained why. He felt we would see a gradual redevelopment of this urban area. Council President Bragdon also supported the resolution and explained further why he supported the project.

Vote:

Councilors Hosticka, Burkholder, Newman, McLain, Liberty, and Council President Bragdon voted in support of the motion. The vote was 6 aye, the motion passed.
--

9. EXECUTIVE SESSION, HELD PURSUANT TO ORS 192.660(1)(h), TO CONSULT WITH LEGAL COUNSEL CONCERNING THE LEGAL RIGHTS AND DUTIES OF A PUBLIC BODY WITH REGARD TO CURRENT LITIGATION.

10. CHIEF OPERATING OFFICER COMMUNICATION

Michael Jordon, COO, thanked Council for their attendance at the employee's holiday celebration at the Oregon Zoo. He also thought the discussion last Tuesday about the budget would be very helpful. He would be providing additional information on questions the Councilors had raised about the budget.

11. COUNCILOR COMMUNICATION

Councilor McLain talked about the singing event at the Oregon Zoo last night. She then talked about conservation education efforts of the Regional Water Consortium.

Councilor Newman said they had a planning session for the next Mayor's forum, which would March 3rd.

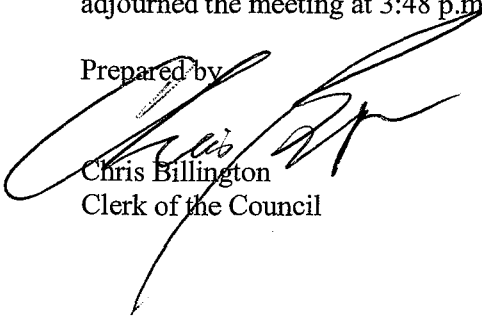
Councilor Liberty said he had participated in a conversation about TOD and affordable housing funding through HUD.

Council President Bragdon thanked the Council for the productive year they had participated and contributed to. He spoke to future discussion about how we grow. He felt it had been a great year. He announced that Councilor Hosticka would be the Deputy for 2006. Councilor Liberty had agreed to be a delegate to the Oregon Zoo along with Councilor Newman.

12. ADJOURN

There being no further business to come before the Metro Council, Council President Bragdon adjourned the meeting at 3:48 p.m.

Prepared by


Chris Billington
Clerk of the Council

ATTACHMENTS TO THE PUBLIC RECORD FOR THE MEETING OF DECEMBER 15, 2005

Item	Topic	Doc Date	Document Description	Doc. Number
3.0	2004-05 Quarterly Report Fourth Quarter	April through June 2005	To: Metro Council From: Bill Stringer, CFO Re: Fiscal Year 2004-05 Quarterly Report	121505c-01
3.0	2005-06 Quarterly Report First Quarter	11/14/05	To: Metro Council From: Bill Stringer, CFO Re: Fiscal Year 2005-06 Quarterly Report	121505c-02
2.0	Letter	12/14/05	To: Metro Council From: Henry Kane Re: Suggestions on Hwy 217 proposal	121505c-03
5.1	Minutes	12/8/05	Metro Council Meeting Minutes of December 8, 2005	121505c-04
6.1	Attachment C	12/15/05	Resolution No. 05-3562 , For the Purpose of Adopting Findings of Fact in Support of Ordinance No. 05-1070A, For the Purpose of Amending the Metro Urban Growth Boundary to Increase Capacity to Accommodate Growth in Industrial Employment and response to Remand Orders from the Land Conservation And Development Commission (Attachment C – Findings)	121505c-05
8.1	Testimony	12/15/05	To: Metro Council From: John Charles, Cascade Policy Institute Re: Comments on Resolution No. 05-3546	121505c-06

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING THE FY 2005-06 BUDGET AND APPROPRIATIONS	)	ORDINANCE NO. 06-1100
RECOGNIZING NEW PLANNING GRANTS AND ASSOCIATED EXPENDITURES IN THE GENERAL FUND, ADDING 4.0 FTE IN THE PLANNING DEPARTMENT AND DECLARING AN EMERGENCY	)	Introduced by Mike Jordan, Chief Operating Officer, with the concurrence of Council President Bragdon

WHEREAS, the Metro Council has reviewed and considered the need to increase appropriations within the FY 2005-06 Budget; and

WHEREAS, Oregon Budget Law ORS 294.326 allows for the expenditure in the year of receipt of grants, gifts, bequests, and other devices received by a municipal corporation in trust for a specific purpose; and

WHEREAS, the need for the increase of appropriation has been justified; and

WHEREAS, adequate funds exist for other identified needs; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. That the FY 2005-06 Budget and Schedule of Appropriations are hereby amended as shown in the column entitled "Revision" of Exhibits A and B to this Ordinance for the purpose of recognizing \$3,942,820 in new planning grant funds for specific projects, increasing operating expenditures in the General Fund Planning Department, and adding 4.0 FTE to the department.
2. This Ordinance being necessary for the immediate preservation of the public health, safety or welfare of the Metro area in order to meet obligations and comply with Oregon Budget Law, an emergency is declared to exist, and this Ordinance takes effect upon passage.

ADOPTED by the Metro Council this _____ day of _____, 2006.

David Bragdon, Council President

Attest:

Approved as to Form:

Christina Billington, Recording Secretary

Daniel B. Cooper, Metro Attorney

Exhibit A
Ordinance No. 06-1100

ACCT	DESCRIPTION	Current Budget		Revision		Amended Budget	
		FTE	Amount	FTE	Amount	FTE	Amount
General Fund							
Resources							
<u>Resources</u>							
<i>BEGBAL</i>	<i>Beginning Fund Balance</i>						
3500	Beginning Fund Balance						
	* Prior year ending balance		8,180,930		0		8,180,930
	* Undesignated		1,503,573		0		1,503,573
	* Cash Flow Reserve		936,668		0		936,668
	* Project Carryover		477,362		0		477,362
	* Tourism Opportunity & Comp. Account		42,354		0		42,354
	* Recovery Rate Stabilization Reserve		1,333,034		0		1,333,034
	* Reserve for Future Debt Service		1,682,054		0		1,682,054
	* General Renewal & Replacement Reserve		250,000		0		250,000
	* Renewal, Replace., Cap Imp (Mult. Cty)		1,032,660		0		1,032,660
	* IT Renewal & Replacement Reserve		350,000		0		350,000
	* Prior year PERS Reserve		2,660,801		0		2,660,801
<i>EXCISE</i>	<i>Excise Tax</i>						
4050	Excise Taxes		12,805,010		0		12,805,010
<i>RPTAX</i>	<i>Real Property Taxes</i>						
4010	Real Property Taxes-Current Yr		9,024,168		0		9,024,168
4015	Real Property Taxes-Prior Yrs		270,725		0		270,725
<i>GRANTS</i>	<i>Grants</i>						
4100	Federal Grants - Direct		2,903,137		433,372		3,336,509
4105	Federal Grants - Indirect		4,774,018		438,380		5,212,398
4110	State Grants - Direct		744,565		1,071,068		1,815,633
4115	State Grants - Indirect		345,700		0		345,700
4120	Local Grants - Direct		4,854,805		2,000,000		6,854,805
4125	Local Grants - Indirect		235,372		0		235,372
<i>LGSHRE</i>	<i>Local Gov't Share Revenues</i>						
4135	Marine Board Fuel Tax		118,125		0		118,125
4139	Other Local Govt Shared Rev.		378,362		0		378,362
<i>GVCNTB</i>	<i>Contributions from Governments</i>						
4145	Government Contributions		81,500		0		81,500
<i>LICPER</i>	<i>Licenses and Permits</i>						
4150	Contractor's Business License		400,000		0		400,000
<i>CHGSVC</i>	<i>Charges for Service</i>						
4160	Boat Ramp Use Permits		500		0		500
4165	Boat Launch Fees		166,550		0		166,550
4180	Contract & Professional Service		144,500		0		144,500
4200	UGB Fees		50,000		0		50,000
4230	Product Sales		1,775		0		1,775
4280	Grave Openings		194,901		0		194,901
4285	Grave Sales		139,707		0		139,707
4500	Admission Fees		6,168,023		0		6,168,023
4510	Rentals		739,371		0		739,371
4550	Food Service Revenue		4,115,953		0		4,115,953

Exhibit A
Ordinance No. 06-1100

ACCT	DESCRIPTION	Current Budget		Revision		Amended Budget	
		FTE	Amount	FTE	Amount	FTE	Amount
General Fund							
4560	Retail Sales		1,917,209		0		1,917,209
4580	Utility Services		2,100		0		2,100
4610	Contract Revenue		912,953		0		912,953
4620	Parking Fees		639,553		0		639,553
4630	Tuition and Lectures		812,487		0		812,487
4635	Exhibit Shows		433,778		0		433,778
4640	Railroad Rides		487,442		0		487,442
4645	Reimbursed Services		186,047		0		186,047
4650	Miscellaneous Charges for Service		29,625		0		29,625
4760	Sponsorships		14,000		0		14,000
<i>INTRST</i>	<i>Interest Earnings</i>						
4700	Interest on Investments		329,419		0		329,419
<i>DONAT</i>	<i>Contributions from Private Sources</i>						
4750	Donations and Bequests		1,151,295		0		1,151,295
4670	Charges for Service		869,007		0		869,007
<i>MISCRV</i>	<i>Miscellaneous Revenue</i>						
4170	Fines and Forfeits		25,000		0		25,000
4890	Miscellaneous Revenue		80,212		0		80,212
<i>INFREQ</i>	<i>Special Items-Infrequent Items</i>						
4810	Sale of Fixed Assets		2,000		0		2,000
<i>DBTREV</i>	<i>Bond & Loan Proceeds</i>						
4905	Revenue Bond Proceeds		24,313,286		0		24,313,286
<i>EQTREV</i>	<i>Fund Equity Transfers</i>						
4970	Transfer of Resources						
	* from MERC Operating Fund		1,778,272		0		1,778,272
	* from MERC Pooled Capital Fund		61,160		0		61,160
	* from Metro Capital Fund-Tibbets Acct		500		0		500
	* from Metro Capital Fund-Zoo Projects		9,634		0		9,634
	* from Open Spaces Fund		58,485		0		58,485
	* from Risk Management Fund		32,384		0		32,384
	* from Solid Waste Revenue Fund		1,205,549		0		1,205,549
<i>INDTRV</i>	<i>Interfund Reimbursements</i>						
4975	Transfer for Indirect Costs						
	* from MERC Operating Fund		1,659,536		0		1,659,536
	* from Open Spaces Fund		312,499		0		312,499
	* from Smith & Bybee Lakes Fund		0		0		0
	* from Solid Waste Revenue Fund		3,463,419		0		3,463,419
<i>INTSRV</i>	<i>Internal Service Transfers</i>						
4980	Transfer for Direct Costs						
	* from MERC Operating Fund		72,677		0		72,677
	* from Open Spaces Fund		31,796		0		31,796
	* from General Capital Fund-Farmer Acct		0		0		0
	* from Smith & Bybee Lakes Fund		21,700		0		21,700
	* from Solid Waste Revenue Fund		359,466		0		359,466
TOTAL RESOURCES			\$108,378,693		\$3,942,820		\$112,321,513

**Exhibit A
Ordinance No. 06-1100**

ACCT	DESCRIPTION	Current Budget		Revision		Amended Budget	
		FTE	Amount	FTE	Amount	FTE	Amount
General Fund							
Planning Department							
<i>Personal Services</i>							
<i>SALWGE</i>	<i>Salaries & Wages</i>						
5010	Reg Employees-Full Time-Exempt						
	Administrative Assistant	2.00	70,500	-	0	2.00	70,500
	Assistant Management Analyst	1.00	49,549	-	0	1.00	49,549
	Assistant Regional Planner	3.00	144,631	-	0	3.00	144,631
	Assistant Transportation Planner	4.00	175,400	-	0	4.00	175,400
	Associate Management Analyst	1.00	57,281	-	0	1.00	57,281
	Associate Public Affairs Specialist	1.00	44,922	-	0	1.00	44,922
	Associate Regional Planner	5.00	271,449	-	0	5.00	271,449
	Associate Trans. Planner	5.00	289,482	1.00	26,820	6.00	316,302
	Director I	1.00	115,046	-	0	1.00	115,046
	Manager I	4.00	298,365	-	0	4.00	298,365
	Manager II	8.00	684,719	-	0	8.00	684,719
	Principal Regional Planner	5.00	385,830	-	0	5.00	385,830
	Principal Transportation Planner	3.00	232,209	-	0	3.00	232,209
	Program Analyst V	1.00	69,402	-	0	1.00	69,402
	Program Director II	2.00	233,391	-	0	2.00	233,391
	Program Supervisor II	4.00	293,120	-	0	4.00	293,120
	Senior Engineer	-	0	1.00	29,557	1.00	29,557
	Senior Management Analyst	2.00	115,104	-	0	2.00	115,104
	Senior Public Affairs Specialist	0.55	33,648	1.00	28,169	1.55	61,817
	Senior Regional Planner	6.00	388,608	-	0	6.00	388,608
	Senior Transportation Planner	10.00	687,178	1.00	31,034	11.00	718,212
5015	Reg Empl-Full Time-Non-Exempt						
	Administrative Secretary	3.00	102,792	-	0	3.00	102,792
	Program Assistant 2	1.00	40,800	-	0	1.00	40,800
5020	Reg Emp-Part Time-Exempt						
	Assistant Management Analyst	0.75	35,392	-	0	0.75	35,392
	Assistant Transportation Planner	0.50	22,460	-	0	0.50	22,460
	Associate Regional Planner	1.05	57,223	-	0	1.05	57,223
	Senior Regional Planner	0.90	54,129	-	0	0.90	54,129
	Senior Trans. Planner	0.40	23,165	-	0	0.40	23,165
5030	Temporary Employees		33,092		0		33,092
5080	Overtime		5,000		0		5,000
	Salary Adjustment Pool (non-represented)		78,571		0		78,571
	Step Increases (AFSCME)		81,214		0		81,214
	COLA (represented employees)		81,214		0		81,214
<i>FRINGE</i>	<i>Fringe Benefits</i>						
5100	Fringe Benefits						
	Base Fringe (variable & fixed)		2,054,661		45,192		2,099,853
Total Personal Services		76.15	\$7,309,547	4.00	\$160,772	80.15	\$7,470,319

Exhibit A
Ordinance No. 06-1100

ACCT	DESCRIPTION	Current Budget		Revision		Amended Budget	
		FTE	Amount	FTE	Amount	FTE	Amount
General Fund							
<i><u>Materials & Services</u></i>							
<i>GOODS</i>	<i>Goods</i>						
	5201 Office Supplies		229,262		0		229,262
	5205 Operating Supplies		69,700		0		69,700
	5210 Subscriptions and Dues		35,380		0		35,380
<i>SVCS</i>	<i>Services</i>						
	5240 Contracted Professional Svcs		3,138,578		1,782,048		4,920,626
	5251 Utility Services		6,750		0		6,750
	5260 Maintenance & Repair Services		76,400		0		76,400
	5265 Rentals		10,500		0		10,500
	5280 Other Purchased Services		204,400		0		204,400
<i>IGEXP</i>	<i>Intergov't Expenditures</i>						
	5300 Payments to Other Agencies		496,638		2,000,000		2,496,638
<i>INCGEX</i>	<i>Internal Charges for Service</i>						
	5400 Charges for Service		79,900		0		79,900
<i>OTHEXP</i>	<i>Other Expenditures</i>						
	5440 Program Purchases		2,795,461		0		2,795,461
	5450 Travel		60,650		0		60,650
	5455 Staff Development		39,760		0		39,760
Total Materials & Services			\$7,243,379		\$3,782,048		\$11,025,427
Total Capital Outlay			\$32,000		\$0		\$32,000
TOTAL REQUIREMENTS		76.15	\$14,584,926	4.00	\$3,942,820	80.15	\$18,527,746

Exhibit B
Ordinance No. 06-1100
FY 2005-06 SCHEDULE OF APPROPRIATIONS

GENERAL FUND	<u>Current</u>	<u>Revision</u>	<u>Amended</u>
	<u>Appropriation</u>	<u>Revision</u>	<u>Appropriation</u>
Council Office			
Operating Expenses (PS & M&S)	1,594,311	0	1,594,311
Subtotal	<u>1,594,311</u>	<u>0</u>	<u>1,594,311</u>
Finance & Administrative Services			
Operating Expenses (PS & M&S)	6,674,834	0	6,674,834
Capital Outlay	326,000	0	326,000
Subtotal	<u>7,000,834</u>	<u>0</u>	<u>7,000,834</u>
Human Resources			
Operating Expenses (PS & M&S)	1,136,818	0	1,136,818
Subtotal	<u>1,136,818</u>	<u>0</u>	<u>1,136,818</u>
Metro Auditor			
Operating Expenses (PS & M&S)	631,742	0	631,742
Subtotal	<u>631,742</u>	<u>0</u>	<u>631,742</u>
Office of Metro Attorney			
Operating Expenses (PS & M&S)	1,390,347	0	1,390,347
Subtotal	<u>1,390,347</u>	<u>0</u>	<u>1,390,347</u>
Oregon Zoo			
Operating Expenses (PS & M&S)	21,412,240	0	21,412,240
Capital Outlay	462,150	0	462,150
Subtotal	<u>21,874,390</u>	<u>0</u>	<u>21,874,390</u>
Planning			
Operating Expenses (PS & M&S)	14,552,926	3,942,820	18,495,746
Capital Outlay	32,000	0	32,000
Subtotal	<u>14,584,926</u>	<u>3,942,820</u>	<u>18,527,746</u>
Public Affairs & Government Relations			
Operating Expenses (PS & M&S)	1,228,768	0	1,228,768
Subtotal	<u>1,228,768</u>	<u>0</u>	<u>1,228,768</u>
Regional Parks & Greenspaces			
Operating Expenses (PS & M&S)	6,314,599	0	6,314,599
Capital Outlay	75,000	0	75,000
Subtotal	<u>6,389,599</u>	<u>0</u>	<u>6,389,599</u>
Non-Departmental			
Operating Expenses (PS & M&S)	34,375,694	0	34,375,694
Debt Service	825,907	0	825,907
Subtotal	<u>35,201,601</u>	<u>0</u>	<u>35,201,601</u>

Exhibit B
Ordinance No. 06-1100
FY 2005-06 SCHEDULE OF APPROPRIATIONS

	<u>Current Appropriation</u>	<u>Revision</u>	<u>Amended Appropriation</u>
GENERAL FUND			
General Expenses			
Interfund Transfers	7,623,242	0	7,623,242
Contingency	7,769,686	0	7,769,686
Subtotal	15,392,928	0	15,392,928
Unappropriated Balance	1,952,429	0	1,952,429
Total Fund Requirements	\$108,378,693	\$3,942,820	\$112,321,513

All other Appropriations Remain as Previously Adopted

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 06-1100 FOR THE PURPOSE OF RECOGNIZING NEW PLANNING GRANTS AND ASSOCIATED EXPENDITURES IN THE GENERAL FUND, ADDING 4.0 FTE IN THE PLANNING DEPARTMENT AND DECLARING AN EMERGENCY

Date: December 12, 2005

Presented by: Andrew C. Cotugno

BACKGROUND

This request is to approve an amendment to the FY 2005-06 Budget to:

- 1) Approve additional activities in transportation planning programs, adding 3.0 FTE and increasing Metro's PL funding from \$1,254,928 to \$1,693,380 (an increase of \$438,380 to the FY 2006 PL funding contract);
- 2) Approve the addition of the Columbia River Crossing project of \$409,468 (anticipated total project cost of \$1,210,000), adding 1.0 FTE, and authorizing the execution of a resulting Intergovernmental Governmental Agreement (IGA);
- 3) Add \$75,000 for a TGM grant to fund consultant support for the Freight Study program;
- 4) Enhance the Regional Travel Options program approving an amendment of \$586,600 to the Oregon Department of Transportation (ODOT) Marketing agreement and to account for an increase in Congestion Management Air Quality (CMAQ) funds of \$433,372; and
- 5) Approve an increase of \$2 million received from the IGA with TriMet for the TOD & Centers Program to purchase property from the City of Beaverton.

This amendment includes increases in transportation planning activities to be carried out in the Portland-Vancouver metropolitan region during FY 2005-06. Those additional activities included:

- **Regional Transportation Plan (RTP)** – RTP will be expanded to incorporate new corrective actions and recommendations identified in the Federal 2004 Triennial Review and to implement “New Look” policies resulting from upcoming evaluation of the 2040 Growth Concept. In addition, this budget reflects a shift of \$150,000 from the 2040 re-evaluation to the RTP Update as approved by Resolution No. 05-3610A “For the Purpose of Issuing a Request for Proposals to Develop a Work Scope for an Expanded 2005-08 Regional Transportation Plan Update that Incorporates the “Budgeting for Outcomes” Approach to Establish Regional Priorities” which was adopted on September 22, 2005. The request for proposal will fund consultant support in developing the financially constrained RTP. *Increases Budget - \$99,000.*
- **Regional Mobility Program-Congestion Management (CMS)-ITS** – Work will be expanded to include CMS as required as part of the 2003 Federal Certification Review, increase Metro's involvement with the TransPort Committee, establish a CMS steering group, conduct local CMS training, integrate CMS data collection with 2040 Performance Indicators, and continue to develop new innovations in congestion monitoring. *Increases Budget - \$20,000.*
- **Metropolitan Transportation Improvement Program (MTIP)** – Metro will begin a new role of guiding project development for planning activities funded through the MTIP at the request of ODOT which will involve expanding Metro's professional capabilities to include a licensed

engineer. MTIP will also begin developing a new database that will enhance our ability to extract project data and conduct regular updates. *Increases Budget - \$100,000.*

- **Metropolitan Planning Organization (MPO)** – Adds development work on CMS roadmap and continued participation in MPO coordination activities through the Oregon MPO Consortium and in quarterly MPO technical meetings. At ODOT’s request, Metro will also play a larger administrative role in regional planning project where the local is the lead agency, the Federal Highway Administration (FHWA) is the grantor and ODOT is the pass-through. Metro will take part in negotiating scope, schedule and budget with the locals and perform general contract administration. ODOT will continue to be the pass-thru agency, initiate three-party IGA’s and assist the local jurisdictions with their subconsultant procurement. *Increases Budget - \$31,000*
- **Project Development** – Adds Metro’s participation in Oregon Innovated Partnership Program (dealing with private/public highway projects) and accounts for Metro’s development work on Columbia River Crossing Project prior to the effective date of the IGA with Washington State Department of Transportation (WSDOT). *Increases Budget - \$100,000*
- **Model Development** – Because Metro received additional PL we able to additional funding for Household Survey. *Increases Budget - \$88,380*

The amendment also includes the following projects to Metro’s corridor planning role:

- **Columbia River Crossing Project** – A joint project with ODOT and WSDOT to implement the recommendations forwarded by the I-5 Transportation and Trade Partnership. Metro will provide technical services for land use allocation and travel demand forecasting. This project is funded through WSDOT. *Budget - \$409,468.*
- **Freight Study** – Metro received \$150,000 Travel & Growth Management grant to complete a regional freight study. It is expected that \$75,000 will be spent this fiscal year. *Increases Budget - \$75,000*

The amendment also includes the following changes to the Regional Travel Options program:

- **Regional Travel Options** – ODOT is initiating an amendment to Metro’s marketing agreement for Metro to subcontract a marketing campaign to raise public awareness of travel options. The campaign will include television, radio, and outdoor advertising, earned media and community outreach. Also Metro applied for an increase in CMAQ funds to account for the transition of the management Travel Management Association (TMA) contracts from TriMet to Metro. *Increases Budget - \$1,019,972.*

Additionally the amendment includes the following addition to the TOD & Centers program:

- **TOD & Centers Implementation Project in Beaverton Regional Center** – The TOD & Centers Program purchase from Beaverton an undivided pro-rata share of fee simple interest in a 4.57-acre property located at 3950 SW Cedar Hills Boulevard (the “Westgate Property”). Beaverton has executed a Purchase and Sale Agreement to purchase this site at a total cost of \$4.9 million. Metro and the City of Beaverton will jointly evaluate and select a developer and be parties to the Development Agreement. A land value write down may be exercised by either party from their portion of the site value in order to secure public objectives and land sale proceeds (if any) will be distributed on a pro-rata basis of ownership. The City will provide environmental indemnification of the Westgate Property to hold Metro harmless, and will provide property management duties. *Increases Budget - \$2,000,000.*

ANALYSIS/INFORMATION

1. **Know Opposition:** None known.
2. **Legal Antecedents:** ORS 294.326(3) provides an exemption to Oregon Budget Law allowing for the expenditure in the year of receipt of grants, gifts and bequests received by a municipal corporation in trust for a specific purpose. ORS 294.450 provides for transfers of appropriations within a fund, including transfers from contingency, if such transfers are authorized by official resolution or ordinance of the governing body for the local jurisdiction.
3. **Anticipated Effects:** This action would increase the Planning Department's FTE by 4.0 FTE to provide needed staff to accomplish the increased transportation planning activities.
4. **Budget Impacts:** This action would add 1.0 FTE Senior Transportation Planner (\$43,168), 1.0 FTE Senior Engineer (\$41,114), 1.0 FTE Associate Transportation Planner (\$37,305) and 1.0 FTE Senior Public Affairs Specialist (\$39,185) for a Personal Services increase of \$160,772 and an increase of \$3,782,048 in Materials and Services; increasing the total FY 2005-06 Budget by \$3,942,820.

RECOMMENDED ACTION

The Chief Operating Operator recommends adoption of Ordinance No. 06-1100.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF REORGANIZING THE METRO COUNCIL IN 2006) RESOLUTION NO. 06-3653
)
) Introduced by Council President
) David Bragdon

WHEREAS, the Metro Charter directs the Council to adopt an annual organizing resolution for the orderly conduct of Council business; and

WHEREAS, the Metro Charter provides that the Council President appoints the Deputy President and all members of committees, commissions and boards; and

WHEREAS, the Council President has nominated Councilor Carl Hosticka to serve as the Deputy President for 2006; now therefore

BE IT RESOLVED:

1. That the Metro Council elects Councilor Carl Hosticka to be the Deputy for 2006.
2. All other appointments made for 2005 as expressed in resolution 05-3524 shall remain in effect for 2006, with the exception that Councilor Liberty shall now succeed Councilor Hosticka as an *ex officio* delegate to the Oregon Zoo Foundation board, and these appointments are hereby confirmed by the council.

ADOPTED by the Metro Council this 5th day of January, 2006.

David Lincoln Bragdon, Council President

Approved as to Form:

Daniel B. Cooper, Metro Attorney

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING THE FY) RESOLUTION NO. 06- 3651
2006 UNIFIED PLANNING WORK PROGRAM)
) Introduced by Councilor Rex Burkholder

WHEREAS, the Unified Planning Work Program (UPWP) describes all federally funded transportation planning activities for the Portland-Vancouver metropolitan area to be conducted in FY 2006; and

WHEREAS, approval for new funding and projects to the FY 2006 UPWP requires Metro Council consent; and

WHEREAS, the State of Oregon Department of Transportation (ODOT) increased Metro's Federal Metropolitan Planning Funds (PL) contract by \$438,380; and

WHEREAS, the budgets and draft scopes of work to be included in the Unified Planning Work Program are attached as Exhibits A-K; and

WHEREAS, Metro will jointly participate with ODOT and Washington Department of Transportation (WDOT) for the Columbia River Crossing Project; and

WHEREAS, the Columbia River Crossing Project will be funded by an Intergovernmental Agreement through the WDOT; and

WHEREAS, the Columbia River Crossing Project UPWP budget and scope of work is attached as Exhibit H; and

WHEREAS, Metro received a Transportation and Growth Management (TGM) grant to complete a regional freight study as identified in UPWP in Exhibit I; and

WHEREAS, four new local planning studies have been identified for fiscal year 2005-06 in the 2006-09 Metropolitan Transportation Improvement Program (MTIP); and

WHEREAS, Metro will participate in the administration of these planning activities through agreements with the ODOT and a local city transportation agency; and

WHEREAS, the budgets and draft scopes of work to be included in the UPWP are attached as Exhibits J; and

WHEREAS, ODOT will amend the ODOT-Metro Marketing Agreement for Regional Travel Options to develop a travel options marketing campaign; and

WHEREAS, the management of the Regional Travel Options partner contracts has transitioned from TriMet to Metro which increases Metro's use of Congestion Management Air Quality (CMAQ) funds previously allocated through MTIP as a pass-through to subcontractors; and

WHEREAS, Metro has applied to receive the CMAQ funds; now therefore

BE IT RESOLVED that the Metro Council approves and authorizes the following FY 2006 UPWP amendments:

1. The \$438,380 amendment in Federal Highway Planning funds;
2. The addition of \$75,000 to the Freight Study program through a TGM grant;
3. The addition of an intergovernmental agreement to provide \$409,468 for Metro's support on the Columbia River Crossing Project;
4. Inclusion of four new local planning projects of regional significance;
5. The \$586,600 amendment to the ODOT Marketing Agreement for the Regional Travel Options program;
6. The addition of \$433,372 to Regional Travel Options in CMAQ funding; and
7. Metro's Chief Operating Officer is authorized to apply for, accept and execute grants and agreements specified in the UPWP.

ADOPTED by the Metro Council this day _____ of January 2006

David Bragdon, Council President

Approved as to Form:

Daniel B. Cooper, Metro Attorney

01/24/05
revised 12/12/05

FY 2006 UNIFIED PLANNING WORK PROGRAM
OTHER PROJECTS OF REGIONAL SIGNIFICANCE
FUNDING SUMMARY

<u>Federal Aid Number</u>	<u>Project</u>	<u>Jurisdiction</u>	<u>STP</u>	<u>CMAQ</u>	<u>37-x00101 JARC</u>	<u>Section 1118</u>	<u>Section 5309</u>	<u>SPR</u>	<u>Funds/ Match</u>	<u>TOTAL</u>
X-STP5900(144)	<i>Red Electric</i>	<i>Portland</i>	135,000						15,000	150,000
	<i>Division Street</i>	<i>Portland</i>	303,000						34,680	337,680
	<i>Interstate TravelSmart SMART</i>	<i>Portland</i> <i>Wilsonville</i>	500,365	91,000					52,935	553,300
X-HPPC067(043)	<i>I-5/99W Corridor</i>	<i>Washington Co</i>	2,100,000						1,850,000	3,950,000
	<i>Regional Freight Data</i>	<i>Port of Portland</i>	500,000						164,000	664,000
	<i>Streamline/ Bus Stop Development</i>	<i>TriMet</i>		1,233,788					141,121	1,374,909
	<i>Job Access/JARC</i>	<i>TriMet</i>			1,678,800				1,678,800	3,357,600
NCPD S000(197)	<i>Interstate Max Eval</i>	<i>TriMet</i>					295,539		75,461	371,000
	<i>I-5 Columbia Riv Crosng</i>	<i>ODOT</i>				6,500,000			400,000	6,900,000
	<i>MLK Jr. Blvd.</i>	<i>Portland</i>	500,000						54,450	554,450
	<i>St. Johns Ped/Frieght</i>	<i>Portland</i>	75,000						7,840	82,840
	<i>Highway 43 Blvd.</i>	<i>West Linn</i>	200,000						20,900	220,900
	<i>Tonquin Trail</i>	<i>Metro</i>	188,000						19,650	207,650
	<i>Planning Assistance</i>	<i>ODOT</i>						3,526,400		3,526,400
GRAND TOTAL			4,501,365	1,324,788	1,678,800	6,500,000	295,539	3,526,400	4,525,252	22,352,144
Division - STIP-13529										22,352,144
Red Electric - STIP Key #11443										
I-5/99W -STIP Key #09788										

Metro
FY 2006 UNIFIED PLANNING WORK PROGRAM FUNDING SUMMARY

	<i>carryover</i>															
<i>METRO</i>	06PL ODOT	key 134783 06 STP* Metro H230 (1)	04 STP ODOT Match (1)	FY06 ODOT Support Funds	FY06 Sec5303* 80X015	FY06 Local TriMet	FY06 TriMet	FY06 Eastside Streetcar	FY05 ODOT RTO STP/Match	FY05* FTA Willamette Shoreline(a) OR90-X115	FY04* TriMet CMAQ	key 13293 FY04* Damascus STP Q230	FHWA TRANSIMS 66-01*	Other Funds (3)	Local Match	TOTAL
Transportation Planning																
1. Regional Transportation Plan	553,378	177,346	4,730	73,527	16,600	31,133									27,286	884,000
2. Green Streets Program	6,710	19,836													2,454	29,000
3. Livable Streets Program	4,710	20,899	359												2,032	28,000
4. 2040 Performance Indicators	14,320	49,725	2,159	1,000	1,000	1,000									4,796	74,000
5. Regl Mobility Program/CMS/ITS	25,591	20,652	1,182	15,643	3,000	2,000									2,932	71,000
6. Urban Growth Boundry Planning					5,600										1,400	7,000
7. 2040 Re-Evaluation - Trans Support	218,113	57,229	2,813	4,000	32,456	1,000									12,389	328,000
8. Bike There! Walk There		34,636	1,983												1,981	38,600
9. Metro Transportation Imprv Prog	155,340	131,403	360	33,866	13,307	64,100									15,624	414,000
10. Damascus Area Planning Program												213,206			8,832	222,038
Research & Modeling																
1. Trans Model Improvement Prog													188,000		47,000	235,000
2. Model Development Program	240,417	111,293	3,738	4,000	21,418	2,851									27,663	411,380
3. Trans System Monitoring	20,422	55,254	3,057		20,000										8,267	107,000
4. Technical Assistance Program		38,192		27,500		8,300									4,370	78,362
5. Data, Growth Monitoring	86,373			15,000	63,336	37,500								514,684	871,634	1,588,527
Administrative Services																
1. Mgmt & Coord/Grants Mgmt	375,132	211,712	2,466	16,027	30,800	8,000									51,581	695,718
2. Environmental Justice/Title VI		4,487		5,134	2,947	6,316									12,116	31,000
Corridor Planning																
1. I/205/Portland Mall Light Rail Proj							50,000									50,000
2. Milwaukie Light Rail SDEIS							255,000									255,000
3. Willamette Shoreline AA										165,000			688,000	97,629	950,629	
5. Eastside Transit AA								674,000							6,000	680,000
4. Transit Planning						16,800									-	16,800
6. Project Development	100,000			2,000	25,000	17,750									6,250	151,000
7. Next Corridor	123,204	519,378	843	5,000	2,325	15,402									70,658	736,810
8. Hwy 217 Corridor Refinement Plan	9,673	86,883	4,970		9,200										7,274	118,000
9. Bi-State Coordination	33,044	4,058		5,000	5,000	7,484									1,914	56,500
10. Regional Freight Plan	46,871	92,049	500		20,000									90,000	16,580	266,000
11. RegionalTrans Planning Financing	59,500	19,515		17,303	31,667	5,364									18,151	151,500
12. Regional Travel Options									1,036,600		789,600				40,772	1,866,972
13. Columbia River Crossing Project														409,468	-	409,468
Metro Subtotal	2,072,798	1,654,547	29,160	225,000	303,656	225,000	305,000	674,000	1,036,600	165,000	789,600	213,206	188,000	1,702,152	1,367,585	10,951,304
GRAND TOTAL																
2,072,798 1,654,547 29,160 225,000 303,656 225,000 305,000 674,000 1,036,600 165,000 789,600 213,206 188,000 1,702,152 1,367,585 10,951,304																

*Federal funds only, no match included

(1) FY 06 STP is comprised of \$770,000 federal plus FY04 (Key 12465(Q23)) carryover of \$509,548 federal +29,160 ODOT (1/2 match) freight study + \$300,000 Next Corridor Study

Federal Aid Numbers:
Damascus: STP-C000(015)

(2) See narratives for anticipated funding sources

10,951,304

REGIONAL TRANSPORTATION PLAN

PROGRAM

The adopted Regional Transportation Plan (RTP) serves as a policy and investment blueprint for long-range improvements to the region's transportation system. The RTP is updated regularly to ensure compliance with state and federal regulations, and to reflect evolving travel and economic trends and any subsequent changes in the region's transportation needs. The 2004 RTP established necessary updates to the projects and policies to ensure continued compliance with federal regulations. Local transportation plans in the region must conform to the RTP under provisions of the Oregon Transportation Planning Rule (TPR). Metro provides ongoing technical and policy support for local transportation planning activities. The RTP Program also includes corridor studies conducted in cooperation with the state and local jurisdictions.

MANDATES, AUTHORIZATIONS, CONSTRAINTS

The RTP responds to both state and federal mandates, but also carries out a broad range of regional planning objectives for implementing the 2040 Growth Concept. The following are mandates for the upcoming fiscal year:

RTP Update: An update is scheduled to begin in Fall 2005, with completion of federal requirements anticipated in late 2006, prior to the March 5, 2007 lapse date for the current RTP. Amendments identified in local and regional corridor planning efforts will be incorporated as well as a new horizon year of 2035 for project planning and systems analysis. It also will re-establish conformity with air quality regulations, and all other planning factors called out in federal regulations and in corrective actions identified in the 2004 federal triennial review that have not already been addressed through separate actions. This update will include development of a new financially constrained transportation system that will become the basis for upcoming funding allocations. The update will also implement "New Look" policies resulting from the upcoming re-evaluation of the 2040 Growth Concept.

Local Transportation System Plan (TSP) Support: Metro will continue to work closely with local jurisdictions during the next fiscal year to ensure regional policies and projects are enacted through local plans. This work element will include the following activities:

- Professional support for technical analysis and modeling required as part of local plan updates
- Professional support at the local level to assist in development of local policies, programs and regulations that implement the RTP
- Written and spoken testimony in support of proposed amendments to local plans
- Provide public information and formal presentations to local government committees, commissions and elected bodies as well as interested citizen, civic and business groups on the RTP

Management Systems: the federally mandated Congestion Management System (CMS) was first incorporated into the RTP as part of the 2000 update, and the CMS will be expanded as part of the upcoming update to incorporate new recommendations from the FHWA. The updated RTP will implement a CMS Roadmap that responds to federal corrective actions identified during the 2004 triennial review. Key activities for FY 2005-06 will be to create processes that incorporate CMS information into planning activities, initiate system monitoring based upon management-system performance measures, complete local project review for consistency with the CMS and ongoing data collection and input to keep the CMS current. As part of the CMS work program, Metro will also establish a steering group of key CMS partners, including Portland State University, ODOT, TriMet and other major transportation providers.

Regional Transportation and Information: A transportation "annual report" will be prepared detailing key RTP policies and strategies. The report will list information and data commonly requested by the public and media, including supporting text and graphics. Data collected, as

REGIONAL TRANSPORTATION PLAN

part of the CMS will also be incorporated into this report. The report will include a user-friendly, public-release version as well as a Technical Appendix. This objective will be completed in coordination with the 2040 Performance Indicators project.

Public Involvement: Metro will continue to provide an ongoing presence with local citizen, civic and business groups interested in the RTP as well as public agencies involved in local plan updates. The work site will be continually upgraded and expanded to include emphasis on 2000 RTP implementation as well as an on-line public forum for transportation and other planning issues.

STAKEHOLDERS

- Metro Council
- Regional partner agencies and members of the public
- TPAC and MTAC
- JPACT and MPAC
- Regional Transportation Council (RTC) of metropolitan Clark County, Washington
- Adjacent planning organizations, including Mid-Willamette Area Commission on Transportation (MWACT) and Northwest Area Commission on Transportation (NWACT)

OBJECTIVES/PRODUCTS/DELIVERABLES

- Publish an the 2004 RTP document
- Complete and publish the RTP Technical Appendix for regional distribution
- Complete follow-up studies on street design and connectivity
- Expand the web presence of the RTP to include a public forum and implementation tools
- Coordinate and provide technical assistance in local transportation system plan development and adoption
- Continue to coordinate regional corridor refinement plans identified within the RTP with ODOT's Corridor Studies
- Maintain database consistent with changes in population and employment forecasts, travel-demand projections for people and goods, cost and revenue estimates and amendments to local comprehensive plans. Produce a corresponding "annual report" highlighting key information and trends
- Participate with local jurisdictions involved in implementation and development of local transportation system plans
- Initiate a CMS steering group to oversee CMS program development, and incorporation of CMS data into the RTP process
- Approval of a schedule for the 2007 RTP

ACCOMPLISHMENTS OF THIS PROGRAM TO DATE

A major update to the RTP began in FY 1995-96 and concluded in early FY 2000-01, with the adoption of the 2000 RTP in August 2000. The purpose of the update was twofold: first, the plan had to meet the State TPR requirements. Among other provisions, the rule seeks to reduce reliance upon the automobile and promote the use of alternative modes of transportation. Second, the update reflected the ongoing Region 2040 planning effort. The RTP now serves as the transportation element of the Regional Framework Plan. During the four-year process, the update advanced through three distinct phases: (1) policy revisions in 1996 (approved by Metro Council resolution), (2) system alternatives analysis in 1997 and (3) project development and analysis in 1998-99. Finally, an adoption phase occurred from December 1999 to August 2000.

The 2000 RTP established consistency with federal regulations for development of a financially constrained transportation system. The RTP financially constrained system was created in partnership with ODOT, TriMet and local governments using state forecasts generated by ODOT. The 2000 RTP also addresses all planning factors called for in federal regulations. As such, the

REGIONAL TRANSPORTATION PLAN

RTP functions as an element of the Oregon Highway Plan for the metropolitan region, and establishes eligibility for use of federal funds in transportation projects.

The State TPR required the 25 cities and 3 counties in the Metro region to update local plans to be consistent with the RTP within one year of the August 10, 2000 adoption date. To assist local jurisdictions, a number of supporting fact sheets were produced along with other materials to help local officials interpret the new plan. In 2002, many jurisdictions were still involved in local transportation updates to implement the new regional policies. Specific Metro staff were assigned to each implementing jurisdiction and worked closely with their staff to ensure those local-plan updates proceeded successfully. Though State TPRs require the local plans to be updated within one year, it is likely that several jurisdictions will need more time to fully address the new RTP.

The 2000 RTP also included a number of "refinement plans" for corridors where more detailed work is needed to identify specific transportation needs. In 2001, Metro completed the Corridor Initiatives project, thereby establishing an implementation program for these corridor studies. It was adopted as an amendment to the RTP Appendix. In 2002, JPACT and the Metro Council adopted a package of "post-acknowledgement" amendments that were largely required as part of state approval of the RTP in 2001.

In late 2003, the 2004 Federal Update to the RTP was adopted to address federal planning requirements that must be considered in a three-year ongoing basis. In FY 2004-05, an update began that addressed both state and federal requirements, and replaces the 2000 Plan. The work plan accommodated both the Metro Council direction to incorporate lessons and policy initiatives from the 2040 Growth Concept Review and requirements to maintain an RTP that meets federal regulations for transportation planning and air quality.

BUDGET SUMMARY

Requirements:		Resources:	
Personal Services	\$ 515,773	PL	\$ 553,378
Interfund Transfers	\$ 169,050	STP/ODOT Match	\$ 182,076
Materials & Services	\$ 179,000	ODOT Support	\$ 73,527
Printing	\$10,000	Section 5303	\$ 16,600
Misc.	19,000	TriMet	\$ 31,133
Contract	100,000	Metro	\$ 27,286
Computer	\$ 20,178		
TOTAL	\$ 884,000	TOTAL	\$ 884,000

Full-Time Equivalent Staffing

Regular Full-Time FTE	5.3
TOTAL	5.3

REGIONAL MOBILITY PROGRAM – CONGESTION MANAGEMENT – ITS

PROGRAM

The 2004 Federal Update to the RTP identified hundreds of needed improvements throughout the region, including numerous capacity improvements and system-management projects aimed at relieving congestion in chronic traffic “hot spots.” The RTP is also largely unfunded, which means that congestion-relief projects may not proceed in a timely manner. The Regional Mobility Program seeks to monitor the ongoing effects of congestion on livability and the regional economy, the degree to which delayed improvements are compounding these effects, and develop multi-modal strategies for coping with the gap in needed improvements.

MANDATES, AUTHORIZATIONS, CONSTRAINTS

The Regional Mobility Program encompasses federal mandates to maintain “congestion management” and “intelligent transportation” systems. This work implements the Congestion Management System (CMS) Road Map required as part of the 2003 federal certification review. These programs are already largely incorporated into the RTP and include:

- Inventory of Congestion Hot Spots: Staff will work closely with TPAC, ODOT, the Port of Portland and local jurisdictions to develop and maintain an inventory of known congestion hot spots. This element will be conducted in concert with data inventory requirements of the Congestion Management System
- Ranking of Congestion Hot Spots: Metro will work with TPAC, ODOT and local jurisdictions to develop ranking criteria for evaluating the relative magnitude of known congestion hot spots, including measures addressing safety, system mobility and relative accessibility. These criteria will be used to develop a ranked list of congestion relief projects, incorporating existing RTP projects and others identified through this effort
- Congestion Action Plan: Working with JPACT and Metro Council, develop an action plan for implementing multi-modal congestion relief projects, including specific funding strategies for unfunded improvements. This work may be coordinated with a proposed regional transportation funding initiative in 2004
- Public Involvement: All activities require early, ongoing and responsive public involvement techniques, consistent with Metro public involvement policies. Newly-developed procedures to address environmental justice issues will be applied to this effort

The region’s intelligent transportation activities are further guided by the TransPort Committee, a multi-agency group of system providers involved in implementing intelligent transportation policy. In early 2005, the role of this group as a Subcommittee of TPAC was formalized.

STAKEHOLDERS

- Metro Council
- Regional partner agencies and members of the public
- TPAC
- JPACT

OBJECTIVES/PRODUCTS/DELIVERABLES

Objectives for FY 2005-06 include:

- Prepare and map an inventory of congestion hot spots that affect the regional transportation system
- Develop criteria for ranking congestion hot spots. Prepare a ranked list of proposed congestion relief projects that improve movement of people and goods for review by JPACT and Metro Council

REGIONAL MOBILITY PROGRAM – CONGESTION MANAGEMENT – ITS

- Support JPACT and the Metro Council in their efforts to implement a financial strategy for completing improvements in a timely manner
- Complete a CMS Roadmap in response to the 2003 federal triennial review corrective action
- Increase Metro’s involvement with the TransPort Committee
- Establish a CMS steering group in partnership with Portland State University, ODOT, TriMet and other local ITS providers to help guide implementation of the CMS Roadmap
- Conduct regional CMS training opportunities in partnership with the Federal Highway Administration
- Develop a Congestion Management System procedure manual defining data collection and publication requirements
- Integrate CMS data collection with the bi-annual 2040 Performance Indicators report and other periodic reporting activities
- Continue to develop new innovations in congestion monitoring as part of evolving the region’s congestion management strategy

ACCOMPLISHMENTS OF THIS PROGRAM TO DATE

The RTP Update was completed in August 2000 with two purposes: first, it had to meet requirements set forth in the state TPR. Among other provisions, the rule seeks to reduce reliance upon the automobile and promote use of alternative modes of transportation. Second, revisions must reflect the ongoing Region 2040 planning effort and serve as the transportation element of the Regional Framework Plan. Together, these state and regional policy initiatives are expected to go far in slowing growth in travel demand and congestion in the region.

A new congestion policy in the 2000 RTP recognizes that different congestion measures should be applied in different areas. In the updated plan, the peak-hour congestion standard is relaxed in densely developed areas with high-quality transit, for example, since these areas are less dependent upon motor vehicles as a means of travel. The standard is higher in major statewide “through-traffic” corridors and key-freight connections.

The remaining congestion relief projects within the 2000 RTP were developed subject to congestion management system provisions within the plan. These provisions require jurisdictions to consider other solutions, such as alternative mode improvements, before making capacity improvements to address congestion. These provisions resulted in a combination of capacity projects and alternative mode improvements in situations where alternative mode projects were not sufficient to meet projected travel need.

In 2003, a Federal Update to the 2000 RTP was completed, with an expanded system of projects eligible for federal funding and new revenues identified for future improvements. However, the RTP is still substantially under-funded, despite new revenues.

BUDGET SUMMARY

Requirements:		Resources:	
Personal Services	\$ 52,339	PL	\$ 25,591
Interfund Transfers	\$ 17,561	STP/ODOT Match	\$ 21,834
Materials & Services	\$ 1,100	ODOT Support	\$ 15,643
		Section 5303	\$ 3,000
		TriMet	\$ 2,000
		Metro	\$ 2,932
TOTAL	\$ 71,000	TOTAL	\$ 71,000

Full-Time Equivalent Staffing

Regular Full-Time FTE	0.6
TOTAL	0.6

METROPOLITIAN TRANSPORTATION IMPROVEMENT PROGRAM

PROGRAM

The Metropolitan Transportation Improvement Program (MTIP) is a critical tool for implementing the Regional Transportation Plan and 2040 Growth Concept. The MTIP is a multi-year program that allocates federal and state funds available for transportation system improvement purposes in the Metro region. Updated every two years, the MTIP allocates funds to specific projects, based upon technical and policy considerations that weigh the ability of individual projects to implement regional goals. The MTIP is also subject to federal and state air quality requirements, and a determination is made during each allocation to ensure that the updated MTIP conforms to air quality laws. These activities require special coordination with staff from ODOT and other regional, county and city agencies as well as significant public-involvement efforts.

MANDATES, AUTHORIZATIONS, CONSTRAINTS

The MTIP is entering the third year of a major reorganization of both the policy and database components. The objective of the MTIP reorganization is to emphasize tangible, built results where citizens will see Metro regional growth management programs in action through transportation improvements. MTIP allocations have been increasingly judged against their ability to help implement the 2040 Growth Concept. This has been accomplished through a system of technical scoring and special project categories that place emphasis on 2040 centers, industry and ports.

The program relies on a complex database of projects and funding sources that must be maintained on an ongoing basis to ensure availability of federal funds to local jurisdictions. The two-year updates set the framework for allocating these funds. The Federal Highway Administration (FHWA) monitors this process closely, to ensure that federal funds are being spent responsibly, and in keeping with federal mandates for transportation and air quality. Metro also partners closely with the State of Oregon to coordinate project selection and database management with STIP.

In 2005, Metro will transition into a new role of guiding project development for planning activities funded through the MTIP, at the request of the Oregon Department of Transportation. This new activity will involve expanding Metro's professional capabilities to include a licensed professional engineer, and establishing project oversight protocols to guide our review.

STAKEHOLDERS

- Metro Council
- Regional partner agencies and members of the public
- TPAC
- JPACT

OBJECTIVES/PRODUCTS/DELIVERABLES

The following are MTIP program objectives for FY 2005-06:

MTIP/STIP Update: Metro will begin the Priorities 2006-09 update; implementing updated MTIP policies and project review criteria for the next funding cycle. The updated MTIP will be published in complete and executive summary formats. Continued conformity with federal air quality standards will be demonstrated. The timing of this update will also bring the Metro program into alignment with the STIP.

: Metro will provide ODOT and local jurisdictions essential funding information to better schedule project implementation activities. Metro will also monitor past and current funding allocations and project schedules to manage cost variations from initial project estimates, and produce quarterly reports that document funding authorizations, obligations and

METROPOLITIAN TRANSPORTATION IMPROVEMENT PROGRAM

reserves by funding category and jurisdiction. Metro will also produce an annual report required by FHWA that reflects current costs, schedules, priorities, actual appropriations and other actions approved throughout the year. The annual report will address progress and/or delays in implementing major projects as mandated by ISTEA.

Other MTIP activities for FY 2005-06:

- Develop a long-term program to diversify funding opportunities beyond the current scope of federal funds, implementing regional policy through a combination of transportation and other funding sources on an ongoing basis
- Develop a local partnership initiative, to provide improved linkage between local capital improvement plans (LCIP) and the MTIP and determine what combination of funding and regulatory incentives would be most effective in drawing local funds toward regional policy goals
- Create a public-awareness program in coordination with Metro and agency communications staff to promote regional policies at the time of project construction and completion, including public signage, dedication activities and a significantly-expanded web resource on projects built with MTIP funds
- Conduct a block analysis on the areas surrounding each project submitted for funding consideration to ensure that environmental justice principles are met and to identify where additional outreach might be beneficial
- Expand the MTIP public awareness program to include printed materials, web resources and possibly a short video for use by public access broadcasters
- Work with ODOT and Metro's Data Resource Center to develop broad agency and public electronic access to a common MTIP database
- Continue to update the MTIP hardware/software platform to improve production of specialized report formats, cross connection with ODOT data sources and other database refinements
- Continue to coordinate inter-agency consultation on air quality conformity as required by state regulations. Conduct full public outreach (including notification), reports and public hearings that are required as part of the conformity process
- Adopt a new project development role to provide oversight of project planning activities funded through the MTIP.

ACCOMPLISHMENTS OF THIS PROGRAM TO DATE

In early 2002, a major update of MTIP policies and review criteria was launched in anticipation of the Priorities 2004-07 MTIP update. The purpose of this effort was to reorganize the MTIP to create a high profile, positive process for allocating federal funds, and reinforcing the region's commitment to implement the 2040 Growth Concept and RTP.

FY 2004 saw completion of the Priorities 2004-07 update to the MTIP and allocation of \$52 million in transportation funds to regional projects. The 2004-07 update included a demonstration of ongoing conformity with air quality laws. In November 2001, FHWA staff review identified a number of corrective actions, which were incorporated into this updated MTIP. A final draft of the updated MTIP was published in December 2003.

METROPOLITIAN TRANSPORTATION IMPROVEMENT PROGRAM

BUDGET SUMMARY

Requirements:

Personal Services	\$	287,561
Interfund Transfers	\$	95,736
Materials & Services	\$	22,000
Computer	\$	8,704

Resources:

PL	\$	155,340
STP/ODOT Match	\$	131,763
ODOT Support	\$	33,866
Section 5303	\$	13,307
TriMet	\$	64,100
Metro	\$	15,624

TOTAL \$ **414,001**

TOTAL \$ **414,000**

Full-Time Equivalent Staffing

Regular Full-Time FTE 2.80

TOTAL **2.80**

MANAGEMENT AND COORDINATION/GRANTS MANAGEMENT

PROGRAM

Provide for overall ongoing department management, including budget, UPWP, contracts, grants and personnel. It also includes staff to meet required needs of TPAC, JPACT, MTAC, Bi-State Coordination Committee, Highway 217 Corridor Policy Advisory Committee (Hwy. 217 PAC), Regional Freight Committee, RTO Subcommittee, HTAC and the Metro Council.

JPACT serves as the MPO for the region in a unique partnership that requires joint action with the Metro Council on MPO matters. The MPO purpose is to ensure that federal programs unique to urban areas are effectively implemented.

MANDATES, AUTHORIZATIONS, CONSTRAINTS

Ensure compliance with all federal requirements. Maintain "certification" of the region for continued receipt of transit and highway construction funds. Provide documentation to the FHWA and Federal Transit Administration (FTA) of all such activity.

Provide support to: JPACT; TPAC; MTAC; Bi-State Committee, HWY 217 PAC; Regional Freight Committee; and subcommittees to ensure coordination between state, regional and local transportation and land-use plans and priorities.

Provide overall department management, including budget, personnel, materials, services and capital expenditures. Monitor and ensure grants and contracts compliance including OMB A-133 Single Audit. Provide information to the public. Participate in periodic coordination meetings with other state MPOs and transit agencies. Also, maintain active memberships and support in national organizations such as Cascadia, American Public Transportation Association (APTA) and the Association of Metropolitan Planning Organizations (AMPO) as available funds allow.

STAKEHOLDERS

- Federal, state and local funding agencies
- Local jurisdictions
- TPAC
- JPACT
- Metro Council
- Oregon MPO Consortium

OBJECTIVES/PRODUCTS/DELIVERABLES

- Prepare and manage the department budget, personnel, programs and products
- FY 2006-07 UPWP/Self Certification
- Prepare documentation to FHWA, FTA and other funding agencies such as quarterly narrative and financial reports
- Monthly progress reports to TPAC
- Minutes, agendas and documentation
- Execute, administer and monitor contracts, grants and agreements
- Periodic review with FHWA and FTA on UPWP progress
- Federal Certification
- Single audit responsibility for Planning grants
- Comprehensively review the JPACT Bylaws to consider representation by smaller cities and SMART
- Execute a planning coordination agreement with SMART
- Continue to monitor current air quality conformity regulations and evaluation practices, as applicable to MPO conformity requirements
- Continue to participate in MPO coordination activities through the Oregon MPO Consortium and in quarterly MPO technical meetings

MANAGEMENT AND COORDINATION/GRANTS MANAGEMENT

ACCOMPLISHMENTS OF THIS PROGRAM TO DATE

This is an ongoing program.

BUDGET SUMMARY

Requirements:		Resources:	
Personal Services	\$ 502,981	PL	\$ 375,132
Interfund Transfers	\$ 159,577	STP/ODOT Match	\$ 214,178
Materials & Services	\$ 23,700	ODOT Support	\$ 16,027
Computer	9,460	Section 5303	\$ 30,800
		TriMet	\$ 8,000
		Metro	\$ 51,581
TOTAL	\$ 695,718	TOTAL	\$ 695,718

<u>Full-Time Equivalent Staffing</u>	
Regular Full-Time FTE	5.24
TOTAL	5.24

PROJECT DEVELOPMENT

PROGRAM

The program implements multi-modal RTP projects and policies for major transportation corridors. It involves ongoing involvement in local and regional transit and roadway project conception, funding and design.

Metro has traditionally participated in local project-development activities for regionally funded transportation projects. In recent years, the Project Development Program has focused on projects that directly relate to completion of planning and project development activities in regional transportation corridors outlined in the RTP. A few of these corridors already had major planning efforts underway under separate budget lines. However, for the bulk of the corridors project development is still needed. This program coordinates with local and state planning efforts to ensure consistency with regional projects, plans and policies. It will also support initiation of new corridor planning efforts to be led by Metro or others.

MANDATES, AUTHORIZATIONS, CONSTRAINTS

As provided by the State TPR, Metro is required to complete a regional Transportation System Plan, which identifies the need for transportation facilities and their function, mode and general location. The 2000 RTP calls for completion of 18 specific corridor refinements and studies for areas where significant needs were identified but which require further analysis before a specific project can be developed. Section 660-012-0025 of the TPR requires prompt completion of corridor refinements and studies.

In FY 2001, the Corridor Initiatives Program prioritized completion of the corridor plans and refinements. Per that recommendation, Metro initiated and led corridor studies for the Powell/Foster and Highway 217 corridors. In Fall 2005, Metro, again consulted with regional jurisdictions to identify the next priority corridor(s) for commencement of planning work. Based on the outcome of that consultation in Spring 2005, the Corridor Refinement Work Plan will be updated to reflect current and new efforts and responsibilities.

STAKEHOLDERS

- Project partners include ODOT, FHWA, TriMet and associated counties and cities
- Business dependent on the corridor including those directly within the corridor, those who utilize it for freight and those whose employees rely on the corridor to reach work
- Commuters who travel to or through the corridor for work, shopping or to reach leisure destinations
- Residents of the area and neighborhood associations within or adjacent to the corridor

OBJECTIVES/PRODUCTS/DELIVERABLES

- Ensure consistency with regional plans and policies related to major transportation corridors by participating in local planning and project development activities, including technical advisory committees, workshops and charrettes as well as formal comment on proposed projects
- Implement the Corridor Initiatives Project strategy in the RTP through monitoring ongoing planning activities and working with other jurisdictions to initiate new corridor efforts.
- Participate in the development of Columbia River Crossing Project
- Participate in ODOTs' Oregon Innovative Partnerships Program (OIPP), which is seeking private partners to help develop transportation facilities. In August they received proposals from private firms in response to a solicitation on the I-205 and several other facilities. Metro staff has been asked to participate in negotiations and scoping work this winter and spring. The work is on a fast track and of a high priority.

PROJECT DEVELOPMENT

ACCOMPLISHMENTS OF THIS PROGRAM TO DATE

(Most of these projects started under this program, but many evolved into independent studies)

- Corridor Initiatives Project prioritized the multi-modal corridors outlined in the 2000 RTP (2001)
- Corridor Refinement Work Plan adopted into RTP (2002)
- Highway 217 initial scoping and grant application (2002)
- Powell Foster Phase I initiated (2002)
- Powell Foster Phase II work completed (2003)
- Travel forecasting and FTA liaison for Washington County Commuter Rail project (2001-present)
- Participation in eastside streetcar and I-405 loop studies (2004-2005)
- Scoping and grant applications for I-5/99W project (2003-present)
- Participation in scoping, funding, travel analysis and advisory committees for Sunrise Corridor (2003-present)
- Update of Corridor Priorities Work Plan (2005)

BUDGET SUMMARY

Requirements:		Resources:	
Personal Services	\$ 111,090	PL	\$ 100,000
Interfund Transfers	\$ 39,810	ODOT Support	\$ 2,000
Materials & Services	\$ 100	Section 5303	\$ 25,000
		TriMet	\$ 17,750
		Metro	\$ 6,250
TOTAL	\$ 151,000	TOTAL	\$ 151,000

<u>Full-Time Equivalent Staffing</u>	
Regular Full-Time FTE	1.05
TOTAL	1.05

MODEL DEVELOPMENT PROGRAM

Model Enhancements

- Personal Transport Model: Continue the enhancement of the algorithms used to estimate travel decisions. Incorporate elements derived from the TRANSIMS demand model research into the Metro models.
- Regional Freight Model: Update the regional freight model using data collected during the Phase 2 Freight Data Collection effort. The origin – destination freight data is being collected during calendar year 2005.
- Statewide Travel Demand Model: Coordinate with the ODOT regarding integration of the statewide model (completed in FY 2004-05) and the more detailed Metro regional model. The statewide model will be useful in that it provides an indication of traffic (auto and truck) growth rates that may occur at the regional boundaries. In addition, it will provide indications as to how Metro land use policies may affect other Willamette Valley cities.
- New Modeling Software: Complete the transition to new travel demand modeling software. This process was begun in FY2004-05. The software will provide enhanced visual and analytical capabilities.

Model Maintenance

- Modeling Network Attributes: Review and update, as necessary, the modeling network assumptions (e.g., uncongested speeds, vehicle throughput capacities, transit line itineraries).

Statewide and National Professional Involvement

- Oregon Modeling Steering Committee (OMSC): Participate on the OMSC. Staff currently serves as the chair for this committee.
- Transportation Research Board (TRB) Committees: Serve on TRB committees that help shape national planning guidelines. Examples include the Transportation Planning Applications Committee, the Innovations in Freight Modeling Committee, and the Committee on Survey Methods.
- National Panels: Serve on national committees as warranted. Examples include the Travel Model Improvement Program Review Panel, the task force to assess the State of the Practice of Metropolitan Area Travel Forecasting, and the Panel on Assessing Transit System User Benefits. In addition, staff occasionally participates on peer review panels that help to assess the functionality of the travel demand models used in other regions.

ACCOMPLISHMENTS OF THIS PROGRAM TO DATE

Survey and Research

- Travel Behavior Survey: Participated on a statewide committee to design and administer the pilot test for the Travel Behavior Survey.
- Freight Data Collection: Participated on a regional committee to advise and comment on the survey objectives and survey process.
- Oregon State University (OSU) TransNow Research Project: Served in an advisory role to an OSU study team assembled to assess the use of GPS technology in capturing truck origin and destination data.

Model Enhancements

- Personal Transport Model: Updated the travel demand models to align with the new employment designations (Bureau of Labor Statistics) adopted by the Data Resource Center. Refinements were also made to the algorithms in the destination choice and mode choice models.

MODEL DEVELOPMENT PROGRAM

- **New Modeling Software:** Began the transition to new travel demand modeling software. This process was begun in FY 2004-05. The software will provide enhanced visual and analytical capabilities.

Model Maintenance

- **Modeling Network Attributes:** Reviewed and updated, as necessary, the modeling network assumptions (e.g., uncongested speeds, vehicle throughput capacities, transit line itineraries).
- **Volume Delay Functions:** Using data derived from the PSU Intelligent Transportation System laboratory, updated the functions used to estimate congested vehicle speeds given volume and capacity relationships.

Statewide and National Professional Involvement

- **OMSC:** Participated on the OMSC. Staff currently serves as the chair for this committee.
- **TRB Committees:** Served on TRB committees that help shape national planning guidelines. Examples include the Transportation Planning Applications Committee, the Innovations in Freight Modeling Committee, and the Committee on Survey Methods.
- **National Panels:** Served on national committees as warranted. Examples include the Travel Model Improvement Program Review Panel, the task force to assess the State of the Practice of Metropolitan Area Travel Forecasting, and the Panel on Assessing Transit System User Benefits. In addition, staff participated on peer review panels that help to assess the functionality of the travel demand models used in other regions (e.g., Anchorage model review).

BUDGET SUMMARY

Requirements:		Resources:	
Personal Services	\$ 226,700	PL	\$ 240,417
Interfund Transfers	\$ 70,379	STP/ODOT Match	\$ 115,031
Materials & Services	\$ 103,379	ODOT Support	\$ 4,000
Household Survey \$15,000		Section 5303	\$ 21,418
Computer	\$ 10,922	TriMet	\$ 2,851
		Metro	\$ 27,663
TOTAL	\$ 411,380	TOTAL	\$ 411,380

<u>Full-Time Equivalent Staffing</u>	
Regular Full-Time FTE	2.269
TOTAL	2.269

COLUMBIA RIVER CROSSING PROJECT

PROGRAM

Metro will provide a variety of services to the Columbia River Crossing Project (CRC), led jointly by the Oregon and Washington Departments of Transportation. Federal, state and local funding will be passed through to Metro via an Intergovernmental Agreement that will cover an approximately 15 month period beginning November 1, 2005. Metro staff will participate in and coordinate activities relating to the National Environmental Policy Act (NEPA) and the Federal Transit Administration's (FTA) New Starts Program. Metro will coordinate CRC Project review and decision-making for the Portland region, including the Joint Policy Advisory Committee on Transportation (JPACT), and their Transportation Finance Subcommittee, and the Transportation Policy Alternatives Committee (TPAC).

Metro will provide technical services for land use allocation and travel demand forecasting for the project. The regional travel demand forecasting model set will be used by the project to provide forecasts for the Oregon and Washington sides of the project for the initial and secondary screening of alternatives and the DEIS. Metro will model all project alternatives and will coordinate data and methods with SW Washington's Regional Transportation Council (RTC). For the FTA New Starts process, Metro will utilize SUMMIT software to assess transit system user benefits and will provide assistance in the development of other land use and transportation data for FTA. Metro will also coordinate review of land use forecasts, issues and assumptions by the Portland region's Metro Policy Advisory Committee (MPAC), and the Metro Technical Advisory Committee (MTAC) and serve as co-lead with the Southwest Washington RTC to coordinate Project reviews by the Bi-State Coordinating Committee.

Other areas where Metro will provide assistance include the development of project funding scenarios and coordination with the JPACT Finance subcommittee, evaluation of tolling and managed lane scenarios as well as congestion pricing as a demand management strategy. The project has several committees that include Metro staff representation. The committees include the Project Development Team, the Regional Partners Group, and various Technical Working Groups including Travel Demand Forecasting, Environmental, Design, and Transit as well as other groups that are formed around specific project technical issues.

MANDATES, AUTHORIZATIONS, CONSTRAINTS

As provided by the State TPR, Metro is required to complete a regional Transportation System Plan, which identifies the need for transportation facilities and their function, mode and general location. The 2000 RTP calls for completion of 18 specific corridor refinements and studies for areas where significant needs were identified but which require further analysis before a specific project can be developed. Section 660-012-0025 of the TPR requires prompt completion of corridor refinements and studies. The Columbia Crossing River Project is the implementation of the recommendations forwarded by the I-5 Transportation and Trade Partnership, which evaluated the bi-state I-5 north corridor.

STAKEHOLDERS

- Project partners include ODOT, WSDOT, FHWA, FTA, TriMet, RTC, C-Tran, the cities of Vancouver and Portland and Clark County.
- Business dependent on the corridor including those directly within the corridor, those who utilize it for freight and those whose employees rely on the corridor to reach work
- Commuters who travel to or through the corridor for work, shopping or to reach leisure destinations
- Residents of the area and neighborhood associations within or adjacent to the corridor

COLUMBIA RIVER CROSSING PROJECT

OBJECTIVES/PRODUCTS/DELIVERABLES

- Implement a multi-modal solution for bi-state mobility for the I-5 and I-205 river crossings.
- Implement the multi-modal transportation program in support of the I-5 Transportation and Trade Partnership including demand management strategies, managed lanes and tolling, and transit improvements.
- Ensure consistency of the CRC Project with regional plans and policies related to major transportation corridors and ensure that the CRC Project land use and transportation technical methods are consistent with current Metro practices.
- Ensure that the CRC Project competes favorably for FTA New Starts transit project funding.

ACCOMPLISHMENTS OF THIS PROGRAM TO DATE

Some elements of this project have been completed as part of the start-up activities covered under the UPWP Project Development work program.

- I-5 Transportation and Trade Partnership Strategic Plan was completed in 2004
- Definition of the travel demand and land use allocation methodologies for the project
- Preparation of a work scope and budget for the Metro-WSDOT Intergovernmental Agreement
- Metro staff have supported the Task Force and Project Sponsors Council policy-level committees
- Metro staff sit on several project technical committees including the Project Development Team and the Travel Forecasting, Transit, Environmental, and Design Working Groups.
- Metro has participated in the development of the purpose and need and evaluation criteria.
- Metro staff have coordinated with the FTA regarding the New Starts and NEPA processes for the project.

BUDGET SUMMARY – FY 2006

Requirements:		Resources:	
Personal Services	\$ 311,918	WSDOT IGA	\$ 409,468
Interfund Transfers	\$ 73,987		\$
Materials & Services	\$ 23,563		\$
			\$
TOTAL	\$ 409,468	TOTAL	\$ 409,468

<u>Full-Time Equivalent Staffing</u>	
Regular Full-Time FTE	2.73
TOTAL	2.73

REGIONAL FREIGHT PLAN

PROGRAM

This program manages the identification of the region's freight system; policies and project needs and includes them in RTP. It provides coordination with local, state and federal plans so that freight plans are consistent. It ensures that prioritized freight requests are competitively considered within federal, state and regional funding programs. It will also allow continued freight data collection, analysis, education and coordination within the region. Note that the level of effort identified is contingent upon receipt of continued MTIP funding.

MANDATES, AUTHORIZATIONS, CONSTRAINTS

TEA-21 requires MPOs to meet seven planning factors including planning for people and freight and supporting economic vitality by enabling global competition, productivity and equity. In support of Oregon's Statewide Planning Goals 9 and 12, the Transportation Planning Rule requires TSPs to identify the "needs for movement of goods and services to support industrial and commercial development." Further, the 2040 growth concept identifies the importance of industrial activity to the region by establishing special industrial districts as a priority land use.

RTP Policy 15.0, Regional Freight System, requires Metro to "provide efficient, cost-effective and safe movement of freight in and through the region" by identifying freight needs and projects to resolve them. TPR 660-012-0020, Elements of TSPs, requires consistency between local, regional, state and federal functional classifications. The RTP Freight Policies 15.0 and 15.1 specifically direct Metro to work with local jurisdictions and state agencies to meet federal mandates for the intermodal and congestion management systems, to identify projects and to coordinate plans. RTP Policy 15.1, Regional Freight System Investments, specifically directs Metro to "protect and enhance public and private investments in the freight network" by seeking opportunities for public private partnerships and encouraging public funding of freight investments.

STAKEHOLDERS

- Metro Council, TPAC and JPACT
- Metro Planning (RTP)
- Cities and counties within the region
- ODOT, Port of Portland, FHWA
- Businesses, including freight shippers and carriers, distribution companies, manufacturers, retailers and commercial firms
- Oregon Trucking Association and other business associations including the Westside Economic Alliance, the Columbia Corridor Association, and the Portland Business Alliance
- Metro area residents and neighborhood associations

OBJECTIVES/PRODUCTS/DELIVERABLES

- Working with the Port of Portland, complete the freight data collection study
- Update the regional truck model to incorporate origin and destination information from the Freight Data Collection Study
- With the trucking industry and other interests, lead a review of the street design guidelines to ensure that they accommodate freight needs
- Expand regional freight committee to include significant private sector representation and make it an official subcommittee of TPAC
- Continue to work with Oregon Freight Advisory Committee to identify statewide freight project needs and seek support for funding of priorities
- Participate in the Portland Freight Committee and the Portland Freight Master Plan project
- Track projects with significant implications for freight movement such as the I-5 Columbia Crossing, I-5 Delta Park and the Sunrise Corridor projects

REGIONAL FREIGHT PLAN

- Participate in the Port of Portland led Oregon Rail Users League, which is identifying key rail priorities and advocating for funding with the State Legislature
- Provide information regarding freight needs in support of freight funding proposals being considered by the legislature (“Connect Oregon”)
- Work with the Port of Portland and private interests to explore methods to increase private sector participation in rail funding
- Work with agencies and private interests to identify key multi-modal priorities, secure appropriate private matching funds and ensure that they are competitively considered under state freight funding programs

ACCOMPLISHMENTS OF THIS PROGRAM TO DATE

- Established regional freight network as part of 2000 RTP
- Established Freight Policies (15 and 15.1) as part of 2000 RTP
- Updated freight network as part of 2003 RTP
- Participated in Commodity Flow Study and Updates
- Developed regional truck model and incorporated updates to reflect new commodity forecasts
- Initiated Freight Data Collection Study
- Established and led the Regional Freight Committee, comprised of 13 local, regional and state agencies
- Developed the freight category and criteria for MTIP
- Led regional freight project prioritization effort (2003-04) as part of OTIA III, which resulted in the region obtaining significant funding for freight projects
- Participated in State and federal freight model development programs
- Member of Freight Data users Group
- Member of Portland and Oregon Freight Advisory Committees
- Active participant in local freight planning efforts such as the St. Johns Truck Study and the Sandy Boulevard study
- Provide leadership on Columbia Corridor Association and Westside Economic Alliance Transportation Committees
- Worked with ODOT on I-5 rail capacity analysis
- Participated in ORULE
- Received Travel & Growth Management Grant

BUDGET SUMMARY

Requirements:		Resources:	
Personal Services	\$ 194,237	PL	\$ 46,871
Interfund Transfers	\$ 64,475	STP/ODOT Match	\$ 17,549
Computer	\$ 7,288	MTIP STP	\$ 75,000
		Section 5303	\$ 20,000
		Metro	\$ 16,580
		TGM Grant	\$ 75,000.
		Metro/Port/ODOT IGA	\$ 15,000
TOTAL	\$ 266,000	TOTAL	\$ 266,000

<u>Full-Time Equivalent Staffing</u>	
Regular Full-Time FTE	1.9
TOTAL	1.9

OTHER PROJECTS OF REGIONAL SIGNIFICANCE

CITY OF PORTLAND – MLK Jr. Boulevard Turn Lanes: Columbia to Lombard

The MLK Columbia Transportation Improvement Plan will develop a package of improvements for that are in the vicinity of Martin Luther King Jr. Blvd from NE Columbia to NE Killingsworth Streets. The improvements could include:

- A grade separation of NE 11th Ave.
- Improvements to the intersections at NE Columbia and NE Killingsworth St.
- Roadway geometry improvements on NE Columbia NE Killingsworth St.
- Signal improvements
- Installation of new traffic signals
- Development of new public rights of way
- Storm water management associated with new construction

The improvements will be identified following a detailed analysis of the existing conditions and full assessment of the current future transportation needs in the corridor.

MANDATES, AUTHORIZATIONS, CONSTRAINTS

This project is identified in the Transportation System Plan of the City of Portland, the Regional Transportation Plan and the Port of Portland Transportation Improvement Program. The project will be carried out and managed by the Project Management Division of the Portland Office of Transportation.

STAKEHOLDERS

- Portland Office of Transportation
- Portland Bureau of Environmental Services
- TriMet
- City of Portland Freight Advisory Committee
- The Port of Portland
- Union Pacific/Southern Pacific Railroad
- Oregon Department of Transportation
- Columbia Corridor Association

OBJECTIVES/PRODUCTS/DELIVERABLES

Problem Definition and Project Identification

- Prepare existing and future conditions report using field observation, transportation modeling, traffic analysis and stakeholder surveys.
- Using existing and future conditions analysis develop a comprehensive prioritized list of potential transportation issues
- Wide range of possible solutions to identified transportation issues.
- Alternatives Development and Analysis
- Using agreed upon criteria screen the wide range of alternatives to a narrower range of alternatives.
- Conduct fatal flaw level analysis on the wide range of alternatives
- Select a narrow range of Alternatives to advance to Alternatives Analysis and determine the appropriate process to meet the requirement of the National Environmental Policy Act.
- Identify a series of operational and maintenance improvements to be implemented in the short-term using existing agency resources.

OTHER PROJECTS OF REGIONAL SIGNIFICANCE

Project Development

- Begin Preliminary Engineering on alternatives identified above. (This task will be dependent on adequate financing and complexity of the selected alternative.)

ACCOMPLISHMENTS OF THIS PROGRAM TO DATE

This is a new program intended to implement the recommendations of the Columbia Corridor Transportation Study in 1999.

BUDGET SUMMARY

Requirements:			Resources:	
Personal Services (PDOT)	\$204,450		Regional STP	\$500,000
Materials & Services	\$350,000		PDOT match	\$54,450
TOTAL	\$554,450		TOTAL	\$554,450

OTHER PROJECTS OF REGIONAL SIGNIFICANCE

CITY OF PORTLAND – St Johns Pedestrian and Freight Project (IVANHOE: RICHMOND-ST LOUIS)

The St Johns Freight and Pedestrian consists of two related projects in the St Johns Town Center. The freight project implements the recommendations of the St Johns Truck Strategy and the pedestrian project implements the recommendations of the St Johns/ Lombard Plan. The planning phase that will refine the proposed improvements of both plans prior to design engineering.

Phase I of the St Johns Truck Strategy includes signal and geometry improvements to the N Philadelphia/ N Ivanhoe, Ivanhoe/ St Louis and St Louis/ Lombard intersections to improve freight mobility between the St Johns Bridge, Rivergate Industrial area and Columbia Blvd freight route. The project will also include improvements designed reduce conflicts with pedestrian circulation within the town center core area and discourage use of non-designated freight routes. The planning work will refine the basic design concept proposed in the St Johns Truck Strategy to address design issues associated with truck speeds, right-of-way acquisition and access to the town center for other modes.

Planning for the pedestrian improvements will focus on design refinement of the curb extensions recommendations of the St Johns Lombard Plan to improve pedestrian crossing safety. Key refinement issues include design and warrants of a proposed signal at N Richmond St and Ivanhoe St and the location, transit capability, and potential impacts to traffic capacity and on-street parking supply of the proposed curb extensions.

MANDATES, AUTHORIZATIONS, CONSTRAINTS

Both projects are identified in the Transportation System Plan of the City of Portland and the Regional Transportation Plan. The projects will be carried out and managed by the Project Management Division of the Portland Office of Transportation.

STAKEHOLDERS

- Portland Office of Transportation
- Portland Bureau of Environmental Services
- Portland Bureau of Planning
- Tri-Met
- Oregon Department of Transportation
- Oregon Trucking Association
- North Portland Business Association
- St Johns Boosters Business Association
- St Johns Neighborhood Association
- Cathedral Park Business Association

OBJECTIVES/PRODUCTS/DELIVERABLES

Project Scoping

- Develop project work plan and assemble work team.
- Refine design concept for freight related improvements to determine basic intersection geometry, incorporate measures to control freight speeds, enhance pedestrian crossing safety, and minimize impacts to local access and circulation for non-freight traffic.
- Revisit location priorities for pedestrian crossing improvements and design options at chosen locations to address the design guidelines included in the St Johns/ Lombard Plan.

Plan Implementation

- Provide refined design concepts for preliminary engineering phase with cost estimates.

Public Outreach and Involvement

- Develop public involvement strategy consistent with conditions outlined in the MTIP.

OTHER PROJECTS OF REGIONAL SIGNIFICANCE

ACCOMPLISHMENTS OF THIS PROGRAM TO DATE

Both the freight and pedestrian projects are intended to support St Johns' town center designation. The Portland Office of Transportation identified the projects in its Transportation System Plan and are the outgrowth of the St Johns Truck Strategy, adopted by City Council in 2001 and the St Johns/ Lombard Plan, adopted by City Council in 2004.

BUDGET SUMMARY

Requirements:			Resources:	
Personal Services (PDOT)	\$75,000		Regional STP	\$75,000
Materials & Services	\$7,840		PDOT match	\$7,840
TOTAL	\$82,840		TOTAL	\$82,840

OTHER PROJECTS OF REGIONAL SIGNIFICANCE

CITY OF WEST LINN – Highway 43 Boulevard: West A Street to McKillican

Complete a streetscape plan for Highway 43 between West A Street and McKillican Street in West Linn. The streetscape plan will develop implement regional street design guidelines and address substandard pedestrian, bicycle and transit facilities and the potential addition of a median/turn lane.

MANDATES, AUTHORIZATIONS, CONSTRAINTS

This project is identified in the Transportation System Plan of the City of West Linn and the Regional Transportation Plan. The project will be carried out and managed by the City of West Linn.

STAKEHOLDERS

- City of West Linn
- Oregon Department of Transportation
- TriMet
- Bolton Middle School
- Bolton Neighborhood

OBJECTIVES/PRODUCTS/DELIVERABLES

- Planning background report summarizing planning activities, project need statement and project solution statement.
- Base map, profiles, typical sections and narrative describing field location data.
- Report describing anticipated structure and foundation needs.
- Description of future maintenance needs and the responsible agencies.
- Cost estimates for future project phases (final design/engineering, right-of-way, construction).
- Map of properties in the project area; ROW report including title information.
- Environmental Baseline Report to address federal environmental requirements.
- Initial draft of ODOT Prospectus Part 3 narrative and checklist.
- A public outreach summary report.

ACCOMPLISHMENTS OF THIS PROGRAM TO DATE

Project development planning for this project is first step leading to proposal for future work on final design, right of way acquisition and construction.

BUDGET SUMMARY

Requirements:			Resources:	
Personal Services	\$200,000		Regional STP	\$200,000
Materials & Services	\$20,900		West Linn match	\$20,900
TOTAL	\$220,900		TOTAL	\$220,900

OTHER PROJECTS OF REGIONAL SIGNIFICANCE

METRO – Tonquin Trail Master Plan

This project will plan multi-use trail improvements between the cities of Wilsonville, Tualatin and Sherwood.

MANDATES, AUTHORIZATIONS, CONSTRAINTS

This project is identified in the Transportation System Plan of the Cities of Wilsonville, Tualatin and Sherwood and the Regional Transportation Plan. The project will be carried out and managed by Metro.

STAKEHOLDERS

- Metro
- City of Wilsonville
- City of Tualatin
- City of Sherwood
- Clackamas County
- Washington County
- Costa Pacific Communities

OBJECTIVES/PRODUCTS/DELIVERABLES

The master plan would complete planning work to determine a more precise route for the trail along BPA power line corridors and the ODOT owned rail line and other public right of ways. Trail widths, surface materials, and signage, street-crossing designs would be proposed and associated costs estimated. In developing these alignment and design recommendations, Metro's guidelines for Green Trails will be employed.

A public outreach strategy will be developed and employed to engage stakeholders and the community in alignment and design decisions.

- Planning background report summarizing planning activities, project need statement and project solution statement.
- Base map, profiles, typical sections and narrative describing field location data.
- Reconnaissance level report of flow and drainage conditions; regulatory requirements to be addressed and preliminary drainage and water quality options.
- Report describing anticipated structure and foundation needs.
- Description of future maintenance needs and the responsible agencies.
- Cost estimates for future project phases (final design/engineering, right-of-way, construction).
- Map of properties in the project area; ROW report including title information.
- Environmental Baseline Report to address federal environmental requirements.
- Initial draft of ODOT Prospectus Part 3 narrative and checklist.
- A public outreach summary report.

ACCOMPLISHMENTS OF THIS PROGRAM TO DATE

A trail feasibility study was completed in July 2004 and identified potential trail routes and alignments. Metro and the City of Wilsonville has worked with Costa Pacific homes to determine the dedication of a trail alignment through the Villaboiss property and to design the trail segment through the Graham Oaks natural area. The Boeckman Road extension project has provided for the trail crossing of a wetland as a part of that project. The cities of Wilsonville, Tualatin and Sherwood have updated their trails and park plans to allow for the future Tonquin Trail.

OTHER PROJECTS OF REGIONAL SIGNIFICANCE

BUDGET SUMMARY

Requirements:			Resources:	
Personal Services (Metro)	\$170,000		Regional STP	\$188,000
Materials & Services	\$37,650		Metro match	\$19,650
TOTAL	\$207,650		TOTAL	\$207,650

REGIONAL TRAVEL OPTIONS

PROGRAM

The RTO program is the region's TDM strategy for reducing reliance on the automobile. The program has been funded for nearly 20 years, and has grown to include a variety of regional partners and outreach programs proven to reduce travel demand and encourage alternatives to driving alone. Since the early 1990s, the program has provided a daily reduction of 10,700 auto trips and daily VMT reduction of 79,400 miles, or the equivalent capacity to 10 highway lane miles. The program is also central to the region's efforts to maintain "attainment" status with federal air quality requirements. The program's effectiveness in meeting these goals is monitored on an ongoing basis through a system of detailed evaluations of individual components and employer surveys, and is documented in annual reports published by Metro.

The Metro Council approved a new strategic plan for the RTO program in 2004, shifting the lead role for managing the program from TriMet to Metro. The updated program places a major emphasis on individual marketing, and will be augmented by a recently funded state TDM program. Most of the RTO program activities are carried out by public agency partners or consultant contracts, administered by Metro. The key components of the RTO program are:

- Marketing Program
- Rideshare - Vanpool Program
- Transportation Management Association Program
- Grant Program
- Annual Program Evaluation

MANDATES, AUTHORIZATIONS, CONSTRAINTS

The 2003 RTO Strategic Plan was approved by Metro Council resolution, and provides the framework for RTO policy development activities. The RTO Subcommittee of TPAC serves as the technical committee for RTO policy development.

The RTO program is an economic development tool for regional centers and industrial areas. RTO strategies support economic growth in centers by freeing up land currently used for parking for jobs and housing. The program increases the capacity of current transportation infrastructure by providing and promoting alternatives to driving alone – carpooling, vanpooling, riding transit, bicycling, walking and telecommuting.

The RTO program works directly with employers to find the best travel options for their employees through TriMet's Employer Outreach Program and local transportation management associations (TMAs). Services provided through the RTO program, such as carpool matching, vanpools and transit pass program ensure access to jobs for low-income residents of the region.

STAKEHOLDERS

- Metro Council
- RTO Service Providers (a regional consortium that includes Metro, TriMet and others)
- RTO Subcommittee and TPAC
- JPACT

OBJECTIVES/PRODUCTS/DELIVERABLES

- Continued implementation of the RTO Strategic Plan and Phase I transition
- Continued policy development and evaluation in partnership with RTO Subcommittee
- Completion of 2005 Annual Report

REGIONAL TRAVEL OPTIONS

- Development and implementation of a marketing campaign to raise public awareness of travel options and encourage people to reduce single-occupancy vehicle trips. The campaign will include television, radio and outdoor advertising, earned media and community outreach.

ACCOMPLISHMENTS OF THIS PROGRAM TO DATE

- Completion of 2002 RTO Annual Report
- Completion of 2003 RTO Strategic Plan
- Completion of 2003 RTO Annual Report

BUDGET SUMMARY

Requirements:		Resources:	
Personal Services	\$ 292,132	CMAQ	\$ 789,600
Interfund Transfers	\$ 89,118	ODOT Transit*	\$ 1,036,600
Materials & Services	\$ 1,485,722	Metro	\$ 40,772
Marketing Consultant	\$1,026,625		
Other Contracts	\$443,347		
Misc.	15,750		
TOTAL	\$ 1,866,972	TOTAL	\$ 1,866,972

<u>Full-Time Equivalent Staffing</u>	
Regular Full-Time FTE	3.05
TOTAL	3.05

*Marketing Agreement No. 22211

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 06-3651 FOR THE PURPOSE OF AMENDING THE FY 2006 UNIFIED PLANNING WORK PROGRAM

Date: November 28, 2005

Presented by: Andrew C. Cotugno

SUMMARY

This resolution would to approve an amendment to the Unified Planning Work Program (UPWP) to 1) approve additional activities in transportation planning programs and to incorporate an increase of \$438,380 in the Federal Metropolitan Planning Funds (PL) by contract for FY 2006; 2) approve the addition of the Columbia River Crossing project of \$409,468 and authorizes execution of a resulting IGA; 3) adds \$75,000 for a TGM grant to fund consultant support for the Freight Study program; 4) includes new local government transportation planning projects for which Metro now has an administrative oversight role; and 5) for the Regional Travel Options program approve an amendment of \$586,600 to ODOT Marketing agreement and to account for increase in Congestion Management Air Quality (CMAQ) funds of \$433,372.

BACKGROUND

The FY 2006 UPWP Amendment includes increases in transportation planning activities to be carried out in the Portland-Vancouver metropolitan region fiscal year 2006. Those additional activities included:

- **Regional Transportation Plan (RTP)**- RTP will be expanded to incorporate new corrective actions and recommendations identified in the federal 2004 triennial review and to implement “New Look” policies resulting from upcoming evaluation of the 2040 Growth Concept. In addition, this budget reflects a shift of \$150,000 from the 2040 reevaluation to the RTP update as approved by Resolution No. 05-3610A “For the Purpose of Issuing a Request for Proposals to Develop a Work Scope for an Expanded 2005-08 Regional Transportation Plan Update that Incorporates the “Budgeting for Outcomes” Approach to Establish Regional Priorities” which was adopted on September 22, 2005. The request for proposal will fund consultant support in developing the financially constrained RTP. *Increases Budget -\$249,000.*
- **Regional Mobility Program-Congestion Management-ITS**- Work will be expanded to include CMS as required as part of the 2003 federal certification review, increase Metro’s involvement with the TransPort Committee, establish a CMS steering group, conduct local CMS training, integrate CMS data collection with 2040 Performance Indicators, and continue to develop new innovations in congestion monitoring. *Increases Budget-\$20,000.*
- **Metropolitan Transportation Improvement Program (MTIP)**- Metro will begin a new role of guiding project development for planning activities funded through the MTIP at the request of Oregon Department of Transportation which will involve expanding Metro’s professional capabilities to include a licensed engineer. MTIP will also begin developing a new database that will enhance our ability to extract project data and conduct regular updates. *Increases Budget - \$100,000.*
- **Metropolitan Planning Organization (MPO)**- Adds development work on CMS roadmap and continued participation in MPO coordination activities through the Oregon MPO Consortium and

in quarterly MPO technical meetings. At ODOT's request Metro will also play a larger administrative role in regional planning project where the local is the lead agency, FHWA is the grantor and ODOT is the pass-through. Metro will take part in negotiating scope, schedule and budget with the locals and perform general contract administration. ODOT will continue to be the pass-thru agency, initiate 3-party IGAs and assist the local jurisdictions with their sub-consultant procurement. *Increases Budget-\$31,000.*

- **Project Development-** Adds Metro's participation in Oregon Innovative Partnership Program (dealing with private/public highway projects) and accounts for Metro's development work on Columbia River Crossing Project prior to the effective date of the IGA with Washington State Department of Transportation. *Increases Budget -\$100,000.*
- **Model Development-** Because Metro received additional PL we are able to obtain additional funding for Household Survey. *Increases Budget- \$88,380.*
- **HWY 217 Corridor Study-** Due to the delay in concluding the HWY 217 study and the associated delay in starting the Next Corridor study, \$147,000 is transferred from one budget to the other.

The amendment also includes the following projects to Metro's corridor planning role:

- **Columbia River Crossing Project-** A joint project with Oregon and Washington Departments of Transportation to implement the recommendations forwarded by the 1-5 Transportation and Trade Partnership. Metro will provide technical services for land use allocation and travel demand forecasting. This project is funded through the Washington State Department of Transportation. *Budget-\$409,468.*
- **Freight Study**—Metro received \$150,000 Travel & Growth Management grant to complete a regional freight study. \$75,000 is expected to be spent this fiscal year. *Increases Budget - \$75,000.*

At ODOT's request Metro will have an administrative role in the planning projects that receive regional flexible funds, where a local is the lead agency, FHWA is the grantor and ODOT is the pass-through agency. Metro is required to include all federally funded planning projects in MTIP and UPWP. The following regional projects have been approved in MTIP and need to be included in UPWP by amendment:

- **City of Portland- MLK Jr. Boulevard Turn Lanes: Columbia to Lombard**— This project will evaluate and develop a designs to improve truck movements between Columbia Boulevard and Lombard in the vicinity of NE Martin Luther King Jr. Boulevard. The project will be carried out and managed by the Project Management Division of the Portland Office of Transportation. *Budget- \$552,000.*
- **City of Portland- St. Johns Pedestrian and Freight Project** — This project will develop project design elements for pedestrian safety and truck movements in the St. Johns neighborhood of Portland. The project will be carried out and managed by the Project Management Division of the Portland Office of Transportation. *Budget \$82,838.*
- **City of West Linn- Highway 43 Boulevard: West A Street to McKillican** – This project will plan multi-modal improvements to Highway 43 through West Linn. *Budget \$220,900.*
- **Metro- Tonquin Trail Master Plan** – This project will plan multi-use trail improvements between the cities of Wilsonville, Tualatin and Sherwood. *Budget \$207,650.*

Additionally the amendment includes the following changes to the Regional Travel Options program:

- **Regional Travel Options-** ODOT is initiating an amendment to Metro's marketing agreement for Metro to subcontract a marketing campaign to raise public awareness of travel options. The campaign will include television, radio, and outdoor advertising, earned media and community outreach. Also Metro applied for an increase in CMAQ funds to account for the transition of the

management Travel Management Association (TMA) contracts from TriMet to Metro. *Increases Budget- \$1,019,972.*

ANALYSIS/INFORMATION

1. Known Opposition

There is no known opposition to this UPWP amendment.

2. Legal Antecedents

Metro

- Resolution No. 05-3541, For the Purpose of Approving the FY 2006 Unified Planning Work Program, adopted April 28th
- Resolution No. 05-3610A, For the Purpose of Issuing a Request for Proposals to Develop a Work Scope for an Expended 2005-08 Regional Transportation Plan Update that Incorporates the “Budgeting for Outcomes” Approach to Establish Regional Priorities, adopted September 22, 2005.

3. Anticipated Effects

This resolution will allow staff to carry out additional planning activities in the Portland-Vancouver metropolitan region in fiscal year 2006.

4. Budget Impacts

Increased revenue will match increased expenses. A budget amendment to Metro’s annual budget will be forth coming.

RECOMMEND ACTION

Staff recommends the adoption of Resolution No. 06-3651

M:\trans\transadm\projects\UPWP\2006\Amendments\pl amendment\staff report

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF APPROVING THE	)	RESOLUTION NO. 05-3637
RELEASE OF A REQUEST FOR PROPOSALS)	
AND AWARD OF A CONTRACT FOR THE	)	Introduced by Chief Operating Officer
PURCHASE OF A TICKETING POINT OF SALE	)	Michael J. Jordan, with the concurrence of
SYSTEM AT THE OREGON ZOO	)	Council President David Bragdon

WHEREAS, Metro operates the Oregon Zoo; and,

WHEREAS, the Oregon Zoo has a point of sale system; and,

WHEREAS, the current point of sale technology is obsolete and in need of replacement; and,

WHEREAS, the Oregon Zoo wishes to release a Request for Proposals to select and enter into a contract with the most responsive vendor for a ticketing point of sale system; and,

WHEREAS, Metro Code 2.04.026 states any contract for public contract for a term greater than twelve (12) months and greater than \$50,000 requires Council authorization; and,

BE IT RESOLVED that the Metro Contract Review Board authorizes the Chief Operating Officer to release a Request for Proposals substantially similar to that attached as Exhibit A and execute a contract with the most responsive proposer.

ADOPTED by the Metro Council this _____ day of _____, 2006.

David Bragdon, Council President

Approved as to Form:

Daniel B. Cooper, Metro Attorney

Exhibit A

Request for Proposals

600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

REQUEST FOR PROPOSALS #06-1169-Zoo OREGON ZOO TICKETING POINT-OF-SALE SYSTEM

I. INTRODUCTION

The Oregon Zoo, a Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for a ticketing system.

A Vendor Conference is scheduled for all potential vendors on Wednesday, January 18, 2006, at 1:00 p.m. in the Cascade Crest Sunset Room at the Oregon Zoo, 4001 S.W. Canyon Road, Portland, OR 97221. A site visit is planned following the meeting.

Following the conference, proposals are due (postmarks not accepted) no later than 2:00 p.m., Tuesday, February 7, 2006 at the Oregon Zoo at 4001 SW Canyon Rd., Portland, OR 97221-2799.

Details concerning the project and proposal are contained in this document.

II. BACKGROUND/HISTORY OF PROJECT

General Admission

Oregon Zoo has annual attendance of over 1,300,000. Over 40% of attendance is from Oregon Zoo members who show a membership card in lieu of payment for ticketed admission. 11% of attendance is complimentary. Half of the complimentary attendance consists of children aged 2 and under. The remaining 48% of attendance (650,000 individuals) pay for their admission tickets.

Over 95% of Oregon Zoo attendance is general admission. We have a premium concert series that is set up as an event with a set capacity, but there is no assigned seating. Total attendance for 10 premium concerts is 35,000, representing less than 3% of total Zoo attendance.

Groups

Oregon Zoo offers a 20% discount when at least 20 tickets are purchased in one transaction. However, only 1% of our admissions are discounted. We do not currently have a need to service significant numbers of groups.

School groups (students and their chaperones) comprise 7% of our annual attendance. Over 100,000 people per year visit the Zoo as part of a school group. We are encouraging all of these visitors to purchase their tickets in advance through our web site. Currently, these web orders are keyed into our ticketing system to generate tickets that are mailed to the group or placed in will call.

There are approximately 28,000 ticketed visitors attending *catered functions* at the Zoo annually. This represents 2% of the Zoo's total attendance. With our current software we issue

Exhibit A

Request for Proposals

no-value bar-coded tickets to these groups in advance. The tickets are valid on the catered function date only and the group name is printed on each ticket. Ticket counts and revenue are derived from the number of tickets validated at access control points.

Access Control

After purchasing tickets at our main admission gate, Zoo visitors present their admission tickets at a separate validation point. There are four staffed access control points (no turnstiles) at this location.

Other items sold on ticketing point-of-sale system

In addition to admission tickets, we sell other ticket types including train, simulation theater, lecture, tour and extra exhibits (butterfly).

We also collect payment and issue receipts for the following:

Parking fees (this is a simple payment based upon the honor system)

Parking passes (off-season park and ride privileges)

Donations

Gift Certificates

Paintings

Zookeys (retail item)

School Meals (payment only; food pickup occurs at non-ticketing location)

Zoo memberships (see next section for details)

We must be able to continue offering these items and be able to add more offerings as new programs arise.

Zoo memberships

The Zoo membership program is managed by the Oregon Zoo Foundation (OZF), rather than by the Oregon Zoo itself. The membership database is Blackbaud's Raiser's Edge. The OZF Database Administrator sends data electronically to Legend Data Systems, who in turn produce each membership card and mail the cards to members. We will continue to house the membership data in Raiser's Edge. Therefore, we do not need to create membership passes using our ticketing system. We are, however, very interested in creating an interface between Raiser's Edge and our new ticketing system.

With our current ticketing system Zoo ticket sellers collect payment for memberships and process manual membership applications. They register these sales in the ticketing system as a distinct category, i.e., as "memberships." The funds are subsequently transferred to OZF.

Invoicing

We require payment at the time each ticket is printed. We cannot utilize an invoicing procedure within the ticketing software. We cannot accept payments of invoices through the ticketing software.

Other attendance/revenue gathering systems at Oregon Zoo

Exhibit A

Request for Proposals

Our main food operations use Micros software and hardware. Smaller, seasonal food locations use simple stand-alone cash registers. We also process non-point of sale cash and revenue data from vending machines, donations and education program registrations, to name a few. All cash is consolidated in the Zoo's cash office using Cash Room Manager software. Attendance and revenue information is consolidated in a custom database program that produces cashier over/short reports, managerial reports and a daily accounting report that is input to Metro's PeopleSoft financial system.

IT Network Infrastructure

The Zoo's current network infrastructure uses Ethernet 10 Base T cabling, Microsoft Windows Server 2000/2003 Active Directory, TCP/IP protocol. The Zoo's internet connection is via a 1.5 Mb point-to-point T1 line to Metro where a faster internet connection is made. The Zoo's internet connection is not redundant in any way.

Attachment - Diagrams

Diagram A is a map of Zoo grounds showing the physical location of ticketing system components.

Diagram B is a map of our current Gateway Ticketing System.

Diagram C shows possible system integrations.

Diagram D is our vision of what the new ticketing system might look like.

As noted on the diagrams, the term "wireless" means that we are considering both wireless and wired options. In diagram D, the self-service kiosk and the internet payment service are optional components.

III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described:

A. GOALS

Our goals for a ticketing system include:

- Speed up admission processing so that guests do not have to wait in long lines.
- Include integrated charge card processing with the highest speed of charge card authorizations possible.
- Ensure proper payments are collected. For example, adults pay adult admission, complimentary or discounted admissions require proper authorization, and member admission requires proof of membership.
- Ensure required statistical data is collected. For example, we record the age of each admission even if an adult and youth pay the same price. We distinguish each complimentary and member admission by age even though they do not pay for tickets.
- Ensure necessary cash controls typical of any good point of sale system.
- Provide an easy to use system for ticket sellers and ticket takers.
- Obtain a robust and reliable system with minimal error messages and system freeze ups.

B. REQUIRED HARDWARE:


1. HARDWARE

Exhibit A

Request for Proposals

Each **POS** requires the following hardware: (generic hardware whenever possible)

- PC-processor with mouse port
- Keyboard
- Cash drawer
- Customer display that shows dollar amount of each transaction
- Receipt printer
- High speed ticket printer that...
 - issues bar-coded tickets on ticket stock
 - automatically cuts each ticket
 - is able to accommodate other ticketing types (wrist bands, etc.).
- Barcode reader to perform ticket refunds and validation at all ticket selling and taking locations
- Integrated credit card swipe

 **Optional:** Potential to use debit card transaction equipment (i.e. PIN number keypads, etc.).

2. ACCESS CONTROL HARDWARE:

- Laser barcode readers (We will want to review pricing on both wireless and wired scanners. Robustness and reliability are the critical success factors)

3. REPORT PRINTERS: 1 each for server and ticketing system administrator.

C. CURRENT HARDWARE:

Our current ticketing hardware includes the following components, some of which may function with a replacement ticketing system: We would consider using those components that are 100% compatible with the new system to reduce the initial cost of installation. All items except for many of the BOCA printers were purchased in 1998.

10 Metrologic Hand held scanners MS951 (serial interface)
 10 Epson thermal receipt printers TM-T88 129B (serial interface)
 10 Remote customer display poles PCWS/KBWS
 10 cash drawers 12V, DIN, small profile
 14 BOCA ticket printers (variety of models) (parallel interface)
 4 LS9100 bar code readers
 4 TT5B Access Control Interface

D. CONFIGURATION:

Point of Sale:

- 10 complete networked POS locations
- 1 complete backup POS for use during repairs
- 1 Ticketing System Administrator workstation. This station includes all POS components except: cash drawer, customer display, barcode reader and credit card swipe. This workstation must have a report printer.
- 1 POS at our summer-only entrance must be incorporated onto the network via phone line.


 **Optional:** 2 POS (cost out only) for possible future expansion

Exhibit A

Request for Proposals

Access Control (Ticket Validation):

- 11 for each networked POS location (includes backup POS)
- 1 for summer-only entrance (phone line connection to network).
- 2 for validation only (train station and simulation theater)
- 4 at Main Gate validation location

✂ Optional: 1 Self Service kiosk

E. SYSTEM IMPLEMENTATION:

The Zoo will provide power and network equipment and infrastructure (e.g., cables, network switches, Wireless Access Points, internet access, phone lines, and UPS).

Contractor will provide all hardware and software required to run the POS system.

Contractor must deliver and install all purchased software and equipment. At a minimum, installation service shall include the following:

- Contractor must set up and prepare all equipment for use.
- Contractor must check and test all equipment for proper operation.
- Contractor must install all software.
- Contractor shall fully coordinate its activities in the performance of the contract with those of the Metro and the Oregon Zoo.
- Contractor will be responsible for all travel plans, accommodations, etc., and expenses incurred for delivery and installation of the equipment. Reimbursement for installation will be made in accordance with the price as provided in the cost/budget section of vendor's proposal.

Contractor will need to convert from our current ticketing system (Gateway Dos version 1.11.06D) between the end of one business day and the beginning of the next business day.

PROPOSED SCHEDULE OF EVENTS

Event	Date
RFP Released	January 9, 2006
Vendor Conference	January 18, 2006
Questions Deadline	January 31, 2006
Proposal Due	February 7, 2006
Contract Award	March 15, 2006
Go-Live Date	May 15, 2006

F. WARRANTY:

The contractor must provide a one (1) year on-site hardware warranty (minimum) for parts and labor, without exclusions. The warranty will commence upon written acceptance of

Exhibit A

Request for Proposals

the equipment by Metro. Service must be provided within 4 hours of call and be available on a 7-day, 8:00 am – 10:00 pm basis. In addition to hardware, the entire system must come with a one (1) year “System Maintenance Contract” to provide maintenance and telephone support as a whole, as outlined herein.

In addition to hardware and ticketing software support, vendor is responsible for:

- Ensuring compatibility of all operating system parameters
- Providing adequate storage capacity
- Configuring all components such as memory settings, network packet size, and so on.
- Ticketing software support and upgrades.
- Telephone support for any technical issues that could be caused by compatibility or configuration problems with hardware, ticketing software, operating systems, or network capacity. Contractor is responsible for resolving these technical problems that extend beyond the hardware and software.

Zoo helpdesk will act as first line of support, for example to test/troubleshoot connectivity up to network jack. Metro IT staff can apply POS O/S and Application-level patches and upgrades working under the direction of the vendor's technical support staff. Metro IT staff can also apply Firmware on POS terminals and other peripherals.

G. SYSTEM MAINTENANCE & SUPPORT:

After initial one-year warranty listed in "F" above, vendor must offer an additional three (3) year system maintenance contract, including ticketing hardware, software, software support and upgrades, and telephone support as specified above. This will be invoiced to the zoo on an annual basis, beginning one year after installation of the system.

Unless otherwise specified herein, the contractor shall be responsible for furnishing all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

NOTE: Please submit standard software and hardware maintenance agreements with your proposal. Proposals should show what levels of support are available, and their respective costs.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following experience:

A minimum of five (5) years experience with...

- Networked ticketing system software and hardware.
- Providing system maintenance services including total system troubleshooting (network, operating system, hardware and software).
- Primarily general admission, non-assigned seating at a venue serving over 1,300,000 visitors annually.
- Project management of total system implementation.

Exhibit A

Request for Proposals

Preference will be given to...

- Zoo or similar theme park installation.
- Experience working with client IT and accounting staff.

V. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

Four (4) copies of the proposal shall be furnished to Metro, addressed to:

The Oregon Zoo
Attn. Patty Mueggler
4001 SW Canyon Road
Portland, OR 97221-2799

B. Deadline

Proposals will not be considered if received after 2:00 p.m., Tuesday, February 7, 2006.

C. RFP as Basis for Proposals:

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information, which 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 Patty Mueggler at muegglerp@metro.dst.or.us or (503) 220-5745. 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 5:00 p.m., Tuesday, January 31, 2006.

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. Minority and Women-Owned Business Program

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 Purchasing/Contract Office of Metro, Metro Regional Center, 600 NE Grand Avenue, Portland, OR 97232 or call (503) 797-1816.

VI. PROPOSAL CONTENTS

Exhibit A

Request for Proposals

The proposal should contain written material (including biographies and brochures, which may be included in an appendix), describing the ability of the firm 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. Transmittal Letter: Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.
- B. Approach/Project Work Plan: Describe how the work will be done within the given timeframe and budget. Include a proposed work plan and schedule.
- C. Staffing/Project Manager Designation: Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract.

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

- D. Experience: Indicate how your firm meets the experience requirements listed in section IV of this RFP. On Addendum No. 2, please list projects conducted over the past five years that involved services similar to the services required here. For each of these other projects, include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.
- E. Cost/Budget: Present the proposed cost of the project, broken down as requested on Addendum No. 3. Requested expenses should also be listed.
- 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.
- G. **Addendum No. 1 - Questions and Answers**:
In order to be considered a complete proposal, vendor must submit attached Addendum No. 1 along with other proposal materials.
- H. **Addendum No. 2 – Experience and References Vendor References**
In order to be considered a complete proposal, vendor must submit attached Addendum No. 2 along with other proposal material.

Exhibit A

Request for Proposals

- I. **Addendum No. 3 – Cost Summary**
In order to be considered a complete proposal, vendor must submit attached Addendum No. 3 along with other proposal material.

VII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. **Limitation and Award**: 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 to cancel all or part of this RFP.
- B. **Billing Procedures**: 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. **Validity Period and Authority**: 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. **Conflict of Interest**. 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. **Intergovernmental Cooperative Agreement** (Requires competitive solicitation) – Pursuant to ORS 279A and Metro procurement rules, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under the terms and conditions of the resultant contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro. Any estimated purchase volumes listed herein do not include other public agencies and Metro makes no guarantee as to their participation. Any bidder, by written notification included with their solicitation response may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

VIII. EVALUATION OF PROPOSALS

Exhibit A

Request for Proposals

- A. Evaluation Procedure: 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 may be requested prior to final selection of one firm.

- B. Evaluation Criteria: This section provides a description of the criteria that will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

	Percentage of Total Score
Project Work Plan/Approach	
1. Functional/technical capabilities of software	40%
2. System implementation and training	10%
3. Maintenance	10%
4. Interface Capabilities	5%
 Project Staffing Experience	
1. References/Experience	10%
 Budget/Cost Proposal	
1. Projected cost/benefit of proposed work plan/approach	<u>25%</u>
	100%

IX. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached sample standard public agreement is a standard agreement approved for use by the Office of Metro Attorney. This is the contract the successful Proposer will enter into with Metro; it is included for your review prior to submitting a proposal.

PROPOSAL CHECKLIST

FIRM _____
 NAME _____
 MAILING ADDRESS _____
 PHONE _____ FAX _____ EMAIL _____

PROPOSER REPRESENTS/CERTIFIES/ACKNOWLEDGES AS PART OF THIS OFFER THAT:

(PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE WITHOUT THE FOLLOWING DOCUMENTS*)

1. **PROPOSAL**
2. **CONFLICT OF INTEREST***: Proposer hereby certifies that no officer, agent, or employee of Metro has participated on behalf of Metro in preparation of this bid, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same work, and the Bidder is competing solely in its own behalf without connection or obligation to any undisclosed person or firm.
3. **RESIDENT/NON-RESIDENT***: Undersigned contractor states that it is a resident or non-resident of the state of Oregon. State in which Bidder resides: _____
4. **TYPE OF BUSINESS ORGANIZATION***: Contractor operates as an individual, a corporation, incorporated under the laws of the state of _____, a non-profit organization, a partnership. (If partnership, attach names of the partners)
5. **OREGON LICENSE***: If a corporation, it is, or is not, licensed with Oregon Corporation Commission
6. **DOING BUSINESS AS***: Provide any assumed names utilized.
7. Proposal Response Forms including Addendum No. 1 Q&A
8. Vendor References – Addendum No. 2
9. Cost Summary – Addendum No. 3
10. Copy of standard agreements (license, implementation)
11. Sample annual maintenance agreement
12. Sample Ticketing Reports
13. Vendor-supplied materials (brochures, financial statements, other sample reports, reference letters, etc.)

 NAME AND TITLE OF PERSON AUTHORIZED TO CONTRACT/SIGN OFFER (TYPE OR PRINT)

SIGNATURE OF AUTHORIZED PERSON


**ADDENDUM NO. 1
 QUESTIONS & ANSWERS
 OREGON ZOO
 TICKETING POINT-OF-SALE SYSTEM**

Please mark either 'Y' if the product will perform the function listed or 'N' if it will not. If additional software modules or programming beyond your regular ticketing system are required, or if additional hardware beyond the hardware listed in our requirements is required, please describe below the question. If additional space is needed, please attach a separate sheet.

Items marked "✘" are options that may, or may not, be considered in the evaluation of the proposals received.

HARDWARE:	Yes	No
Does your system include all of the hardware listed in the "required hardware" section above (III-B)?		
Indicate any hardware items that you cannot provide.		
Does your complete POS terminal configuration have a wireless option, e.g., 802.11 b/g?		
Does your wireless option use encryption for secure communications?		
If so, list the types of encryption used.		
Does your software support a fully functioning phone dial up POS location that is not on the network?		
Can POS terminals be easily moved to another location on campus by qualified IT staff?		
Which of our current hardware (See Section III-E Current Hardware above) is 100% compatible with your ticketing system?		
✘ Does your system support debit card transactions?		

Charge Card Processing	Yes	No
Does the system integrate with a secure authorizing charge card swipe system?		
If so, is the swipe built into the POS (i.e., into the screen or keyboard) or is it a peripheral device?		
Does the system allow acceptance of all of the following cards? Visa, MasterCard, American Express, and Discover?		
Does the system support high-speed charge card authorizations via the internet?		
When the internet is unavailable for charge card authorizations, does the system have a backup authorization process via phone dial up?		
Does the system support "host" draft capture?		
Does the system support "terminal" draft capture?		
Can charge card batches for the business day be transmitted to the processor ("bank") as one batch for the entire ticketing system?		
Can the charge card batch be transmitted to the processor ("bank") by a person or is it an automated process?		
What security methods are used to protect customer information?		
Where is customer information stored? For how long?		
What customer information is accessible to the Zoo? (To look up accounts/ transactions, chargeback research)		

Access Control:	Yes	No
Can your system support wireless (802.11b/g) hand-held laser barcode readers operating in real time mode? (Examples: Symbol MC3000, AML M7100, Intermec CK30, PSC Falcon 4420, et. Al.)		
In a hilly outdoor environment (64 acres) is a wireless barcode reader more or less reliable than a wired barcode reader?		
Describe your attended access control system (no turnstiles).		
 Self Service Kiosk - Optional	Yes	No

Does the system support a self-service kiosk?		
If so, describe your self-service kiosk operation and interface to the system at large.		

NETWORK, OPERATING SYSTEMS AND DATABASES:	Yes	No
Can the system and POS terminal work under Windows 2000//2003/XP, Linux or Unix network operating system connected by Ethernet 10 Base cabling using TCP/IP protocol?		
What operating systems does your ticketing system use?		
Describe your database platform, e.g., what components does it consist of?		
Where do the sales journals from each point of sale reside? What files are shared files?		
Can the POS terminals operate fully in a stand-alone mode to cope with network or server failure?		
Describe what steps are required to convert temporarily to "stand alone" mode in the event of network or server failure.		
How does stand alone mode affect access control?		
Does stand alone mode create database error messages or other abnormal symptoms due to disconnect with the shared database files?		
What steps are required to resume networked operations from stand alone mode?		
SYSTEM IMPLEMENTATION:	Yes	No
Can vendor meet the system implementation requirements listed in Section III-E?		
Can vendor meet the deadlines in the schedule of events listed in Section III-E?		
Describe how you will convert from our current ticketing system to the new system between the end of one business day and the beginning of the next business day.		

TRAINING:	Yes	No
Will vendor provide initial on-site training for all user-programmable features and supervisor features of the system?		
Describe your training program.		
Are written procedures outlining system functions and processes (in electronic or hard-copy format) available to the Ticketing System Administrator for on-going reference?		
Does vendor provide an option to purchase additional programming support and training?		

MAINTENANCE AND SUPPORT:	Yes	No
Can vendor meet requirements for total system maintenance as outlined in Section III F & G?		
Does the system include a data backup process such that data that resides on one machine is backed up to a different machine?		
Describe what database maintenance (for example file backups or purges) is required.		
Does vendor provide a disaster recovery plan for the system?		
➤ If so, please describe the plan.		
How do you plan to meet our need for hardware service within four hours of service call?		
Describe the on-going IT (Information Technology) support required by Oregon Zoo to maintain the system at optimal performance. This entails duties beyond those of the Ticketing System Administrator (creating tickets, discounts, and events, changing prices and setting up new user passwords). Examples of IT support include adding software updates and patch processes.		



FUNCTIONALITY:

General	Yes	No
Does the software allow us to continue to sell the following tickets/items? (For more information, see Section II – “Other items sold on Ticketing Point-of-Sale System)		
• Tickets: Admission, train, simulator, tour, lecture and exhibit (butterfly).		
• Memberships		
• Parking Fees		
• Parking Passes		
• Donations		


• Gift certificates		
• Paintings (cashier keys in different prices)		
• Zookeys (retail item)		
• School Meals (food item)		
Please explain all no responses to this question.		
Can a cashier sell retail items such as Zookeys or accept payment for school meals without our having to purchase a separate “retail” or “food” software module?		
Does the software allow the user to create access codes and barcodes that dictate ticket characteristics and validity?		
Is the system capable of printing a barcode onto a ticket?		
Does the software allow the user to custom design tickets and receipts?		
Does the software allow the user to create more than 50 different discounts?		
Can a discount be successfully applied to more than 200 tickets in one transaction?		
Does the software allow the user to design the selling screens?		
Does the regular ticketing software allow the user to assign a specific event date as a ticket’s expiration date? An event date is any future date such as 12/21/2006 that has no relationship to the current date.		
Does the regular ticketing software allow the user to have a group name print on tickets?		
Does the software allow printing of coupon-like “tickets” that have no intrinsic value at print time, but can be invoiced to customer after usage (catering tickets)?		
Does the software allow selling of events with fixed (and/or timed) seating capacity (i.e. concerts)?		
Does the system allow for tickets or items with cashiered defined prices? For example, we sell paintings that have different prices and the key “Paintings” does not have a preset price.		
Can price changes, new tickets, etc. be programmed by the Ticketing System Administrator during business hours without going into effect immediately?		
How many ticket types or items can be sold from the Ticketing Software?		
Can price changes, new tickets, etc. be programmed by the Ticketing System Administrator and scheduled to go into effect automatically at a future date and time?		
How many software upgrades have you released in the last 3 years?		

<p>Our experience is that although each requirement could be met individually, sometimes a choice must be made because two features cannot work together. Please identify which of our requirements your system cannot meet due to incompatibility with one or more other features. Examples include:</p> <ul style="list-style-type: none"> • Disbursements (splitting revenue between more than one account) and access control • Ticket refunding and validation at an off-network location • Disbursements and event capacity 		
✧ Does the system come with a training mode that allows new users to enter transactions that will not be included in the real journals or reports?		
✧ Will the software support a prompt that is elicited from a specific ticket type? For example, selecting an adult complimentary ticket will elicit a prompt for an explanation of the complimentary admission such as "AZA Member." The prompt is not elicited from the form of payment, but from the ticket type.		

Ticket Sales	Yes	No
Does the software allow the Zoo to tender all of the following forms of payment: cash, check, charge card, purchase order, gift certificate, transfer voucher (internal Zoo voucher) and complimentary?		
Will the system accommodate unlimited user-defined methods of payment?		
Can the ticket seller key in demographic data such as zip code or number in party or means of transportation?		
Can any of the demographic information captured in the last question be summarized in meaningful reports generated by the system?		
Can tickets be validated at the point of sale?		
Does the software allow application of a sales tax?		
How are your selling screens arranged?		
What is the maximum number of tickets or items that can be sold from one screen?		
Each ticket we generate indicates both age and payment type of the guest. Examples		

include Adult General Admission, Youth member, and Senior Comp. In some cases we also want to capture the nature of the visit such as “school group” visit, or “concert attendance.” How do you suggest we capture this information in your ticketing system?		
Assuming that Oregon Zoo has 1000 distinct ticket types or items for sale, describe the steps required to sell 2 or more tickets/items from very distinct categories. For example, selling a train ticket and a gift certificate.		
Describe all keystrokes required to sell a ticket.		
Describe all keystrokes required to refund a ticket.		
Describe all keystrokes required to void a transaction.		
 Does the software allow for the sale of a “package” with the following features: <ul style="list-style-type: none"> • Package is sold by selecting only one key on the POS. • One admission ticket will print and will include an admission barcode. • One train ticket will print and will include a train barcode. The two revenue types (admission and train) will be split appropriately by the system to their respective categories (admission and train).		
 Alternatively, can the above package produce ONE ticket that includes TWO separate barcodes; one for admission and one for train?		

Cash Control:	Yes	No
Does the system have an electronic journal that records each transaction?		
Does each transaction on the sales journal show all of the following: transaction number, terminal number, cashier number, date, time, items sold, sale amount, amount tendered, change due, tender type (i.e. “cash”), charge card reference, operator action, i.e. log on, log off, and run report? If not, list those not on the sales journal.		
Does customer receipt show all of the following: date of transaction, time of transaction,		

transaction number, cashier number, items sold, sales location, amount due, amount tendered by tender type, and change to be given? If not, list those not on the customer receipt.		
Does system allow a “blind” cash count at shift end to ensure cashiers do not adjust cash to sales?		
Does the software allow the Zoo’s ticketing system administrator to assign passwords to system users?		
Does the system require both a sign-in code and a password for user operation?		
Does the system have the capacity for a minimum of 500 unique user sign-in codes?		
Does the system provide secure access to system options controlled by user profiles?		
Does the system have an unlimited number of user profiles that can be custom created by the Zoo’s ticketing system administrator?		
Can each shift be closed automatically at the end of day so that the cashier can count her cash away from the register location? Or, does the system require a cashier to close her shift and count her cash at the register location?		
 Can cash collections and change purchases between cashier and cash office staff be recorded on the POS system?		

Reports:	Yes	No
Does the system arrive with a variety of standard reports already written?		
Does the system provide an end of day report that shows total ticket quantities and their dollar value for each ticket type?		
Can the system be queried for reports during business hours without interrupting or slowing ticket sales?		
Does the system provide end of day reports by individual cashier that show quantity and dollars for each of the following: Total sales, total returns or voided sales, total number of “no sales”, itemized quantities and dollars of each ticket or item sold or returned, and quantities and dollars by transaction of each form of payment, i.e. number of cash transactions and their dollar value, number of charge card transactions and their dollar value, etc? If not, list all information not available by cashier.		
Does the system include a user-defined chart of accounts so that sales can be categorized in a meaningful way?		
Can reports display onscreen, print to a local or network printer, or be sent to a file?		
Oregon Zoo has three distinct ticket selling profit centers: Main Gate, Lower Ticket Booth (primarily train ticket sales) and Secondary Summer only gate (Washington Park Entrance). Can the software report on each profit center separately?		
Can the software combine the three profit centers referenced in the last question into one		

report?		
A report is available or can be user designed to show total ticket counts and total dollars for each ticket type for any time period. For example, a report can be run to show total adult paid admissions (counts and dollars) for any date, date range or time period in hours.		
Can reports or journals from any POS terminal on the ticketing network be viewed from any other terminal on the ticketing network?		
If a user types in a transaction number or transaction time can the system find and display that transaction in less than 30 seconds regardless of the size of the journal?		
Can attendance be determined from the number of tickets sold?		
Can attendance be determined from the number of tickets validated?		
The system's ticket validation reliability is 100%. That is, the number of tickets captured by the validation system matches the actual number of tickets presented for validation.		
If we have been selling tickets for four months for a specific event, can we query the system for the total number of tickets sold for that event and get the result in less than 5 minutes?		
A report is available, or can be user designed, that shows: <ul style="list-style-type: none"> ▪ how many admission tickets have been sold by the hour, half hour or quarter hour. ▪ how many train tickets have been sold by the hour, half hour or quarter hour. ▪ how many admission tickets have been validated by the hour, half hour or quarter hour. ▪ how many train tickets have been validated by the hour, half hour or quarter hour. ▪ ticket counts and total dollars for each ticket type for any time period, i.e. a report can be run to show total adult paid admissions (counts and dollars) for any date, date range or time period in hours. 		
Can users create custom reports from the system data using a report writer? If so, what is the name of the report writer?		
Can all data fields in all modules be sorted and selected for reporting purposes?		
Can the system save frequently run user-defined reports and make these reports accessible with appropriate permissions?		
✂ If a ticket seller works at multiple ticketing POS locations on a given day, is there one report that combines the following information for that ticket seller? Report shows quantity and dollars for each of the following: Total sales, total returns or voided sales, total number of "no sales", itemized quantities and dollars of each ticket or item sold or returned, and quantities and dollars by transaction of each form of payment, i.e. number of cash transactions and their dollar value, number of charge card transactions and their dollar value, etc.		

✦ A ticket that has been validated can still be refunded electronically out of the system when it is deemed that a refund is due.		
➤ If a validated ticket cannot be refunded electronically, how do you recommend that the user process manual refunds and still retain the integrity of system reports?		

INTERFACE WITH OTHER APPLICATIONS:	Yes	No
In the event that files need to be uploaded to the vendor for troubleshooting, is internet access available from any machine requiring such an upload?		
Are the system's databases readable and exportable via standard protocols such as SQL?		
Can the system's database files be interfaced to the PeopleSoft Financial System?		
Do you offer system integration services that could combine accounting information from your system with our Micros Food Point-of-sale system?		
✦ What other software modules does your system support, for example food service, retail or class/camp registrations?		
✦ Can your product interface with Blackbaud's Raiser's Edge?		
➤ If you have not built an interface specifically between your product and the Raiser's Edge, does your product have the capability to have an automated interface with fundraising/membership tracking software?		
➤ Do you currently have any customers whose ticketing system is interfaced to the Raiser's Edge? If so, please include contact information.		
✦ If you do have an interface or interface capabilities with the Raiser's Edge:		
➤ Does the interface work in real-time or is it a scheduled process?		
➤ Is the API (Application Programming Interface) required to interface with the Raiser's Edge?		
➤ Can the Raiser's Edge administrator determine some of the information/fields that are included in the interface? <i>(Ex. We want the date, amount, member name, but don't want to see if they paid for parking.)</i>		
➤ Can the Raiser's Edge administrator review and edit the data prior to it being loaded into the Raiser's Edge? <i>(Ex. 123 Easy stret is the address. Can we change it to 123 Easy street)</i>		
➤ Can the ticketing system administrator determine what information is included in the interface from the Raiser's Edge to the ticketing system? <i>(Ex. they don't want birth date.)</i>		
➤ Can the attendance data for members be stored in/transferred to the Raiser's Edge as part of the interface?		
➤ Can information from member's cards be captured by your ticketing system so that we can determine frequency of card usage?		
✦ When memberships are sold at the Gate:		

➤ Can the information be electronically sent to the Raiser's Edge?		
➤ Is the member bio and membership information entered at the Gate?		
✦ Can a Raiser's Edge generated barcode membership ID be used to look up member records in your system? (i.e. from a member's card)		
✦ Can membership information be renewed or upgraded from your ticketing software and be transferred to the Raiser's Edge?		
✦ Does a gate cashier have to be logged into the Raiser's Edge to look up member information?		
✦ Does a member with a membership card produced by Legend Data Systems also need to obtain admission tickets in order to pass through access control? If no, explain how each attendee is counted by age.		

✦ INTERNET SALES (Optional):	Yes	No
➤ Can a ticket buyer purchase tickets from the system using the internet?		
➤ Do customers receive confirmation that their transaction has been processed, such as by confirmation number or e-mail?		
➤ Can the end-user print tickets at their residence that will be readable by the system's validation software located at the Zoo?		
➤ Does your system allow us to limit the number of limited-capacity event tickets that can be purchased per person?		
➤ What security methods are used to protect customer information?		
➤ Where is customer information stored? For how long?		
➤ What customer information is accessible to the Zoo? (To look up accounts/ transactions, chargeback research)		

ADDENDUM NO. 2 EXPERIENCE AND REFERENCES VENDOR REFERENCES

1. Provide the following information for at least three references where the proposed system is installed and in use at major tourist attractions or similar venues. Additional references are welcome.

Project Name & Location:	
Company Name:	
Street Address:	
City, State, Zip:	
Contact Name & Title Role on Project	
Contact Phone:	

Project Name & Location:	
Company Name:	
Street Address:	
City, State, Zip:	
Contact Name & Title Role on Project	
Contact Phone:	

Project Name & Location:	
Company Name:	
Street Address:	
City, State, Zip:	
Contact Name & Title Role on Project	
Contact Phone:	

ADDENDUM NO. 3 COST SUMMARY

Submitted By: _____

Describe the pricing structure for the proposed system. Attach additional pages if needed.

	Wired	Wireless
Hardware, itemized:	\$	\$
Optional - Future Two POS workstations (Section III-D)	\$	\$
Optional – Stand Alone Kiosk	\$	\$

Software, itemized:	\$
Optional: Raiser's Edge Interface	\$
Optional: Internet Sales	\$

Installation	\$
Initial Training Per Scope of Work	\$
Initial One Year Warranty	\$
On-going Zoo Employee Training	\$ Hourly rate
Additional training & programming support:	\$ Hourly rate
Extended Maintenance & Support (Beyond initial One Year Warranty): 1 st Year \$ _____ 2 nd Year _____ 3 rd Year \$ _____	

Note: Please include travel and any incidental costs, if any, associated with the above fees.

Sample Standard Public Contract

(503) 797-1700

For Public Contracts \$50,000 & Up

CONTRACT NO. _____

PUBLIC CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and _____, whose address is _____, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing _____, 20____ through and including _____, 20____.

ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work.

ARTICLE IV LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, 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 Contract. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

ARTICLE V TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall

not be liable for indirect, consequential damages or any other damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI
INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. **Metro, its elected officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.**

B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. **METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.** Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

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.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work

ARTICLE VII
PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A & B, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279C.800 to 279C.870, the Contractor shall pay prevailing wages and shall pay an administrative fee to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. Contractors must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Contractor must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against Metro on account of any labor or material furnished. Contractors are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

For public improvement work all contractors must demonstrate that an employee drug-testing program is in place.

ARTICLE VIII
ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE IX
QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

ARTICLE X
OWNERSHIP OF DOCUMENTS

Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of Metro, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon Metro request, Contractor shall promptly provide Metro with an electronic version of all Work Products that have been produced or recorded in electronic media. Metro and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

A. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:

1. The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
2. Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
3. Any cost and pricing data relating to the contract; and
4. Payments made to all suppliers and subcontractors.

B. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.

C. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

D. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

E. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

F. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.

G. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due 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.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any procurement documents including, but not limited to, the Advertisement for Bids, Proposals or responses, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV

COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE XVI
INTERGOVERNMENTAL COOPERATIVE AGREEMENT

(Requires competitive solicitation) – Pursuant to ORS 279A and Metro procurement rules, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under the terms and conditions of the resultant contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor’s obligation to Metro. Any estimated purchase volumes listed herein do not include other public agencies and Metro makes no guarantee as to their participation. Any bidder, by written notification included with their solicitation response may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. Will your company participate in Intergovernmental Cooperative Purchasing? Yes; No. If No, please explain on a separate sheet of paper

ARTICLE XVII
ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

CONTRACTOR NAME

METRO

By_____

By_____

Date_____

Date_____

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 05-3637 FOR THE PURPOSE OF APPROVING THE RELEASE OF A REQUEST FOR PROPOSALS AND AWARD OF A CONTRACT FOR THE PURCHASE OF A TICKETING POINT OF SALE SYSTEM AT THE OREGON ZOO

Date: December 14, 2005

Prepared by: Cinna'Mon Williams

BACKGROUND

The Oregon Zoo purchased an admissions point of sale system in 1998. Due to the change in technology the system is now obsolete and in need of replacement.

The new system will greatly increase the speed of the admissions process, process credit card payment at a faster rate, provide more comprehensive statistical reporting and generate fewer errors with less downtime.

ANALYSIS/INFORMATION

- 1. Known Opposition:** There is no known opposition.
- 2. Legal Antecedents:** Metro Code 2.04.026 states any contract for public contract for a term greater than twelve (12) months and greater than \$50,000 requires Council authorization.
- 3. Anticipated Effects:** The release of a request for proposals will result in a multi-year contract.
- 4. Budget Impacts:** The Oregon Zoo has budgeted for this item.

RECOMMENDED ACTION

Authorizes the Chief Operating Officer to release a Request for Proposals substantially similar to that attached as Exhibit A and execute a contract with the most responsive proposer.

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF APPROVING THE	)	RESOLUTION NO. 05-3638
RELEASE OF A REQUEST FOR PROPOSALS)	
AND AWARD OF A CONTRACT FOR THE	)	Introduced by Chief Operating Officer
LEASE OF A SIMULATION THEATER AT THE	)	Michael J. Jordan, with the concurrence of
OREGON ZOO	)	Council President David Bragdon

WHEREAS, Metro operates the Oregon Zoo; and,

WHEREAS, the Oregon Zoo leases a simulation theater; and,

WHEREAS, the current contract for the lease of a simulation theater expires on April 30, 2006; and,

WHEREAS, the Oregon Zoo wishes to release a Request for Proposals to select and enter into a contract with the most responsive vendor for a simulation theater for one (1) year with the option to extend for two (2) additional one (1) year terms; and,

WHEREAS, Metro Code 2.04.026 states any contract for personal services for a term greater than twelve (12) months and greater than \$50,000 requires Council authorization; and,

BE IT RESOLVED that the Metro Contract Review Board authorizes the Chief Operating Officer to release a Request for Proposals substantially similar to that attached as Exhibit A and execute a contract with the most responsive proposer.

ADOPTED by the Metro Council this _____ day of _____, 2006.

David Bragdon, Council President

Approved as to Form:

Daniel B. Cooper, Metro Attorney

Exhibit A Request for Proposals

600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

FOR SIMULATION THEATRE LEASE AGREEMENT RFP# 06-1166-ZOO

I. INTRODUCTION

Oregon Zoo is a service of Metro, the regional government providing services in Multnomah, Clackamas and Washington Counties. Oregon Zoo is requesting proposals for a lease agreement for a fully automated portable mobile ride simulation theatre.

This project is the responsibility of the Guest Services Division, Oregon Zoo, Carmen Hannold, Deputy Director of Operations. For information concerning the proposed project contact her at 503.525.4252.

Details concerning the project and proposal are contained in this document.

II. BACKGROUND/HISTORY OF PROJECT

The Oregon Zoo wishes to lease a fully automated portable Theme Park Quality motion simulation theatre for placement and use at the zoo.

III. PROPOSED SCOPE OF WORK

- A. The theatre shall come equipped with a minimum of eighteen (18) seats on motion bases that allow infinite maneuverability.
- B. The system shall include a High Definition (HD) Video Projection System and a 6-Channel Computer Controlled Digital Surround Sound Audio System.
- C. Theater system shall also include:
 1. Seatbelts
 2. Seatbelt System Monitoring at Show Controller
 3. Digital Playback and Projection System
 4. Projection Screen
 5. Theater climate control system (HVAC System)
 6. Operation and Maintenance Manuals in English
- D. Exterior System shall include:
 1. Covered Entrance System
 2. Custom Exterior Theming
 3. Video Monitor Display System
 4. Audio System complete with amplifiers and speakers
 5. Fixed Entrance and Exit Access Stairs and Platforms
 6. ADA Access Ramps

Exhibit A

Request for Proposals

OPERATION

- A. Vendor shall provide a minimum of one (1) Portable Theme Park Quality Simulation Theatre, a complete operating unit fully capable of presenting the software, and consisting of a trailer combination together with all necessary support equipment and systems.
- B. Vendor will provide one technician for three days to assist in the initial set-up of the unit and staff training. Vendor will also provide one technician to assist in the strike of the unit at the end of the lease.
- C. Vendor shall provide Preventative Maintenance services throughout the term of the lease agreement, to include:
 - 1. Technician to visit simulator location 3 times a year as mutually scheduled, each visit to include the following services:
 - a. Review and inspection of equipment and performance
 - b. Operating test of hardware and software
 - c. Perform all necessary adjustments, repairs or replacements that are mutually agreed upon to ensure optimal performance of the simulator.
 - d. Conduct standard preventative maintenance procedures e. Conduct refresher training sessions as needed
 - e. Vendor will provide replacement fixtures or equipment at no additional cost.
- D. The Zoo shall provide fully trained and qualified staff to operate the Portable Simulation Theatre in a safe manner. Zoo staff shall monitor the unit to determine whether there are any problems with the system that would cause a reasonable prudent operator of the Portable Simulation Theatre to shut down the theatre. The zoo staff shall:
 - 1. Assist in the set-up and strike the unit;
 - 2. Operate the unit, customer seating and starting and stopping the show; and provide routine maintenance of theater equipment.
- E. Vendor shall provide the film software to be utilized in conjunction with the Portable Simulation Theatre. Vendor and Zoo shall agree on a minimum of four (4) programs at execution of lease. Vendor shall provide at no additional costs to the zoo full access to vendors proprietary films and entertainment. All films shall contain family friendly subject matter.
- F. In addition to simulation theatre and software, vendor shall provide:
 - 1. Marketing support materials for selected films.
 - 2. Educational learning resource guides for reproduction for selected films.
 - 3. Project Management and Coordination of Integration of Supplied Equipment.
 - 4. 24/7 On Call Telephone Support for maintenance and operation issues.

Exhibit A

Request for Proposals

600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

- a. 8 hours of telephone support per 3 month period to be provided at no charge
- b. If service problem cannot be resolved by telephone assistance within 48 hours, vendor will dispatch qualified service personnel to site to service the equipment.

DELIVERY/INSTALLATION/TESTING

Vendor will deliver one simulation unit to the Oregon Zoo before May 1, 2006, delivery to include transport, installation, set-up and testing of all equipment. Vendor will be responsible for removal of the simulation unit at the conclusion of the lease. The cost of shipment and associated cargo insurance will be the cost of Vendor.

UPGRADES, RETROFITS

Prior to making any changes to the unit, Oregon Zoo will provide visual information on all proposed upgrades to Vendor and obtain written approval for all upgrades and retrofits for the unit, including but not limited to interior and exterior changes

MOTION CONTROL PROGRAMMING

Vendor will provide the motion control programming for the simulator films that will be shown during this lease.

IV. PROPOSED TERM OF LEASE

Proposed Agreement shall commence on or before May 1, 2006, shall continue for twelve months, with an option to extend for two additional one year periods and increase the original contract amount by additional funds each year.

V. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following experience:

- (1) 5 years experience of successful operation of simulated theatre in zoos, attractions and/or other entertainment venues.
- (2) 2 successful marketing campaigns for proprietary films.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

Three (3) copies of the proposal shall be furnished to Metro, addressed to:

The Oregon Zoo
Attn. Carmen Hannold
4001 SW Canyon Road
Portland, OR 97221-2799

Exhibit A

Request for Proposals

- B. Deadline
Proposals will not be considered if received after 2:00 p.m., Wednesday, February 1, 2006.
- C. RFP as Basis for Proposals:
This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which 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 Carmen Hannold at (503) 525-4252. 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 5:00 p.m., January 18, 2006.
- 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. Minority and Women-Owned Business Program
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 Purchasing/Contract Office of Metro, Metro Regional Center, 600 NE Grand Avenue, Portland, OR 97232 or call (503) 797-1816.
- F. Modification of Proposal
An offer to modify the proposal which is received from the successful Proposer after award of agreement which makes the terms of the proposal more favorable or advantageous to Metro will be considered, and may thereafter be accepted. To be effective, every modification must be made in writing over the signature of the proposer.
- G. Compliance
Each Proposer shall inform itself of, and the Proposer awarded a contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination in the employment of labor, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees and similar subjects.

Exhibit A

Request for Proposals

H. Equal Employment Opportunity

During the performance of the contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin.

VII. PROPOSAL CONTENTS

The proposal should contain not more than 12 pages of written material (excluding biographies and brochures, which may be included in an appendix), describing the ability of the proposer 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. Transmittal Letter: Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.

B. Approach/Project Work Plan: Describe how the work will be done within the given timeframe and budget. Include a proposed work plan and schedule.

C. Staffing/Project Manager Designation: Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract.

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

D. Experience: Indicate how your firm meets the experience requirements listed in section IV. of this RFP. List projects conducted over the past five years which involved services similar to the services required here. For each of these other projects, include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.

E. Cost/Budget: Present the proposed cost of the project and the proposed method of compensation. Specifically, list all costs pertaining to installation of theatre (if any), cost for removal of theatre at end of lease period (if any), amount and regularity (monthly/quarterly/annually, etc.) of periodic lease payments required (if any), and expected revenue sharing* percentage expected during term of lease. *Shared revenue to be calculated after

Exhibit A

Request for Proposals

600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

deducting operating expenses including by not limited to excise tax, cost of promotion and marketing, and labor costs. Requested expenses should also be listed. Metro has established budget not to exceed \$150,000 for this project.

- 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.

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: 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 to cancel all or part of this RFP.
- B. Billing Procedures: 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. Validity Period and Authority: 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. Conflict of Interest. 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. Intergovernmental Cooperative Agreement (Requires competitive solicitation) – Pursuant to ORS 279A and Metro procurement rules, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under the terms and conditions of the resultant contract. Any such

Exhibit A

Request for Proposals

purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro. Any estimated purchase volumes listed herein do not include other public agencies and Metro makes no guarantee as to their participation. Any bidder, by written notification included with their solicitation response may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

IX. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: 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 may be requested prior to final selection of one firm.
- B. Evaluation Criteria: This section provides a description of the criteria that will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

Percentage of Total Score

<ul style="list-style-type: none"> ➤ Project Work Plan/Approach 	40%
1. Demonstration of understanding of the project objectives	5
2. Performance methodology	5
3. Operating experience	5
4. Maintenance history /support	5
5. Film variety/ appropriateness	10
6. Schedule parameters/ installation time line	10
<ul style="list-style-type: none"> ➤ Project Staffing Experience 	20%
1. Project consultant	5
2. Marketing strategies /support	5
3. Staff training	5
4. References	5
<ul style="list-style-type: none"> ➤ Budget/Cost Proposal 	40%
1. Projected installation cost \$ _____	5
2. Projected removal cost \$ _____	5
3. Projected net revenue share* percentage Vendor ___% Zoo ___%	
*Shared revenue to be calculated after deducting expenses to include operating expenses, excise tax, cost of promotion and marketing, and labor costs.	25
4. Commitment to budget	5
	100%

Exhibit A Request for Proposals

600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

X. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached standard personal services agreement (Attachment A) approved for use by the Office of Metro Attorney. This is the agreement the successful Proposer will enter into with Metro; it is included for your review prior to submitting a proposal.

ATTACHMENT "A"



Personal Services Agreement

Contract # _____

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 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:

1. 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. Payment. 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. Insurance.
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, shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage; and
(2) automobile bodily injury and property damage liability insurance coverage shall be a minimum of 1,000,000 per occurrence.
b. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

c. 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.

d. 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.

e. 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. Indemnification. 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. Ownership of Documents and Maintenance of Records. Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of Metro, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon Metro request, Contractor shall promptly provide Metro with an electronic version of all Work Products that have been produced or recorded in electronic media. Metro and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

a. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:

- (1) The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
- (2) Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
- (3) Any cost and pricing data relating to the contract; and
- (4) Payments made to all suppliers and subcontractors.

b. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.

c. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

d. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

e. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

f. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.

g. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in debarment as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

7. Project Information. 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.

8. 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.

9. 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.

10. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C, and the recycling provisions of ORS 279B.025 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.

11. Situs. 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.

12. Assignment. 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.

13. Termination. 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.

14. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

15. Intergovernmental Cooperative Agreement. (Requires competitive solicitation) – Pursuant to ORS 279A and Metro procurement rules, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under the terms and conditions of the resultant contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro. Any estimated purchase volumes listed herein do not include other public agencies and Metro makes no guarantee as to their participation. Any bidder, by written notification included with their solicitation response may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. Will your company participate in Intergovernmental Cooperative Purchasing? Yes; No. If No, please explain on a separate sheet of paper

16. Modification. 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

By _____

By _____

Title _____

Title _____

Date _____

Date _____

1.	Agreement/Purchase Order	Anticipated Date 3/1/2006
2.	Shipment of Portable Simulation to Client	4/30/06
3.	Commencement of Installation	5/1/2006
4.	Completion of Installation and Test Programs	5/05/2006
5.	Staff Training on site Completed	5/06/2006
6.	Ready for Opening to the Public	5/07/2006
7.	Renewal Notification	2/01/2007
8.	End of lease period, without renewal	4/30/2007

Appendix II - Preventative Maintenance Services

WHEREAS _____ has supplied Portable Simulation Theatre to the Client:

_____ will provide maintenance services as follows at its cost:

1. A _____ technician will visit the simulator location three times a year at times mutually scheduled by the client and _____. Each visit will include the following services over a two day period:
 - (a) A review and inspection of the equipment and its performance.
 - (b) An operating test of the _____ hardware and software.
 - (c) Review with the client the performance of the Portable Simulation Theatre since the last scheduled visit .
 - (d) Perform all necessary adjustments, repairs or replacements that are mutually agreed upon to ensure optimal performance of the Portable Simulation Theatre.
 - (e) Conduct _____ standard preventative maintenance procedures.
 - (f) Conduct a refresher training session on the equipment for client staff.
 - (g) Update manuals as necessary.
 - (h) Review the spare parts inventory and replenish all spare parts used.
2. Where the Portable Simulation Theatre experiences breakdown or malfunctioning between scheduled maintenance visits, _____ shall first provide telephone support to aid the client technicians in making necessary repairs and shall ship any required spare parts to facilitate the repair. In the event that the problem cannot be resolved by telephone assistance, _____ will dispatch qualified field service personnel to site as per Warranty terms.
3. Where identified adjustments, repairs or replacements can't be completed during a scheduled maintenance visit or emergency visit, _____ will make necessary temporary repairs to ensure the safe and efficient operation of the simulation attraction equipment and shall in reasonable time complete the repairs.
4. A written report on each visit will be provided to the customer with comments and recommendations within 15 days of the site visit.

Warranty Appendix III

1. The Warranty takes effect from the date of Public Opening and remains in force for the period of the lease.
2. This warranty relates to all such defects notified to _____ by the client within 5 days of discovery provided the equipment has been operated and maintained in accordance with the technical manuals and publications originally supplied and periodically updated by _____.
3. _____ shall first provide telephone support service to remedy any reported warranty problems. Such telephone assistance shall be provided within twenty-four (24) hours after purchaser has identified and notified _____ of any such problem.
4. This Warranty does not extend to normal wear and tear or to any defect which in the opinion of _____ is caused by the equipment or any part thereof having been subject to:
 - 4.1. Any modification not authorized by _____; or
 - 4.2. Mistakes in operation or Misuse by the purchaser's staff or representative;
 - 4.3. Events beyond _____ control. These shall include but not limited to, fire, storm, flood, earthquake, explosion, accidents, acts of public enemy, sabotage, acts of God.
5. _____ shall, subject to the terms of this Warranty, repair any such defects or at its option replace with a similar part, but free from defect if the parts prove to be defective and under Warranty. Any part alleged to be defective and under Warranty shall be returned, identified, properly packed and shipped to _____. Repair costs shall be borne by _____ and packing and transportation charges shall be the cost of _____.
6. _____'s warranty is conditional on: the client's maintenance staff performing the regular maintenance as detailed in _____'s Preventative Maintenance Manual provided at the time of lease and periodically updated; motion programming completed by _____ and any spare/replacement parts to be either purchased or recommended by _____. A written log shall be maintained of client's maintenance staff as per these Preventative Maintenance Manuals as well as any other work performed on the simulator equipment. This log shall be available for review by _____ staff upon request.
7. At the time of the warranty service, _____ may take parts from the client's spare parts inventory to effect the warranty repair. _____ will promptly replace these parts.
8. In the event that a reported problem cannot be resolved by telephone assistance, _____ will dispatch qualified field service personnel to site subject to _____ On-Call Service detailed below.
 - (a) _____ provides 24-hour telephone support by trained technicians to respond to emergency service calls. In each 3 month period a cumulative total of 8 hours of telephone support will be provided free of charge. After that rates are US\$____ per hour to cover communication charges and technician's time.
 - (b) If the service emergency cannot be resolved by telephone assistance, _____ will, within 2 days of receipt of a written "request for service" from the client, dispatch qualified service personnel to site to service the equipment. The client agrees to pay _____ for on site. Under 4 hours at site will be billed as US\$ ____; over 4 hours as a full day. Door to door travel time will be billed at US\$ ____ per hour.
 - (c) Replacement parts (other than those covered by warranty) and any supplier support or other costs required to service the equipment will be an additional cost to the client.
 - (d) If the required service requires non-_____ technicians, there may be adjustments to _____'s standard On-Call charges. Client approval will be first sought by _____ before dispatching technicians or incurring expenses on client's behalf that are non _____ standard.
 - (e) On-Call Service can be provided from _____ offices in Canada / Japan / UK / USA/Portugal at _____'s discretion.

Appendix IV - Film Software

1. _____ agrees to license to the Client _____ Library Films for the period of the lease. _____ will provide the motion programming for the Films.
2. _____ agrees to deliver to the site the appropriate media for digital projection in English. The media will be provided for _____, _____, _____ and _____.
3. The film license fee will be _____ and is included in the payments specified in Clause 6 of this Agreement.
4. At the expiration or termination of this Agreement, the Client agrees to immediately return all existing playback media to _____.
5. In all advertisements in the media and in all publicity and promotional materials issued or authorized by the Client in respect to the film where billing identification is given, the Client shall accord the following credit: "This film is owned by _____".
6. _____ will provide to the Client such existing logos and images which will be useful in its marketing programs.
7. The Client agrees not to sell any merchandise which incorporates the images or music from any _____ film and accompanying Video Programs without the written agreement of _____.
8. The Client will report to _____ quarterly on the attendance by Film Title to be received within 15 days of every calendar quarter end (see Appendix VI).
9. All Intellectual Property Rights to the Film including all property rights, copyright, trademark, industrial design and patent rights are owned solely by _____ on behalf of itself and others. The Client shall not, in any manner, directly or indirectly harm, impair or challenge such rights of _____ and shall fully co-operate with _____ to take whatever actions _____ may reasonably require to protect all such rights.

PROPOSAL CHECKLIST

FIRM _____
 NAME _____
 MAILING ADDRESS _____

 PHONE _____ FAX _____ EMAIL _____

PROPOSER REPRESENTS/CERTIFIES/ACKNOWLEDGES AS PART OF THIS OFFER THAT:

(PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE WITHOUT THE FOLLOWING DOCUMENTS*)

1. **PROPOSAL**
2. **CONFLICT OF INTEREST***: Proposer hereby certifies that no officer, agent, or employee of Metro has participated on behalf of Metro in preparation of this bid, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same work, and the Bidder is competing solely in its own behalf without connection or obligation to any undisclosed person or firm.
3. **RESIDENT/NON-RESIDENT***: Undersigned contractor states that it is a resident or non-resident of the state of Oregon.
 State in which Bidder resides: _____
4. **TYPE OF BUSINESS ORGANIZATION***: Contractor operates as an individual, a corporation, incorporated under the laws of the state of _____, a non-profit organization, a partnership. (If partnership, attach names of the partners)
5. **OREGON LICENSE***: If a corporation, it is, or is not, licensed with Oregon Corporation Commission
6. **DOING BUSINESS AS***: Provide any assumed names utilized.
7. Proposal Response Forms including Addendums
8. Vendor References – Addendum No. 1
9. Cost Summary – Addendum No. 2
10. Copy of standard agreements (license, implementation)
11. Sample annual maintenance agreement

NAME AND TITLE OF PERSON AUTHORIZED TO CONTRACT/SIGN OFFER (TYPE OR PRINT)

SIGNATURE OF AUTHORIZED PERSON

ADDENDUM NO. 1

EXPERIENCE AND REFERENCES VENDOR REFERENCES

1. Provide the following information for at least three references where the proposed system is installed and in use at major tourist attractions or similar venues. Additional references are welcome.

Project Name & Location:	
Company Name:	
Street Address:	
City, State, Zip:	
Contact Name & Title Role on Project	
Contact Phone:	

Project Name & Location:	
Company Name:	
Street Address:	
City, State, Zip:	
Contact Name & Title Role on Project	
Contact Phone:	

Project Name & Location:	
Company Name:	
Street Address:	
City, State, Zip:	
Contact Name & Title Role on Project	
Contact Phone:	

ADDENDUM NO. 2 COST SUMMARY

Submitted By: _____

Describe the pricing structure for the proposed system. Attach additional pages if needed.

Simulator system, itemized:	\$
-----------------------------	----

Installation	\$
Incidental installation expenses, i.e. travel	\$
Initial Training Per Scope of Work	\$
One Year Warranty	\$
On-going Zoo Employee Training	\$ Hourly rate
Additional training & programming support:	\$ Hourly rate
Extended Maintenance & Support: 1 st Year \$_____	

Note: Please include travel and any incidental costs associated with the above fees.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 05-3638 FOR THE PURPOSE OF APPROVING THE RELEASE OF A REQUEST FOR PROPOSALS AND AWARD OF A CONTRACT FOR THE LEASE OF A SIMULATION THEATER AT THE OREGON ZOO

Date: December 14, 2005

Prepared by: Cinna'Mon Williams

BACKGROUND

The Oregon Zoo has offered a simulation theater for the last three years. The visitor capture rate for the simulation ride averages 7% of total visitor admissions. The ride operates year-round with daily hours from 11 a.m. until close of business.

The primary objective of the simulation theater is to provide an entertainment experience for zoo patrons while generating revenue for the zoo.

The net revenue for 2004 was \$48,000 and the approximate net revenue for 2005 is anticipated at \$76,000.

ANALYSIS/INFORMATION

1. **Known Opposition:** There is no known opposition.
2. **Legal Antecedents:** Metro Code 2.04.026 states any contract for personal services for a term greater than twelve (12) months and greater than \$50,000 requires Council approval.
3. **Anticipated Effects:** The release of a request for proposals will result in a multi-year contract.
4. **Budget Impacts:** The Oregon Zoo has budgeted for this item.

RECOMMENDED ACTION

Authorizes the Chief Operating Officer to release a Request for Proposals substantially similar to that attached as Exhibit A and execute a contract with the most responsive proposer.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE) RESOLUTION NO. 06-3652
CHIEF OPERATING OFFICER TO)
CONTRIBUTE TOWARDS THE PURCHASE) Introduced by Michael J. Jordan, Chief
OF A CONSERVATION EASEMENT OVER A) Operating Officer with the Concurrence of
PORTION OF THE TRY/ON LIFE) David Bragdon, Council President
COMMUNITY FARM PROPERTY IN THE)
TRYON CREEK LINKAGES TARGET AREA)

WHEREAS, at the election held on May 16, 1995, the Metro Area voters approved the Open Spaces, Parks and Streams Bond Measure (Ballot Measure 26-26) which authorized Metro to issue \$135.6 million in general obligation bonds to finance land acquisition and capital improvements; and

WHEREAS, on May 16, 1996, via Resolution 96-2330 (“For the Purpose of Approving a Refinement Plan For Tryon Creek Linkages Target Area, as Outlined in the Open Space Implementation Work Plan”), the Metro Council adopted a refinement plan for the Tryon Creek Linkages Target Area, which included a confidential tax-lot specific map identifying priority properties for acquisition; and

WHEREAS, on September 27, 2001, the Metro Council approved Resolution No. 01-3106 (“For the Purpose of Modifying the Open Spaces Implementation Work Plan and Open Spaces Acquisition Regional Target Area Refinement Plans to Direct Future Acquisitions of Properties That Satisfy Specific Identified Criteria”), modifying the Open Spaces Implementation Work Plan and Open Spaces Acquisition Regional Target Area Refinement Plans to require Metro Council approval of all acquisitions in target areas where minimum acreage goals have been met; and

WHEREAS, Metro is currently negotiating the terms of a Purchase and Sale Agreement with the Oregon Sustainable Agriculture Land Trust for the acquisition of an approximate 1.5- acre conservation easement over the Try/on Life Community Farm Property (“Conservation Easement”), comprising approximately 6.9 acres surrounded on three sides by Tryon Creek State Park (hereinafter referred to as the “Farm Property”), such that its natural condition would be permanently protected pursuant to the terms and conditions set forth in the Conservation Easement document attached hereto as to form as Exhibit A; and

WHEREAS, the Agreement of Purchase and Sale will provide for the acquisition of the Conservation Easement subject to the following conditions: 1) cross-contingent financial contribution and participation in the acquisition and ownership of the Conservation Easement by Metro, Oregon State Parks (“State Parks”) and the City of Portland Bureau of Environmental Services (“the City”); 2) that Metro, the City and State Parks receive a recorded right of first refusal to purchase the Farm Property; and 3) that Metro, the City and State Parks receive notice and a right to cure any default of the terms and conditions of any secured financing arrangement that now or hereafter encumbers the Farm Property; and

WHEREAS, this resolution proposes that Metro enter into an intergovernmental agreement with the City and State Parks, providing that: 1) Metro, the City and State Parks each contribute \$100,000.00, comprising one-third of the MAI appraised value purchase price for the Conservation Easement, in return for equal shares in the Conservation Easement as tenants-in-common; and 2) that State Parks take on all management responsibility for the Conservation Easement; and

WHEREAS, Metro has exceeded the minimum 20-acre goal established for the Tryon Creek Linkages Target Area, and therefore contributing towards the purchase of the Conservation Easement over the Farm Property requires formal Metro Council authorization pursuant to Council Resolution 01-3106; and

WHEREAS, Metro's participation in the acquisition of the Conservation Easement meets the required criteria set forth in Council Resolution No. 01-3106 as follows: 1) the Farm Property is a key remaining parcel surrounded on three sides by Tryon Creek State Park, and its acquisition satisfies a specific Tier II objective in the refinement plan for the Tryon Creek Linkages Target Area; and 2) the acquisition of the Conservation Easement benefits from a significant financial contribution from a local government, and state government partners, and leverages the protection of the larger 6.9 acre Farm Property; now therefore

BE IT RESOLVED that the Metro Council authorizes the Metro Chief Operating Officer to contribute towards the purchase of the Conservation Easement over the Farm Property described in the Conservation Easement in Exhibit A, subject to the following terms and conditions:

- 1) Metro, the City and State Parks shall each contribute \$100,000, and in return each shall receive a one-third interest in the Conservation Easement as a tenants-in-common;
- 2) Metro, the City and State Parks must have received a recorded right of first refusal to purchase the Farm Property;
- 3) Metro, the City and State Parks must have received from any creditor(s) secured by the Farm Property a contractual right of notice and opportunity to cure any default of the terms and conditions of any secured financing arrangement that now or hereafter encumbers the Farm Property;
- 4) Metro, the City and State Parks must have entered into an intergovernmental agreement providing for the acquisition of the Conservation Easement under the conditions set forth above herein and providing that State Parks shall manage the Conservation Easement;
- 5) Due diligence and closing shall be performed in accord with the Metro Open Spaces Implementation Work Plan standard procedures.

ADOPTED by the Metro Council this _____ day of _____, 2006.

David Bragdon, Council President

Approved as to Form:

Daniel B. Cooper, Metro Attorney

Exhibit A
Resolution No. 06-3652

Conservation Easement

(Placeholder)

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 06-3652 FOR THE PURPOSE OF AUTHORIZING THE CHIEF OPERATING OFFICER TO CONTRIBUTE TOWARDS THE PURCHASE OF A CONSERVATION EASEMENT OVER A PORTION OF THE TRY/ON LIFE COMMUNITY FARM PROPERTY IN THE TRYON CREEK LINKAGES TARGET AREA

Date: January 5, 2006

Presented by: Jim Desmond

BACKGROUND

Resolution No. 06-3652 requests authorization for the Chief Operating Officer to contribute \$100,000 towards the purchase of a Conservation Easement over an approximate 1.5-acre portion of the 6.9-acre Try/on Life Community Farm property (hereafter referred to as the "Farm Property") in the Tryon Creek Linkages Target Area, contiguous to Tryon Creek State Park.

This resolution proposes to authorize Metro to enter into an Agreement to contribute \$100,000 toward the purchase of a fractional interest in a Conservation Easement over a portion of the Farm Property, taking a pro-rata share of title as a tenant-in-common with the City of Portland through its Bureau of Environmental Services ("BES"), and the Oregon State Parks ("State Parks"). The anticipated location of the Conservation Easement on the larger Farm Property is depicted in attached Attachment 1.

BES has confirmed that they will contribute \$100,000 toward the purchase of the Conservation Easement, and State Parks is also considering A contribution of \$100,000. The Conservation Easement would permanently protect a portion (hereafter referred to as the "Property") of the Farm Property from development and preserve it in its natural state. The Conservation Easement would be subject to the terms and conditions of an Intergovernmental Agreement to be executed between Metro, BES, and State Parks, which would include a covenant to maintain the Property in compliance with the uses and restrictions described in the Metro Open Spaces Bond Measure and the assumption by Oregon State Parks or the City of Portland of all management responsibility for the Property. The purchase of the Conservation Easement requires Metro Council authorization pursuant to Resolution 01-3106 ("For the Purpose of Modifying the Open Spaces Implementation Work Plan and Open Spaces Acquisition Regional Target Area Refinement Plans to Direct Future Acquisitions of Properties That Satisfy Specific Identified Criteria") because Metro has previously exceeded the minimum 20-acre goal established for the target area.

The Property is a portion of the larger 6.9-acre Farm Property, which consists of a rolling wooded meadow site surrounded on three sides by the 670-acre Tryon Creek State Park. Two houses and a barn are also situated on the western portion of the Farm Property. There is a small tributary of Tryon Creek that bisects the site and flows into Tryon Creek to the east of the Farm Property. If developed, the entire Farm Property – including the Property - would likely be improved with multiple single-family homes.

A 501(c)(3) non-profit organization known as the Try/on Life Community Farm currently holds an option to purchase the Farm Property for \$1,425,000. Metro's contribution of \$100,000 along with similar contributions from BES and Oregon Parks will assist the Try/on Life Community Farm in raising sufficient lending capital to close on their purchase option. Without the contributions from Metro, BES, and State Parks, it is questionable whether the Try/on Life Community Farm will be able to raise enough capital to exercise their option. In that event, it is probable that the Farm Property will be placed back on

the open market for sale to a potential developer.

Metro is currently negotiating the terms of an Agreement of Purchase and Sale for the Conservation Easement with the Oregon Sustainable Land Trust (“OSALT”) (once Try/on Life Community Farm has exercised their purchase option, they have agreed to assign title to the Farm Property to OSALT). OSALT is a not-for-profit corporation organized exclusively for charitable purposes, including holding and protecting rural and urban lands for agricultural use, and conducting research and education in the areas of sustainable production and distribution of food, fiber and building materials, for scientific, charitable and educational purposes. OSALT intends to lease the entire site – excepting the Conservation Easement area – to the Try/on Life Community Farm on a long-term ground lease in order to further OSALT’s stated aims of utilizing the site for charitable purposes of research, education, and demonstration regarding sustainable production and distribution of agricultural products. Under the terms of the ground lease the agricultural practices employed are to be “sustainable,” “organic,” or “biodynamic.” All other uses are prohibited without the prior written permission of the lessor.

Acquisition of the Conservation Easement over the Property is recommended because:

- (a) The acquisition of the Property would meet two of the criteria set forth in Resolution 01-3106:
- “Acquire key remaining parcels adjacent to parcels already acquired by Metro or other parks or conservation entities ... consistent with the specific goals and objectives set forth in the refinement plan for that target area.” The Property and the larger 6.9-acre Farm Property of which it is a part was identified as a Tier II acquisition objective in the refinement plan for the Tryon Creek Linkages Target Area, which outlined the land protection strategy for the target area, all pursuant to Resolution 96-2330 (“For the Purpose of Approving a Refinement Plan for the Tryon Creek Linkages Target Area, as Outlined in the Open Space Implementation Work Plan”). Acquiring the Conservation Easement over the Farm Property meets the target area goal to “Protect and enhance the ecological integrity and recreation value of Tryon Creek.” The site is bordered on three sides by parkland and is highly desirable from a regional perspective due to its natural area features, including frontage along a tributary of Tryon Creek, which is regionally significant.
 - “Within existing target areas and parcels that meet the objectives otherwise set forth in this resolution, particular emphasis should be given to acquisitions that would either (a) have a significant financial contribution from a local government or other outside partner ...” The public/private acquisition partnership between Metro, State Parks, the City of Portland Bureau of Environmental Services, OSALT, the Try/on Life Community Farm, the Friends of Tryon Creek, as well as other private donors represents a significant achievement. Metro’s contribution of \$100,000 represents only seven (7) percent of the overall Farm Property option price of \$1,425,000.
- (b) Metro will own a proportional interest in the title to the Conservation Easement as a tenant in common with BES and State Parks, but stabilization, landbanking and restoration costs will not be borne by Metro, as State Parks will manage the Farm Property.
- (c) A clear public benefit will result from Metro’s financial contribution toward the Conservation Easement. The contribution by Metro, BES, and State Parks will be utilized by OSALT / Try/on Life Community Farm to close on their purchase option and to obtain long-term financing for the larger 6.9-acre Farm Property. By providing its \$100,000 contribution, Metro is in effect helping to leverage protection of the entire 6.9-acre Farm Property from potential development. As the

titleholder to the Farm Property, OSALT will protect the Farm Property from any future residential development. Under the terms of OSALT's ground lease, the Try/on Life Community Farm will manage the Farm Property according to OSALT's stated aims of utilizing the site for charitable purposes of research, education, and demonstration regarding sustainable production and distribution of agricultural products.

- (d) As part of the structure of this acquisition, in addition to Metro's pro-rata share of the Conservation Easement, Metro will also receive a Right of First Refusal from OSALT over the entire Farm Property. In the unlikely event that OSALT should ever be forced to sell the Farm Property, Metro will have the right to match any bonafide offer to purchase the Farm Property outright. The underlying long-term lender has also agreed to include Metro in its contractual notification schedule, insuring that Metro would have the "right to cure" any future default before the larger Farm Property went into foreclosure.

ANALYSIS/INFORMATION

1. Known Opposition

None.

2. Legal Antecedents

In May 1995, Metro area voters approved the Open Spaces, Parks and Streams Bond Measure that authorized Metro to issue \$135.6 million in general obligation bonds to finance land acquisition and certain park-related capital improvements. Metro Code 2.04.026 (a) (3) requires that the Chief Operating Officer obtain the authorization of the Metro Council prior to executing any contract for the purchase of real property. The Open Spaces Implementation Work Plan, adopted by the Metro Council via Resolution 96-2424 ("For The Purpose Of Authorizing The Executive Officer To Purchase Property With Accepted Acquisition Guidelines As Outlined In The Amended Open Spaces Implementation Work Plan") established acquisition parameters that authorized the Chief Operating Officer to purchase property within the Council-approved target area refinement plan maps. Via Resolution 96-2330 ("For the Purpose of Approving a Refinement Plan for the Tryon Creek Linkages Target Area, as Outlined in the Open Space Implementation Work Plan"), the Metro Council adopted a refinement plan, which outlined a land protection strategy for the Tryon Creek Linkages. Through that resolution, the Metro Council also approved the target area refinement plan tax-lot specific map, which includes the subject Marlantes Property as a Tier II priority.

On September 27, 2001, the Metro Council adopted Resolution 01-3106 ("For the Purpose of Modifying the Open Spaces Implementation Work Plan and Open Spaces Acquisition Regional Target Area Refinement Plans to Direct Future Acquisitions of Properties That Satisfy Specific Identified Criteria"), which modifies the Open Spaces Implementation Work Plan. Section B of Resolution 01-3106 requires Metro Council approval of new acquisitions in target areas where minimum acreage goals have been met.

This resolution proposes to authorize Metro to enter into an Agreement to contribute \$100,000 toward the purchase of a fractional interest in a Conservation Easement over a portion of the Farm Property, taking a pro-rata share of title as a tenant-in-common with the City of Portland through Its Bureau of Environmental Services ("BES"), and the Oregon State Parks ("State Parks"). The Conservation Easement would be subject to the terms and conditions of an Intergovernmental Agreement to be executed between Metro, BES, and State Parks, which would include a covenant to maintain the Property in compliance with the uses and restrictions described in the Metro Open Spaces Bond Measure and the

assumption by Oregon State Parks or the City of Portland of all management responsibility for the property. The proposed acquisition satisfies more than one of the listed criteria set forth in Section A of Resolution 01-3106 (“For the Purpose of Modifying the Open Spaces Implementation Work Plan and Open Spaces Acquisition Regional Target Area Refinement Plans to Direct Future Acquisitions of Properties That Satisfy Specific Identified Criteria”), but because Metro has exceeded the minimum 20-acre goal established for the target area, Resolution No. 01-3106 requires that the purchase of the Conservation Easement be authorized by the Metro Council prior to acquisition.

Oregon Revised Statute Section 271.725 authorizes the state, any county, metropolitan service district, or city or park and recreation district to acquire conservation easements by purchase, agreement or donation upon a determination that such acquisition will be in the public interest.

Metro Code Chapter 10.03, entitled “Conservation Easements,” authorizes Metro to purchase and accept conservation easements. The Metro Code explicitly states the purpose of this chapter as “encourag[ing] the voluntary retention and protection of the natural, scenic, or open space values of real property . . . through sale, donation, or dedication of conservation easements to Metro.” Code Section 10.03.020.

Metro Code Section 10.03.060 provides that prior to the acquisition or acceptance of a conservation easement, Metro shall hold one or more public hearings on the proposal, with notice as stated therein, and at the conclusion of the hearing, the Metro council shall decide whether to accept, reject, or condition such easement, and upon acceptance Metro may execute all necessary documents to obtain conveyance of the conservation easement.

3. Anticipated Effects

Acquisition of the Conservation Easement will help preserve the natural area and recreation values of Tryon Creek State Park.

4. Budget Impacts

There are sufficient bond funds remaining to allow for this partnership contribution. Landbanking and future management costs will be borne by State Parks.

RECOMMENDED ACTION

Chief Operating Officer Michael Jordan recommends passage of Resolution No. 06-3652.

Attachment 1
Resolution No. 06-3652

Conservation Easement Map

(Placeholder)