

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING) RESOLUTION NO. 94-1968
AN INTERGOVERNMENTAL AGREEMENT)
BETWEEN METRO AND THE OREGON) Introduced by the
DEPARTMENT OF ENVIRONMENTAL) Planning Committee
QUALITY TO COMPLETE THE)
TRANSPORTATION AND LAND USE)
ELEMENTS OF THE PORTLAND OZONE)
MAINTENANCE PLAN)

WHEREAS, The Clean Air Act Amendments (CAAA) of 1990 designate the Portland metropolitan area as moderate non-attainment for carbon monoxide (CO) and marginal non-attainment for ozone (HC); and

WHEREAS, The CAAA of 1990 requires the Portland metropolitan area to demonstrate conformity for ozone by 1993 and carbon monoxide by 1995; and

WHEREAS, In order to stay in attainment the Governor appointed a Task Force in March 1993 to examine vehicle emission reduction strategies in the Portland metropolitan area; and

WHEREAS, The recommendations from the Task Force form the basis for an ozone maintenance plan as required by the 1990 CAAA to reclassify the Portland area from non-attainment to attainment with federal air quality standards; and

WHEREAS, With no ozone violations in 1993, the region has met the standard and can now begin development of an ozone maintenance plan; and

WHEREAS, The ozone maintenance plan will be incorporated into the 1994 SIP Update and will include TDM strategies identified in Metro's TDM study; and

WHEREAS, Metro will assist the Oregon Department of Environmental Quality in the preparation of the ozone maintenance plan; and

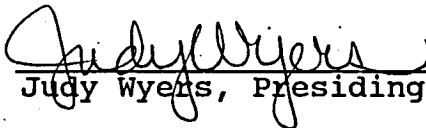
WHEREAS, DEQ has agreed to pay \$60,000 to Metro for tasks performed as part of an Interagency Agreement in completing the ozone maintenance plan; and

WHEREAS, Exhibit A includes the Interagency Agreement and Scope of Work; now, therefore,

BE IT RESOLVED,

That the Metro Council authorizes the Executive Officer to execute a multi-year Intergovernmental Agreement with the Oregon Department of Environmental Quality for Metro to be lead agency in completing the transportation and land use portions of the ozone maintenance plan.

ADOPTED by the Metro Council this 9th day of June,
1994.



Judy Wyers, Presiding Officer



METRO

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

Procurement Review Summary

To: Procurement and Contracts Division

Vendor

From

Date 5/24/94

DEQ

Department Planning

Division Trans

Subject

Name KJ

Bid

Contract

Vendor no.

Title MA

RFP

Other

Contract no. 903740

Extension 1590

Purpose Ozone Maintenance Plan

Expense

Procurement Personal/professional services Services (LM) Construction IGA

Revenue

Contract

Grant

Other

Budget code(s)

140120000

Price basis

Unit

Total

Other

Term

Completion

Annual

Multi-year**

This project is listed in the
199__-199__ budget.

Yes

Type A

No

Type B

Payment required

Lump sum

Progress payments

6-13-94
Beginning date

6-30-95
Ending date

Total commitment	Original amount	\$ <u>160,000.00</u>
	Previous amendments	\$ _____
	This transaction	\$ _____
	Total	\$ _____
	A. Amount of contract to be spent fiscal year _____ - _____	\$ _____
	B. Amount budgeted for contract _____	\$ _____
	C. Uncommitted/discretionary funds remaining as of _____	\$ _____ ***

Approvals

Division manager

[Signature]
Department director

Labor

Fiscal

Budget

Risk

Legal

* See instructions on reverse. ** If multi-year, attach schedule of expenditures. *** If A or B is less than C, and other line item(s) utilized, attach explanation/justification.

Competitive quotes, bids or proposals:

Submitted by _____	\$Amount _____	M/W/DBE _____	Foreign or Oregon Contractor _____
Submitted by _____	\$Amount _____	M/W/DBE _____	Foreign or Oregon Contractor _____
Submitted by _____	\$Amount _____	M/W/DBE _____	Foreign or Oregon Contractor _____

Comments: _____

Attachments:

- Ad for bid
- Plans and specifications
- Bidders list (M/W/DBEs included)

Instructions:

1. Obtain contract number from procurement division.
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. Less than \$2,500, attach memo detailing need for contract and contractor's capabilities, bids, etc.
 - C. More than \$2,500, attach quotes, evaluation form, notification of rejection, etc.
 - D. More than \$10,000 or \$15,000 attach RFP or RFB respectively.
 - E. More than \$50,000, attach agenda management summary from council packet, bids, RFP, etc.
4. Provide packet to procurement for processing.

Special program requirements:

General liability: _____ / _____ / _____

Liquidated damages \$ _____ day

<input type="checkbox"/> Workers comp	<input type="checkbox"/> Prevailing wages
<input type="checkbox"/> Auto	<input type="checkbox"/> Non-standard contract
<input type="checkbox"/> Professional liability	<input type="checkbox"/> Davis/Bacon

Dates:

Ads _____ (Publication) _____

Pre-bid meeting _____ Bid opening** _____

Filed with council _____ For action _____

Filed with council committee _____ For hearing _____

Project estimate: _____

Funding:

- Local/state
- Federal
- Other

Bond requirements:

_____ % Bid \$ _____

_____ % Performance \$ _____

_____ % Performance/payment* \$ _____

_____ % LM \$ _____

* Separate bonds required if more than \$50,000.

** Minimum period: two weeks from last day advertised.

PORTLAND OZONE MAINTENANCE PLAN DEVELOPMENT

**INTERAGENCY AGREEMENT
BETWEEN METRO AND THE STATE OF OREGON,
DEPARTMENT OF ENVIRONMENTAL QUALITY**

This agreement is between the State of Oregon acting by and through its Department of Environmental Quality, hereafter called Agency, and Metro, hereafter call Contractor. Agency's supervising representative for this agreement is Andy Ginsburg.

1. Effective Date and Duration:

This agreement shall become effective on March 21, 1994 (or on the date at which every party has signed this contract, whichever date is later). This agreement shall expire, unless otherwise terminated or extended, on June 30, 1995.

2. Statement of Work

- a) The statement of work is contained in Exhibit A attached hereto and by this reference made a part hereof.
- b) The delivery schedule for the work is identified in Exhibit A.

3. Consideration

- a) The Agency shall pay Contractor a total amount of \$60,000 for the accomplishment of the work. This shall be the sole monetary obligation of the Agency.
- b) Interim payments shall be made to Contractor upon receipt and approval of payment requests for work specified in Exhibit A.

4. Subcontracts

Contractor shall not enter into any subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from the Agency's Project Officer.

5. Amendments

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.

6. Termination

- A. This agreement may be terminated by mutual consent of both parties, or by either party upon 30 days notice in writing and delivered by certified mail or in person to the project officer of the other party.
- B. The Agency may terminate this agreement effective upon delivery of written notice to the Contractor, or at such later date as may be established by the Agency:
 - 1. If Agency funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The agreement may be modified to accommodate a reduction in funds; or
 - 2. If federal or state laws, rules, regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
- C. Any termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

7. Funds Available and Authorized

The Agency certifies at the time the agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this agreement within the Agency's current appropriation and limitation.

8. Captions

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

9. Access to Records

The Agency, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records not otherwise privileged under law of the Contractor which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts and transcripts.

10. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

11. Recycled Paper

Contractor agrees to use recycled paper for all reports which are prepared as a part of this agreement. This requirement applied even when the cost of recycled paper is higher than that of virgin paper.

12. Merger Clause

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

13. Contractor Data

The Project Officer for the Agreement will be:

Mike Hoglund
Metro
600 NE Grand
Portland, Oregon 97232-2799
797-1743

14. Agency Data

The Project Officer for the Agreement will be:

Andy Ginsburg
Department of Environmental Quality
811 SW 6th Avenue
Portland, Oregon 97204
229-5581

15. Signatures:

Contractor:	_____	_____
		Date
	_____	_____
		Date
Agency:	_____	_____
	Administrator	Date
	_____	_____
	Fred Hansen, Director	Date

DEQ-IAA
bc

Exhibit A
Portland Ozone Maintenance

Work Plan

1. Conduct activities as lead agency for the transportation and land-use elements of the Portland ozone maintenance plan. This includes:
 - a. preparation of 1992 and 2006 population, employment and travel information and forecasts;
 - b. calculation of 1992 and 2006 on-road vehicle emissions;
 - c. revisions to travel forecast models necessary to support maintenance plan forecasts;
 - d. documentation of forecast methodology;
 - e. documentation of the existing and financially constrained 2006 transportation systems;
 - f. preparation of maps depicting the nonattainment area boundary and other significant boundaries;
 - g. coordination of the maintenance plan with the 1995 Regional Transportation Plan update, the Region 2040 Study, the Transportation Planning Rule and other appropriate regional studies and activities;
 - h. development of an emission budget for conformity purposes; and
 - i. other activities necessary to support the maintenance plan.
2. Development of TDM strategies to achieve reductions in VMT/capita and parking/capita to meet the goals of the Transportation Planning Rule. This includes:
 - a. analysis of potential TDM strategies regarding VMT reduction, emission reduction, implementation feasibility, and other appropriate parameters;
 - b. calculation of the need for VMT and parking reduction from additional TDM measures in 2005, 2006, 2015 and 2025 considering land-use constraints selected by the region, the financially constrained transportation system developed to support the selected land-use pattern, and other TDM measures included in the maintenance plan;
 - c. identification of potential TDM strategies and strategy packages to meet the calculated need, including details and enforceable methods necessary to allow for emission reduction credit in the maintenance plan if feasible; and

- d. calculation of emission reduction credit from strategies selected for the 1995 RTP update, if any.
- 3. Review and implementation of TDM strategies, including:
 - a. presentation of strategy packages to TPAC and JPACT;
 - b. documentation of strategies selected;
 - c. integration of selected strategies with the 1995 RTP update; and
 - d. other activities necessary to support the analysis and selection of TDM measures.

Schedule

<u>Date</u>	<u>Complete Tasks</u>
December 1994:	1.a. through 1.c. 2.a. through 2.c. 3.a.
March 1995:	1.d. through 1.h. 2.d. 3.b.
June 1995:	1.i. 3.c. and 3.d.

DEQ,IAA

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 94-1968 FOR THE PURPOSE OF APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN METRO AND THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY TO COMPLETE THE TRANSPORTATION AND LAND USE ELEMENTS OF THE PORTLAND OZONE MAINTENANCE PLAN

Date: May 24, 1994

Presented by: Andrew Cotugno

PROPOSED ACTION

This resolution provides for the Metro Council approval of a multi-year Intergovernmental Agreement with the Oregon Department of Environmental Quality in the amount of \$60,000, to be paid to Metro as lead agency in completing the transportation and land use elements of the Portland ozone maintenance plan. Under the agreement, Metro will develop a typology of TDM strategies to achieve reductions in VMT per capita and parking per capita to meet the goals of the Transportation Planning Rule and integrate strategies approved by JPACT/Metro Council in the 1995 Regional Transportation Plan update.

FACTUAL BACKGROUND AND ANALYSIS

The Portland area is designated as marginal non-attainment for ozone and moderate non-attainment for carbon monoxide (CO). In order to reclassify the Portland area from non-attainment to attainment with federal air quality standards, the region must submit an air quality maintenance plan as required by the Clean Air Act Amendments (CAAA) of 1990. House Bill 2175, enacted by the 1991 Oregon Legislature, required the Governor to appoint a Task Force to study alternatives for reducing motor vehicle emissions in the Portland area. The recommendations from the Task Force would become the basis for the air quality maintenance plan.

In accordance with federal law, the standard for ozone was to be met by November 1993 and for CO by November 1995. With no ozone violations in 1993, the region has met the standard and can now begin development of an ozone maintenance plan for incorporation into the State Implementation Plan (SIP). With completion of the maintenance plan, the region can apply for attainment status with EPA.

Metro, with DEQ, will prepare an ozone maintenance plan for submittal to EPA. The plan will show how the region will stay in attainment for a period of at least 10 years. The plan will include base strategies designed to keep the region in attainment and contingency strategies that will be automatically triggered if the region slips out of attainment after being reclassified. The latest travel and emission forecasts provided by Metro will

be used in the preparation of the plan. In addition, the plan will be based on the recommendations of the 1993 legislative actions on air quality (HB 2214) and on follow-up measures prepared as part of Metro's Transportation Demand Management (TDM) Study and the 1995 RTP Update.

For Metro's TDM Study, results will be used to identify transportation control measures to assist DEQ to implement various elements of the ozone maintenance plan and to help the region meet the VMT per capita and parking per capita reduction targets required by the Transportation Planning Rule.

The attached resolution establishes an Intergovernmental Agreement between Metro and the Oregon Department of Environmental Quality authorizing \$60,000 for Metro to complete the following:

1. Conduct activities as the lead agency for the transportation and land use elements of the Portland ozone maintenance plan;
2. Develop TDM strategies to achieve reductions in VMT/capita and parking/capita to meet the goals of the Transportation Planning Rule; and
3. Review and implement the TDM strategies.

It is requested that the Metro Council approve the attached resolution and Intergovernmental Agreement with DEQ so that work on the ozone maintenance plan and SIP update can commence.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 94-1968.

PLANNING COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 94-1968 FOR THE PURPOSE OF APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN METRO AND THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY DESIGNATING METRO AS LEAD AGENCY IN COMPLETING THE TRANSPORTATION AND LAND USE ELEMENTS OF THE PORTLAND OZONE MAINTENANCE PLAN

Date: June 6, 1994

Presented By: Councilor Gardner

Committee Recommendation: At the June 2 meeting, the Planning Committee voted unanimously to recommend Council adoption of Resolution No. 94-1968. Voting in favor: Councilors Kvistad, Gardner, Gates, Monroe, Moore, and Washington; absent: Devlin and McLain.

Committee Issues/Discussion: Mike Hoglund, Transportation Planning Manager, presented the staff report. He explained that this resolution relates to an intergovernmental agreement (IGA) to spend \$60,000 received from the Departmental Quality (DEQ), which they received from the federal Environmental Protection Agency (EPA).

The money will be used to provide assistance in funding the Transportation Demand Management (TDM) study work and development of the Ozone Maintenance Plan. Congestion pricing grant application and analysis work interrupted staff time until recently and delayed start up of this project. EPA has determined that because it is this years' money, this contract must be signed and work begun before the end of the fiscal year. It will then need to be carried over until next fiscal year.

There was no committee discussion.