

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF PARTIAL	)	RESOLUTION NO. 91-1469A
FUNDING OF THE 1000 FRIENDS OF	)	
OREGON WESTERN BYPASS STUDY	)	Introduced by
LAND USE ALTERNATIVE ANALYSIS	)	Rena Cusma, Executive Officer
PROJECT, "MAKING THE LAND USE,	)	
TRANSPORTATION, AIR QUALITY	)	
CONNECTION," INCLUDING DIRECT	)	
FUNDING OF CONSULTANT AND	)	
SOFTWARE ELEMENTS AND IN-KIND	)	
SERVICES FROM METRO STAFF	)	

WHEREAS, The 1000 Friends of Oregon have initiated a land use alternative study for the Western Bypass Study being carried out by the Oregon Department of Transportation; and

WHEREAS, Elements of the work are complementary to work in Metro's work program over the next two years, including the purchase of a calibrated land use forecast allocation model; and

WHEREAS, The 1000 Friends of Oregon have solicited funds from numerous sources and have requested both funds and in-kind services from Metro; and

WHEREAS, The participation of the Metropolitan Service District in this project will benefit both the region and this study; now, therefore,

BE IT RESOLVED,

1. That the Metropolitan Service District shall contribute \$40,000 for the purpose of purchasing the land use forecasting model and consultant help in improving Metro's transportation modeling system.

2. That the Metropolitan Service District shall provide up to \$40,000 of in-kind services, both staff and

computer time, to further the project.

3. \$20,000 of the \$40,000 in-kind services are for scenario travel forecasts, subject to execution of an agreement with Cambridge Systematics (1000 Friends Contractor) for their payment of 50 percent of \$40,000 total incurred costs. Metro's maximum in-kind contribution for scenario travel forecasts is \$20,000.

4. That the Executive Officer of the Metropolitan Service District is authorized to enter into an Agreement with the 1000 Friends of Oregon similar in form to Exhibit A which is attached.

ADOPTED by the Council of the Metropolitan Service District this 27th day of June, 1991.



Tanya Collier, Presiding Officer

91-1469.RES  
6-26-91  
TKL:lmk

ATTACHMENT A

SCOPE OF WORK  
METRO/1000 FRIENDS OF OREGON

Making the Land Use, Transportation,  
Air Quality Connection

1. DELIVERABLES TO METRO:

- a. 1000 Friends of Oregon and their consultant team will deliver to Metro a calibrated Iterative Transportation and Land Use Package (ITLUP), also known as DRAM-EMPAL. This population and employment allocation model should be set up to allocate to a mutually agreed-upon zone system (120 to 500 zones) the growth over any long-range growth horizon. This model was chosen by 1000 Friends aided by a National Technical Advisory Committee following a nationwide response to a Request for Proposals. The model was developed at the University of Pennsylvania by Dr. Stephen Putman who is a subcontractor to Cambridge Systematics, a member of the 1000 Friends consortium of consultants. This phase of the work will put in place an allocation model that Metro will use for the next regional long-range forecast allocation (in conjunction with the Regional Urban Growth Management process). The model must be calibrated using local (Metro supplied) data and be left at Metro to run on Metro's computer. It is expected that this model will be operable by October 31, 1991.
- b. 1000 Friends of Oregon and their consultant team will deliver to Metro improvements to the Metro transportation models, primarily in the inclusion of variables to better reflect density and design elements as they affect the choice of walk and bicycle modes. These models will be implemented at Metro within the EMME/2-MTX model software by October 31, 1991. The consortium member responsible for this is Cambridge Systematics. The combined cost to Metro for Subtasks 1a and 1b is \$40,000, payable to 1000 Friends of Oregon.

2. IN-KIND SERVICES FROM METRO:

Metro will provide advice and coordination to 1000 Friends of Oregon and their consultant team in the development and integration of these models/improvements in the Portland regional context and the integration into the modeling system at Metro. The Metro resources will consist of Keith Lawton, Dick Walker, Dick Bolen and Doug Anderson. A maximum level of support of \$20,000 (estimated to be 400 hours) will be provided.

3. SCENARIO FORECASTS FROM METRO:

Based upon inputs from 1000 Friends and their consultant team, Metro will model land use and transportation scenarios to give measures of travel, congestion, energy consumption and emission inventories. Metro is prepared to contribute staff and computer services for one-half of the actual cost including computer costs up to a maximum of \$20,000, to be matched by the 1000 Friends' contractor. Metro will invoice Cambridge Systematics monthly for one-half of actual incurred costs.

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT dated this 4th day of June 1991, is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, hereinafter referred to as "METRO," whose address is 2000 S.W. First Avenue, Portland, OR 97201-5398, and 1000 Friends of Oregon, hereinafter referred to as "CONTRACTOR," whose address is 534 SW Third, Portland, OR, for the period of June 20, 1991, through June 30, 1992, and for any extensions thereafter pursuant to written agreement of both parties.

W I T N E S S E T H :

WHEREAS, This Agreement is exclusively for Personal Services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to METRO the materials described in the Scope of Work attached hereto Attachment "A";
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. All applicable provisions of ORS chapters 187 and 279, 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, including but not limited to ORS 279.310 to 279.320.

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.

4. To maintain records relating to the Scope of Work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;

5. To indemnify and hold METRO, its agents and employees 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, with any patent infringement arising out of the use of CONTRACTOR'S designs or other materials by METRO and for any claims or disputes involving subcontractors;

6. To comply with any other "Contract Provisions" attached hereto as so labeled; and

7. CONTRACTOR shall be an independent contractor for all purposes, shall be entitled to no compensation other than the compensation provided for in the Agreement. CONTRACTOR hereby certifies that it is the direct responsibility employer as provided in ORS 656.407 or a contributing employer as provided in ORS 656.411.

In the event CONTRACTOR is to perform the services described in this Agreement without the assistance of others, CONTRACTOR hereby agrees to file a joint declaration with METRO to the effect that CONTRACTOR services are those of an independent contractor as provided under Chapter 864 Oregon Laws, 1979.

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered in the maximum sum of FORTY THOUSAND AND 00/100THS (\$40,000) DOLLARS and in the manner and at the time designated in the Scope of Work; and

2. Metro agrees to provide in-kind support of up to FORTY THOUSAND AND 00/100THS (\$40,000). These initial services consist of TWENTY THOUSAND AND 00/100THS DOLLARS (\$20,000) for direct data acquisition and consulting services on the modeling structure and TWENTY THOUSAND AND 00/100THS DOLLARS (\$20,000) for the preparation and running of scenario-based model forecasts. This latter scenario travel forecast work is subject to reimbursement to Metro by Cambridge Systematics for one-half of the full incurred cost of \$40,000 at a 50 percent rate. Metro will charge Cambridge Systematics at half rates for up to \$40,000 of scenario travel forecast work.

3. To provide full information regarding its requirements for the Scope of Work.

1000 FRIENDS AGREES:

1. To give Metro ownership, title to, or license to use the calibrated land use allocation model (DRAM-EMPAL) resulting from this study as described in Attachment "A".

BOTH PARTIES AGREE:

1. That METRO may terminate this Agreement upon giving

CONTRACTOR five (5) days' written notice without waiving any claims or remedies it may have against CONTRACTOR;

2. That, in the event of termination, METRO shall pay CONTRACTOR for services performed and materials delivered prior to the date of termination; but shall not be liable for indirect or consequential damages;

3. That, in the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court;

4. That this Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party; and

5. That this Agreement may be amended only by the written agreement of both parties.

CONTRACTOR NAME

METROPOLITAN SERVICE DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_

KT:TKL:bc  
901-935.PSA  
6/26/91





# GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

DATE: 6-4-91

GRANT/CONTRACT NO. 901935

BUDGET CODE NO. 140 120000 339200 Expense

FUND: \_\_\_\_\_ DEPARTMENT: Trans

(IF MORE THAN ONE) \_\_\_\_\_ YXXXY

SOURCE CODE (IF REVENUE) 35500

RECEIVED IN THE CONTRACTS DIVISION ON: \_\_\_\_\_

## INSTRUCTIONS

1. OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
2. COMPLETE SUMMARY FORM.
3. IF CONTRACT IS —
  - A. SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
  - B. UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S BID.
  - C. OVER \$2,500, ATTACH QUOTES, EVAL. FORM, NOTIFICATION OF REJECTION, ETC. CONTR. ADMINISTRATOR
  - D. OVER \$50,000, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET.
4. PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

ROUTING:

DEPARTMENT HEAD

CLERK/SECRETARY

CONTR. ADMINISTRATOR

ELDER, LICENSE MGR.

LABOR COMPLIANCE

1. PURPOSE OF GRANT/CONTRACT Cooperative development of Land Use/Tn. model

2. TYPE OF EXPENSE ☒ PERSONAL SERVICES ☐ LABOR AND MATERIALS ☐ PROCUREMENT  
☐ PASS THROUGH AGREEMENT ☐ INTER-GOVERNMENTAL AGREEMENT ☐ CONSTRUCTION  
☐ OTHER

OR AND

TYPE OF REVENUE ☐ GRANT ☒ CONTRACT ☐ OTHER

3. TYPE OF ACTION ☐ CHANGE IN COST ☐ CHANGE IN WORK SCOPE  
☐ CHANGE IN TIMING ☒ NEW CONTRACT

4. PARTIES Metro / 1000 Friends of Oregon

5. EFFECTIVE DATE June 20, 1991 TERMINATION DATE June 30, 1992  
 (THIS IS A CHANGE FROM \_\_\_\_\_)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL/NEW pay to 1000 friends \$ 40,000  
 PREV. AMEND Metro In-kind 40,000  
 THIS AMEND 1000 Pay to Metro 20,000

TOTAL

\$ \_\_\_\_\_

## 7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1991 91 \$ 40,000

B. BUDGET LINE ITEM NAME Misc Prof Sus AMOUNT APPROPRIATED FOR CONTRACT \$ \_\_\_\_\_

C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF \_\_\_\_\_, 19\_\_\_\_ \$ \_\_\_\_\_

## 8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)

SUBMITTED BY \_\_\_\_\_ \$ \_\_\_\_\_ AMOUNT ☐ MBE  
 SUBMITTED BY NA \$ \_\_\_\_\_ AMOUNT ☐ MBE  
 SUBMITTED BY \_\_\_\_\_ \$ \_\_\_\_\_ AMOUNT ☐ MBE

9. NUMBER AND LOCATION OF ORIGINALS \_\_\_\_\_

10. A. APPROVED BY STATE/FEDERAL AGENCIES? ☐ YES ☐ NO ☒ NOT APPLICABLE  
 B. IS THIS A DOT/UMTA/FHWA ASSISTED CONTRACT ☐ YES ☒ NO
11. IS CONTRACT OR SUBCONTRACT WITH A MINORITY BUSINESS? ☐ YES ☒ NO  
 IF YES, WHICH JURISDICTION HAS AWARDED CERTIFICATION \_\_\_\_\_
12. WILL INSURANCE CERTIFICATE BE REQUIRED? ☐ YES ☒ NO
13. WERE BID AND PERFORMANCE BONDS SUBMITTED? ☐ YES ☒ NOT APPLICABLE  
 TYPE OF BOND \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_  
 TYPE OF BOND \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_
14. LIST OF KNOWN SUBCONTRACTORS (IF APPLICABLE)  
 NAME \_\_\_\_\_ SERVICE \_\_\_\_\_ ☐ MBE  
 NAME \_\_\_\_\_ SERVICE \_\_\_\_\_ ☐ MBE  
 NAME \_\_\_\_\_ SERVICE \_\_\_\_\_ ☐ MBE  
 NAME \_\_\_\_\_ SERVICE \_\_\_\_\_ ☐ MBE
15. IF THE CONTRACT IS OVER \$10,000  
 A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?  
☐ YES ☒ NO  
 B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?  
☐ YES ☒ NO DATE \_\_\_\_\_ INITIAL \_\_\_\_\_
16. COMMENTS: \_\_\_\_\_

## GRANT/CONTRACT APPROVAL

### INTERNAL REVIEW

DEPARTMENT HEAD \_\_\_\_\_

FISCAL REVIEW \_\_\_\_\_

BUDGET REVIEW \_\_\_\_\_

### CONTRACT REVIEW BOARD

(IF REQUIRED) DATE \_\_\_\_\_

1. \_\_\_\_\_  
 COUNCILOR

2. \_\_\_\_\_  
 COUNCILOR

3. \_\_\_\_\_  
 COUNCILOR

### COUNCIL REVIEW

(IF REQUIRED)

DATE \_\_\_\_\_

### LEGAL COUNSEL REVIEW AS NEEDED:

A. DEVIATION TO CONTRACT FORM \_\_\_\_\_

B. CONTRACTS OVER \$10,000 \_\_\_\_\_

C. CONTRACTS BETWEEN GOVERNMENT AGENCIES \_\_\_\_\_

## TRANSPORTATION AND PLANNING COMMITTEE REPORT

RESOLUTION NO. 91-1469, FOR THE PURPOSE OF PARTIAL FUNDING OF THE 1000 FRIENDS OF OREGON WESTERN BYPASS STUDY LAND USE ALTERNATIVE ANALYSIS PROJECT "MAKING THE LAND USE, TRANSPORTATION, AIR QUALITY CONNECTION," INCLUDING DIRECT FUNDING OF CONSULTANT AND SOFTWARE ELEMENTS AND IN-KIND SERVICES FROM METRO STAFF

Date: June 13, 1991

Presented by: Councilor McLain

COMMITTEE RECOMMENDATION: At the June 11, 1991, Transportation and Planning Committee meeting, Councilors Bauer, Devlin, Gardner, Van Bergen and myself voted 3 to 2 (Councilors Bauer and Van Bergen dissenting) to recommend Council adopt Resolution No. 91-1469, with the allowance for staff to correct language in the actual contract to have billing occur between Metro and the study consultants.

COMMITTEE DISCUSSION/ISSUES: Resolution No. 91-1469 approves an agreement with 1000 Friends of Oregon for Metro to provide funding and in-kind services for the group's Western Bypass Study land use alternatives analysis project being conducted concurrently, and in cooperation with, the Oregon Department of Transportation (ODOT) Western Bypass study. Metro would provide direct funding of \$40,000 and approximately \$40,000 of in-kind services towards the total project estimated at \$500,000.

Under the agreement, Metro would provide \$40,000 before July 1 towards the purchase and consultant development of the project's land use software. The product -- a land use growth allocation model -- would be permanently installed in Metro's computer system. This would be the first land use planning model installed at Metro, which Transportation staff views as a key component for the department's new transportation/land use planning analyses. During FY 91-92, the department would also contribute \$40,000 of in-kind services (staff and computer time) towards improvements to Metro's transportation forecasting models which will be used for the project.

Transportation Director Andy Cotugno emphasized the 1000 Friends study appears to complement the ODOT study contracted by Metro and would provide Metro with some permanent benefits: enhanced transportation forecasting models and the installation of a land-use modelling process.

Councilor Bauer expressed strong discomfort with the proposal as 1000 Friends formerly filed suit against the District regarding the Western Bypass. He questioned the objectivity of 1000 Friends study results. Mr. Cotugno clarified the contract would not fund the study's analyses nor buy into its results.

Discussion supporting the resolution focussed on the importance and value of coordinating the ODOT and 1000 Friends studies to ensure final Western Bypass decisions were based on the most comprehensive transportation and land use planning information available. It was also noted the 1000 Friends study assumptions, incorporating land use planning trends and projections, made up for the lack of this data in the ODOT study.

Councilor Van Bergen asked about the contract's timing, whether Metro would have title to the final software product, and if a conflict of interest existed. Mr. Cotugno noted the contract was unanticipated and multi-year (spanning more than one fiscal year), requiring Council/Contract Review Board approval and Metro would have title to the final land use modelling product. Metro, however, will not be a party to the study's final conclusions, precluding a conflict of interest. Mr. Cotugno said Metro staff, in developing final recommendations on the Western Bypass, would consider the 1000 Friends results just as they would consider ODOT's conclusions.

Keith Bartholemew, 1000 Friends staff attorney, discussed the group's former suit against Metro, noting the major emphasis was on the procedures/process required for considering land use options when developing transportation plans. 1000 Friends did not win the appeal but the Land Use Board of Appeals (LUBA) stated no land use decisions had been made in the Western Bypass project; land use options were still open. Given the appeal results, 1000 Friends, according to Mr. Bartholemew, felt obligated to return to the issue in a positive manner and developed the land use alternatives study now underway.





City of Gresham

Mayor Gussie McRobert

1333 N.W. Eastman Parkway  
Gresham, Oregon 97030  
(503) 669-2306

June 12, 1991

The Honorable Tanya Collier  
Presiding Officer  
2000 SW First Avenue  
Portland, OR 97201-5398

Dear Tanya,

I want to urge you to support METRO Resolution 91-1469 from your Transportation and Planning Committee. Resolution 91-1469 would commit staff time and \$40,000 in financial support to the 1,000 Friends Land Use and Transportation Study.

The City of Gresham is currently developing a Request for Proposal for a land use study of the three corridors tentatively approved by the Mt. Hood Parkway Citizens Advisory Committee. We had hoped to join the 1,000 Friends study but our timeline makes that impossible. However, 1,000 Friends will share the modeling findings with us and we greatly appreciate this kind of regional cooperation.

Other jurisdictions will find this kind of information useful as well as they attempt to comply with the new state administrative rule linking transportation planning with land use planning.

Again, I urge your support of Resolution 91-1469.

Thank you.

Yours truly,

Gussie McRobert  
Mayor

c: Keith Bartholomew, 1,000 Friends of Oregon  
Gresham City Council  
Mike Casey, City Manager  
Debbie Sagen, Community & Economic Development Director  
Richard Ross, Community Planner  
Rich Carson, METRO

## STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 91-1469 FOR THE PURPOSE OF PARTIAL FUNDING OF THE 1000 FRIENDS OF OREGON WESTERN BYPASS STUDY LAND USE ALTERNATIVE ANALYSIS PROJECT "MAKING THE LAND USE, TRANSPORTATION, AIR QUALITY CONNECTION," INCLUDING DIRECT FUNDING OF CONSULTANT AND SOFTWARE ELEMENTS AND IN-KIND SERVICES FROM METRO STAFF

Date: June 4, 1991

Presented by: Andrew Cotugno

## PROPOSED ACTION

This resolution would commit Metro to the direct expenditure of \$40,000 for software and consultant services and the expenditure of \$40,000 in in-kind services (staff and computer time). This is Metro's contribution to their estimated \$500,000 project. The parts of the project funded by Metro will remain at Metro for Metro's use in future regional plan development, with particular emphasis on the RUGGO process over the next three years.

## FACTUAL BACKGROUND AND ANALYSIS

The 1000 Friends of Oregon, a land-use watchdog group, has put together a project to begin investigation of land use arrangement and design as a way of minimizing the transportation needs associated with growth. The impetus for the project is the Western Bypass Study currently being conducted by the Oregon Department of Transportation, with the 1000 Friends project being to develop land use alternative(s) to mitigate the need for highway development.

The 1000 Friends organization is raising money for this project both nationally and locally and has approached us for funding to offset their costs. This project, in essence, is a pilot for the land use alternatives analysis we will need to carry out as a part of our upcoming urban growth management analysis in the RUGGO process, in particular Update Growth Forecasts (first two quarters of 1992) and Transportation and Land Use Concepts Phase II (last two quarters of 1992, first two quarters of 1993). As a part of this task we had intended to purchase and have calibrated a land use growth allocation model (DRAM-EMPAL, the current state of the practice model). We also intend to increase the sensitivity of our transportation forecasting model(s) to strategies aimed at reducing single occupant automobile use. A part of the 1000 Friends project as proposed by their consultants (Cambridge Systematics, with Dr. Stephen Putman and Peter Calthorp), is to install, calibrate and use DRAM-EMPAL, and following an evaluation of Metro's models, to recommend practical ways of increasing the sensitivity of the models to actions to increase pedestrian and bicycle use and demand management actions.

The cost of these two elements in the consultant proposal is \$30,000 each (a total of \$60,000 out of an estimated budget of \$500,000, of which about \$400,000 has been obtained or committed). Current donors include the Energy Foundation (Pugh, Rockefeller and MacArthur trusts), the Nathan Cumming Foundation, the Surdna Foundation and the Environmental Protection Agency.

Staff has identified \$40,000 in our current budget which could be allocated to this project directly. It is proposed that Metro should pay the \$30,000 for the DRAM-EMPAL model as it will be located at Metro and left with us as a part of this project and contribute \$10,000 towards the transportation model improvements.

It is also proposed that Metro provide in-kind services to help offset the costs that will be incurred at Metro with the involvement of both high-level staff in model development and the use of line staff in organizing historical data for DRAM-EMPAL input and running the land use scenarios through the modeling process. (Both RLIS and the transportation model EMME/2 will be used).

#### Selection of the Consultant Team:

The process used to select the consultant team was through a nationally advertized RFP written by a National Technical Advisory Committee composed of nationally recognized experts appointed by 1000 Friends. This committee, in conjunction with 1000 Friends carried out a formal evaluation of proposals prior to choosing this group.

#### Urgency:

There is a sense of urgency at this time in that Dr. Stephen Putman, who will be supplying and calibrating the DRAM-EMPAL model, has a summer window set aside starting in June. Failing this start, he will only be able to commence in late fall and will have difficulty coordinating this with other West Coast projects that would share in his travel expenses. This part of the project is on the critical path, and is a part that we at Metro will find particularly useful to have in place prior to next January.

#### EXECUTIVE OFFICERS RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 91-1469.

ATTACHMENT A

SCOPE OF WORK  
METRO/1000 FRIENDS OF OREGON

Making the Land Use, Transportation,  
Air Quality Connection

1. DELIVERABLES TO METRO:

- a. 1000 Friends of Oregon and their consultant team will deliver to Metro a calibrated Iterative Transportation and Land Use Package (ITLUP), also known as DRAM-EMPAL. This population and employment allocation model should be set up to allocate to a mutually agreed-upon zone system (120 to 500 zones) the growth over any long-range growth horizon. This model was chosen by 1000 Friends aided by a National Technical Advisory Committee following a nationwide response to a Request for Proposals. The model was developed at the University of Pennsylvania by Dr. Stephen Putman who is a subcontractor to Cambridge Systematics, a member of the 1000 Friends consortium of consultants. This phase of the work will put in place an allocation model that Metro will use for the next regional long-range forecast allocation (in conjunction with the Regional Urban Growth Management process). The model must be calibrated using local (Metro supplied) data and be left at Metro to run on Metro's computer. It is expected that this model will be operable by October 31, 1991.
- b. 1000 Friends of Oregon and their consultant team will deliver to Metro improvements to the Metro transportation models, primarily in the inclusion of variables to better reflect density and design elements as they affect the choice of walk and bicycle modes. These models will be implemented at Metro within the EMME/2-MTX model software by October 31, 1991. The consortium member responsible for this is Cambridge Systematics. The combined cost to Metro for Subtasks 1a and 1b is \$40,000, payable to 1000 Friends of Oregon.

2. IN-KIND SERVICES FROM METRO:

Metro will provide advice and coordination to 1000 Friends of Oregon and their consultant team in the development and integration of these models/improvements in the Portland regional context and the integration into the modeling system at Metro. The Metro resources will consist of Keith Lawton, Dick Walker, Dick Bolen and Doug Anderson. A maximum level of support of \$20,000 (estimated to be 400 hours) will be provided.



3. SCENARIO FORECASTS FROM METRO:

Based upon inputs from 1000 Friends and their consultant team, Metro will model four land use and transportation scenarios to give measures of travel, congestion, energy consumption and emission inventories. Metro is prepared to contribute staff and computer services for one-half of the actual cost up to 125 person hours per scenario plus computer costs. This is an estimated Metro contribution of \$5,000 per scenario including computer costs, or a maximum of \$20,000, to be matched by 1000 Friends of Oregon. Metro will invoice 1000 Friends of Oregon monthly for one-half of actual incurred costs.

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF PARTIAL	)	RESOLUTION NO. 91-1469
FUNDING OF THE 1000 FRIENDS OF	)	
OREGON WESTERN BYPASS STUDY	)	Introduced by
LAND USE ALTERNATIVE ANALYSIS	)	Rena Cusma, Executive Officer
PROJECT, "MAKING THE LAND USE,	)	
TRANSPORTATION, AIR QUALITY	)	
CONNECTION," INCLUDING DIRECT	)	
FUNDING OF CONSULTANT AND	)	
SOFTWARE ELEMENTS AND IN-KIND	)	
SERVICES FROM METRO STAFF	)	

WHEREAS, The 1000 Friends of Oregon have initiated a land use alternative study for the Western Bypass Study being carried out by the Oregon Department of Transportation; and

WHEREAS, Elements of the work are complementary to work in Metro's work program over the next two years, including the purchase of a calibrated land use forecast allocation model; and

WHEREAS, The 1000 Friends of Oregon have solicited funds from numerous sources and have requested both funds and in-kind services from Metro; and

WHEREAS, The participation of the Metropolitan Service District in this project will benefit both the region and this study; now, therefore,

BE IT RESOLVED,

1. That the Metropolitan Service District shall contribute \$40,000 for the purpose of purchasing the land use forecasting model and consultant help in improving Metro's transportation modeling system.

2. That the Metropolitan Service District shall provide up to \$40,000 of in-kind services, both staff and

computer time, to further the project.

3. That 1000 Friends of Oregon will reimburse Metro for one-half the staff and computer cost of model runs for land use and transportation scenarios, estimated at \$20,000.

4. That the Executive Officer of the Metropolitan Service District is authorized to enter into an Agreement with the 1000 Friends of Oregon similar in form to Exhibit A which is attached.

ADOPTED by the Council of the Metropolitan Service District this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

Tanya Collier, Presiding Officer

91-1469.RES  
6-4-91  
TKL:lmk

PERSONAL SERVICES AGREEMENT

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W I T N E S S E T H :

WHEREAS, This Agreement is exclusively for Personal Services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to METRO the materials described in the Scope of Work attached hereto;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. All applicable provisions of ORS chapters 187 and 279, 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, including but not limited to ORS 279.310 to 279.320.

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.

4. To maintain records relating to the Scope of Work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;

5. To indemnify and hold METRO, its agents and employees 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, with any patent infringement arising out of the use of CONTRACTOR'S designs or other materials by METRO and for any claims or disputes involving subcontractors;

6. To comply with any other "Contract Provisions" attached hereto as so labeled; and

7. CONTRACTOR shall be an independent contractor for all purposes, shall be entitled to no compensation other than the compensation provided for in the Agreement. CONTRACTOR hereby certifies that it is the direct responsibility employer as provided in ORS 656.407 or a contributing employer as provided in ORS 656.411.

In the event CONTRACTOR is to perform the services described in this Agreement without the assistance of others, CONTRACTOR hereby agrees to file a joint declaration with METRO to the effect that CONTRACTOR

services are those of an independent contractor as provided under Chapter 864 Oregon Laws, 1979.

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1. To pay CONTRACTOR for services performed and materials delivered in the maximum sum of FORTY THOUSAND AND 00/100THS (\$40,000) DOLLARS and in the manner and at the time designated in the Scope of Work; and

2. Metro agrees to provide in-kind support of up to FOURTY THOUSAND AND 00/100THS (\$40,000).

3. To provide full information regarding its requirements for the Scope of Work.

1000 FRIENDS AGREES:

1. To pay Metro up to a maximum of TWENTY THOUSAND AND 00/100THS (\$20,000) and in the manner and at the time designated in the Scope of Work.

BOTH PARTIES AGREE:

1. That METRO may terminate this Agreement upon giving CONTRACTOR five (5) days' written notice without waiving any claims or remedies it may have against CONTRACTOR;

2. That, in the event of termination, METRO shall pay CONTRACTOR for services performed and materials delivered prior to the date of termination; but shall not be liable for indirect or consequential damages;

3. That, in the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court;

4. That this Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party; and

5. That this Agreement may be amended only by the written agreement of both parties.

CONTRACTOR NAME

METROPOLITAN SERVICE DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_

KT:bc  
901-935.PSA  
6/4/91