



600 NE Grand Ave.
Portland, OR 97232-2736

Council meeting agenda

Thursday, February 20, 2020

2:00 PM

Metro Regional Center, Council chamber

Revised 2/19

1. Call to Order and Roll Call

2. Public Communication

3. Resolutions

3.1 Resolution No. 20-5084, For the Purpose of Confirming
the Appointment of Marissa Madrigal as Chief Operating
Officer

[RES 20-5084](#)

Attachments: [Resolution No. 20-5084](#)
[Exhibit A to Resolution No. 20-5084](#)

4. Chief Operating Officer Communication

5. Councilor Communication

6. Adjourn

Metro respects civil rights

Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes that ban discrimination. If any person believes they have been discriminated against regarding the receipt of benefits or services because of race, color, national origin, sex, age or disability, they have the right to file a complaint with Metro. For information on Metro’s civil rights program, or to obtain a discrimination complaint form, visit www.oregonmetro.gov/civilrights or call 503-797-1536. Metro provides services or accommodations upon request to persons with disabilities and people who need an interpreter at public meetings. If you need a sign language interpreter, communication aid or language assistance, call 503-797-1700 or TDD/TTY 503-797-1804 (8 a.m. to 5 p.m. weekdays) 5 business days before the meeting. All Metro meetings are wheelchair accessible. For up-to-date public transportation information, visit TriMet’s website at www.trimet.org.

Thông báo về sự Metro không kỳ thị của

Metro tôn trọng dân quyền. Muốn biết thêm thông tin về chương trình dân quyền của Metro, hoặc muốn lấy đơn khiếu nại về sự kỳ thị, xin xem trong www.oregonmetro.gov/civilrights. Nếu quý vị cần thông dịch viên ra dấu bằng tay, trợ giúp về tiếp xúc hay ngôn ngữ, xin gọi số 503-797-1700 (từ 8 giờ sáng đến 5 giờ chiều vào những ngày thường) trước buổi họp 5 ngày làm việc.

Повідомлення Metro про заборону дискримінації

Metro з повагою ставиться до громадянських прав. Для отримання інформації про програму Metro із захисту громадянських прав або форми скарги про дискримінацію відвідайте сайт www.oregonmetro.gov/civilrights. або Якщо вам потрібен перекладач на зборах, для задоволення вашого запиту зателефонуйте за номером 503-797-1700 з 8.00 до 17.00 у робочі дні за п'ять робочих днів до зборів.

Metro 的不歧視公告

尊重民權。欲瞭解Metro民權計畫的詳情，或獲取歧視投訴表，請瀏覽網站 www.oregonmetro.gov/civilrights。如果您需要口譯方可參加公共會議，請在會議召開前5個營業日撥打503-797-1700（工作日上午8點至下午5點），以便我們滿足您的要求。

Ogeysiiska takooris la'aanta ee Metro

Metro waxay ixtiraamtaa xuquuqda madaniga. Si aad u heshid macluumaad ku saabsan barnaamijka xuquuqda madaniga ee Metro, ama aad u heshid warqadda ka cabashada takoorista, booqo www.oregonmetro.gov/civilrights. Haddii aad u baahan tahay turjubaan si aad uga qaybqaadatid kullanka dadweynaha, wac 503-797-1700 (8 gallinka hore illaa 5 gallinka dambe maalmaha shaqada) shan maalmo shaqo ka hor kullanka si loo tixgaliyo codsashadaada.

Metro의 차별 금지 관련 통지서

Metro의 시민권 프로그램에 대한 정보 또는 차별 항의서 양식을 얻으려면, 또는 차별에 대한 불만을 신고 할 수 www.oregonmetro.gov/civilrights. 당신의 언어 지원이 필요한 경우, 회의에 앞서 5 영업일 (오후 5시 주중에 오전 8시) 503-797-1700를 호출합니다.

Metro의差別禁止通知

Metroでは公民権を尊重しています。Metroの公民権プログラムに関する情報について、または差別苦情フォームを入手するには、www.oregonmetro.gov/civilrights。までお電話ください。公開会議で言語通訳を必要とされる方は、Metroがご要請に対応できるよう、公開会議の5営業日前までに503-797-1700（平日午前8時～午後5時）までお電話ください。

សេចក្តីជូនដំណឹងអំពីការមិនរើសអើងរបស់ Metro

ការគោរពសិទ្ធិពលរដ្ឋរបស់ ។ សំរាប់ព័ត៌មានអំពីកម្មវិធីសិទ្ធិពលរដ្ឋរបស់ Metro ឬស្នើសុំទទួលបានកម្មប្រណាំងរើសអើងសូមចុះលេខស្នើសុំនៅទីកន្លែង www.oregonmetro.gov/civilrights។
បើលោកអ្នកត្រូវការអ្នកបកប្រែភាសានៅពេលអង្គប្រជុំសាធារណៈ សូមទូរស័ព្ទលេខ 503-797-1700 (ម៉ោង 8 ព្រឹកដល់ម៉ោង 5 ល្ងាច ថ្ងៃធ្វើការ) ប្រាំពីរថ្ងៃ ថ្ងៃធ្វើការ មុនថ្ងៃប្រជុំស្នើសុំអាចឲ្យគេសម្រួលតាមសំណើរបស់លោកអ្នក ។

إشعار بعدم التمييز من Metro

تحتزم Metro الحقوق المدنية. للمزيد من المعلومات حول برنامج Metro للحقوق المدنية أو لإيداع شكوى ضد التمييز، يُرجى زيارة الموقع الإلكتروني www.oregonmetro.gov/civilrights. إن كنت بحاجة إلى مساعدة في اللغة، يجب عليك الاتصال مقدماً برقم الهاتف 503-797-1700 (من الساعة 8 صباحاً حتى الساعة 5 مساءً، أيام الاثنين إلى الجمعة) قبل خمسة (5) أيام عمل من موعد الاجتماع.

Paunawa ng Metro sa kawalan ng diskriminasyon

Iginagalang ng Metro ang mga karapatang sibil. Para sa impormasyon tungkol sa programa ng Metro sa mga karapatang sibil, o upang makakuha ng porma ng reklamo sa diskriminasyon, bisitahin ang www.oregonmetro.gov/civilrights. Kung kailangan ninyo ng interpreter ng wika sa isang pampublikong pulong, tumawag sa 503-797-1700 (8 a.m. hanggang 5 p.m. Lunes hanggang Biyernes) lima araw ng trabaho bago ang pulong upang mapagbigyan ang inyong kahilingan.

Notificación de no discriminación de Metro

Metro respeta los derechos civiles. Para obtener información sobre el programa de derechos civiles de Metro o para obtener un formulario de reclamo por discriminación, ingrese a www.oregonmetro.gov/civilrights. Si necesita asistencia con el idioma, llame al 503-797-1700 (de 8:00 a. m. a 5:00 p. m. los días de semana) 5 días laborales antes de la asamblea.

Уведомление о недопущении дискриминации от Metro

Metro уважает гражданские права. Узнать о программе Metro по соблюдению гражданских прав и получить форму жалобы о дискриминации можно на веб-сайте www.oregonmetro.gov/civilrights. Если вам нужен переводчик на общественном собрании, оставьте свой запрос, позвонив по номеру 503-797-1700 в рабочие дни с 8:00 до 17:00 и за пять рабочих дней до даты собрания.

Avizul Metro privind nediscriminarea

Metro respectă drepturile civile. Pentru informații cu privire la programul Metro pentru drepturi civile sau pentru a obține un formular de reclamație împotriva discriminării, vizitați www.oregonmetro.gov/civilrights. Dacă aveți nevoie de un interpret de limbă la o ședință publică, sunați la 503-797-1700 (între orele 8 și 5, în timpul zilelor lucrătoare) cu cinci zile lucrătoare înainte de ședință, pentru a putea să vă răspunde în mod favorabil la cerere.

Metro txoj kev ntxub ntxaug daim ntawv ceeb toom

Metro tributes cai. Rau cov lus qhia txog Metro txoj cai kev pab, los yog kom sau ib daim ntawv tsis txaus siab, mus saib www.oregonmetro.gov/civilrights. Yog hais tias koj xav tau lus kev pab, hu rau 503-797-1700 (8 teev saww ntxov txog 5 teev tsaus ntuj weekdays) 5 hnub ua hauj lwm ua ntej ntwam lub rooj sib tham.

Television schedule for Metro Council meetings

<p>Clackamas, Multnomah and Washington counties, and Vancouver, WA Channel 30 – Community Access Network <i>Web site:</i> www.tvctv.org <i>Ph:</i> 503-629-8534 Call or visit web site for program times.</p>	<p>Portland Channel 30 – Portland Community Media <i>Web site:</i> www.pcmtv.org <i>Ph:</i> 503-288-1515 Call or visit web site for program times.</p>
<p>Gresham Channel 30 - MCTV <i>Web site:</i> www.metroeast.org <i>Ph:</i> 503-491-7636 Call or visit web site for program times.</p>	<p>Washington County and West Linn Channel 30– TVC TV <i>Web site:</i> www.tvctv.org <i>Ph:</i> 503-629-8534 Call or visit web site for program times.</p>
<p>Oregon City and Gladstone Channel 28 – Willamette Falls Television <i>Web site:</i> http://www.wftvmedia.org/ <i>Ph:</i> 503-650-0275 Call or visit web site 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 the Metro Council Office at 503-797-1540. Public hearings are held on all ordinances second read. Documents for the record must be submitted to the Regional Engagement and Legislative Coordinator to be included in the meeting record. Documents can be submitted by e-mail, fax or mail or in person to the Regional Engagement and Legislative Coordinator. For additional information about testifying before the Metro Council please go to the Metro web site www.oregonmetro.gov and click on public comment opportunities.

Agenda Item No. 3.1

Resolution No. 20-5084, For the Purpose of Confirming the Appointment
of Marissa Madrigal as Chief Operating Officer

Resolutions

Metro Council Meeting
Thursday, February 20, 2020
Metro Regional Center, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF CONFIRMING THE) RESOLUTION NO. 20-5084
APPOINTMENT OF MARISSA MADRIGAL)
AS CHIEF OPERATING OFFICER) Introduced by Council President Lynn
) Peterson

WHEREAS, pursuant to Chapter V, Section 25 of the Metro Charter and Section 2.20.020 of the Metro Code, the Metro Council President has the authority to appoint the Chief Operating Officer subject to confirmation of the Metro Council; and

WHEREAS, the duties and responsibilities of the Chief Operating Officer are described and provided for in the Metro Charter and the Metro Code; and

WHEREAS, a competitive hiring process was held for the position of Chief Operating Officer and the Metro Council President has involved the Council in the hiring process; and

WHEREAS, on the basis of that competitive hiring process the Metro Council President has appointed Marissa Madrigal to serve as Chief Operating Officer subject to Council confirmation; and

WHEREAS, the Council finds that Marissa Madrigal is qualified to be the Chief Operating Officer under the Metro Code and she has stated her intent to accept the position; and

WHEREAS, Metro Code Section 2.20.060 provides that the Chief Operating Officer shall receive such compensation as the Council shall fix by contract; and

WHEREAS the Metro Council President has negotiated a compensation and employment contract with Marissa Madrigal in the form attached hereto as Exhibit A, subject to approval by the Metro Council; now therefore

BE IT RESOLVED by the Metro Council:

- 1. The appointment of Marissa Madrigal as Chief Operating Officer is confirmed; and
- 2. The Metro Council President is authorized to execute an employment agreement with Marissa Madrigal substantially similar in form to Exhibit A attached herein.

ADOPTED by the Metro Council this 27 day of February 2020

Lynn Peterson, Council President

Approved as to Form:

Carrie MacLaren, Metro Attorney

AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into by and between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter (herein referred to as “Metro”) and Marissa Madrigal (herein referred to as “Employee”).

RECITALS

1. The Metro Charter, Section 25(1), provides for the creation of the Office of the Chief Operating Officer and provides that “the Council President appoints the Chief Operating Officer subject to the confirmation by the Council.” The powers and duties of the Chief Operating Officer are set forth in Chapter 2.20 of the Metro Code.
2. Metro requires the services of a Chief Operating Officer.
3. Employee has the qualifications and the desire to serve Metro as its Chief Operating Officer.
4. The Metro Code provides that the employment of the Metro Chief Operating Officer shall be subject to a contract in regard to compensation.
5. This Agreement shall be referred to as “At-Will Employment Agreement” (herein referred to as “Agreement”).

NOW, THEREFORE, IN CONSIDERATION of the compensation to be paid by Metro to Employee as specified in this Agreement, and in consideration of the mutual promises contained in this Agreement, the parties hereby agree as follows:

AGREEMENT

1. **Engagement.** Subject to the parties’ right to terminate this Agreement as specified below, Metro hereby employs and Employee hereby accepts employment from Metro for Employee’s services as the Metro Chief Operating Officer.
2. **Term of Agreement.** Employee’s employment under this Agreement shall begin March 9, 2020 and shall continue until terminated as provided herein.
3. **Services.** Employee shall faithfully, industriously and to the best of her ability provide her service as Chief Operating Officer at Metro, and shall perform all duties as may be required of her by the Metro Charter, the Metro Code, and the Council.
4. **Exclusivity.** During the term of this Agreement, and except as otherwise provided herein, Employee shall devote all of her business efforts, time, attention, knowledge, and skills to Metro as its Chief Operating Officer on a full-time basis. Employee shall not

actively engage in any other paid employment for any direct or indirect remuneration without the prior approval of the Metro Council.

5. **Residence.** During the term of this Agreement, Employee shall reside within the boundaries of Clackamas, Multnomah, or Washington County.

6. **Employment At-Will.** Metro and Employee understand and acknowledge that Employee serves at the pleasure of the Metro Council. Metro and Employee understand and acknowledge that Employee's employment with Metro constitutes "at-will" employment. Employee and Metro acknowledge that this employment relationship may be terminated at any time, upon written notice to the other party, with or without cause or good reason and for any or no cause or reason, at the option of either Metro or Employee. It is further understood and agreed that neither this Agreement, nor any service provided under this Agreement, shall create a property interest of any kind. This Agreement has no monetary value.

7. **Compensation.**
 - A. **Salary.** As compensation for Employee's services, Metro shall initially pay Employee the sum of \$249,000 per year, payable in the same frequency and manner as other Metro Employees. Employee shall be eligible for an increase between 3-4% effective September 1, 2020 provided she receives a successful initial evaluation by the Council and Council President which shall occur in August of 2020. Employee's performance and salary shall be reviewed annually by Metro as provided below. Any salary increases shall be based on the Council and Council President's evaluation of Employee's performance, availability of funding and on Metro's assessment of inflation and a survey of annual salaries paid to comparable positions. For the purpose of this Agreement, comparable positions shall include but not be limited to, the city manager of the Metro Area's largest city and the chief operating officer at other Metro-area regional government entities. The compensation paid to Employee shall be subject to customary withholding taxes and other taxes as required with respect to compensation paid by Metro to an Employee.

 - B. **Benefits.** Employee shall receive all normal and regular benefits accruing to Metro non-represented Employees. For the purposes of this section, "benefits" means health insurance, including dental and vision care, life insurance, disability insurance, sick leave, employee assistance and retirement benefits pursuant to the Public Employees Retirement System ("PERS") for existing employees. Employee shall be entitled to these benefits under the same terms and conditions as provided for Metro's non-represented employees. Employee shall pay the six percent (6%) employee contribution required by PERS. Except as otherwise expressly provided in this Agreement, the employee benefits provided to Employee under this section are subject to any additions, reductions or other changes made by the Metro Council to the benefits provided to Metro's non-represented employees.

C. Vacation Leave.

- (1) Employee shall accrue paid vacation leave as provided in the Metro Personnel Rules, as they may be amended from time to time. Upon initial hire, Employee shall accrue 192 hours of vacation leave per year, plus personal holiday leave and sick leave accruing to Metro non-represented employees.
- (2) Employee shall annually forfeit any vacation leave that both (a) exceeds 520 hours; and (b) is accrued in a fiscal year in which Employee has not taken at least 40 hours of annual leave (“minimum leave”). The “minimum leave” requirement may be waived by Metro under extraordinary circumstances. Employee will receive 112 hours of leave upon appointment.
- (3) Upon voluntary resignation of her employment or termination for cause as defined in Section 9(C), Employee shall only be entitled to payment for accrued and unused vacation leave up to a maximum of 520 hours. If Employee is terminated by Metro without cause, Employee shall be compensated as provided in Section 9(B).

D. Modifications to Compensation. Metro may change or modify Employee’s salary or benefits on six months’ written notice to Employee, or at any time by mutual agreement of the parties.

8. **Performance/Compensation Reviews.** Metro Council and Council President shall annually evaluate Employee’s performance as soon as practicable after July 1. The performance evaluation will be in accordance with criteria and process developed jointly by the Council and Employee prior to each annual evaluation. Further, Employee shall receive a written copy of the findings of the evaluation and the process will provide an adequate opportunity for Employee and the Metro Council to discuss the evaluation. No failure to evaluate Employee shall limit Metro’s right to terminate Employee as specified in this Agreement.

9. **Reassignment.** Upon written notice, Employee may be temporarily or permanently reassigned to another Metro position or, if to another entity, pursuant to Metro’s “Loaned Executive” policy. If a temporary reassignment results in Employee receiving a different salary during the reassignment period, Employee shall be returned in good standing to her previous position and salary range upon completion of the reassignment.

Performance reviews covering periods while Employee is temporarily reassigned or on loan to another entity shall reflect all work during the period, and compensation adjustments shall be commensurate with performance during the entire period under review.

10. Termination.

A. Termination by the Parties.

- (1) Termination by Metro. Employee understands and agrees that she is an at-will employee who serves at the pleasure of the Metro Council. Employee may be terminated at any time, with or without cause, by the Metro Council President with the concurrence of the Council. Should the Metro Council President decide to remove Employee, written notice of termination will be provided to Employee. If the written notice does not specify the effective date of termination, the effective date of termination shall be the date on which the written notice was given.
- (2) Termination by Employee. Employee may terminate her employment with Metro at any time by giving Metro a written notice of termination specifying the effective date of termination. To terminate in good standing, employee must provide thirty (30) days written notice of termination. If the written notice of termination does not specify the effective date of termination, the effective date of termination shall be the date that is thirty (30) days after the date on which the written notice was given. In the event Employee terminates her employment, no severance pay or pay for benefits shall be due Employee.

B. Termination Without Cause. Metro may terminate this Agreement without cause and, at Metro's sole election may do so without prior notice to Employee. Upon termination of employment without cause, Employee shall receive severance pay and benefits in exchange for a signed release of any and all claims against Metro, its officers, representatives, insurers and employees arising from employment and separation of employment with Metro. Severance pay shall be as follows:

- i. Severance pay shall be guaranteed at six months' salary. Severance pay shall be subject to usual and customary withholdings under applicable local, state, and federal taxes.
- ii. Upon the effective date of termination, Employee shall be eligible for continued health insurance as established by law ("COBRA"), including any premiums subsidy currently in effect. Metro shall pay for the cost of said insurance to the level utilized by Employee at the time of termination until Employee has become employed in another position, with health coverage in effect, or for six months, whichever is less.
- iii. Employee shall receive payment for all accrued and unused vacation leave up to a maximum of 520 hours.

C. Termination for Cause. Metro may terminate this Agreement for "cause" by giving Employee written notice of intent to terminate for cause. In the event that

Metro elects to terminate this Agreement for “cause,” no severance pay shall be due Employee. “Cause” includes one or more of the following:

- i. Willful failure to follow lawful resolutions or directives of the Metro Council or the Metro Charter or Metro Code;
- ii. Willful failure to substantially perform the duties of the Chief Operating Officer (other than any such failure resulting from incapacity due to physical or mental impairment), unless such failure is corrected within thirty (30) days following written notice by the Metro Council President that specifically identifies the manner in which the Metro Council President believes Employee has substantially not materially performed her duties;
- iii. Violation of the Oregon Government Ethics and Practices Act or the Code of Ethics for Metro officials, Metro Code Chapter 2.17;
- iv. Commission of any act specified as a basis for disciplinary action in the Metro Personnel Policies (as it may be amended from time to time), the nature of which would tend to bring discredit or embarrassment to Metro or the Council, as determined by the Metro Council President.

11. Termination Authority. In accordance with the Metro Code, the Council President has the sole authority to terminate this Agreement on behalf of Metro, subject to concurrence of the Council by resolution. The Council President may terminate this Agreement in writing pursuant to any provision of Paragraph 9 of this Agreement. Upon receipt of a termination notice, Employee may accept the termination or request in writing within 48 hours that the Council President submit the termination to the Council for its concurrence. Concurrence in the termination by the Council is a final decision.

12. Non-Disclosure of Confidential Information. To the extent allowable under Oregon public records law, Employee agrees that during employment and following separation, Employee shall not disclose confidential information obtained during the scope of employment at Metro.

13. Disability or Death.

- A. If, as the result of any physical or mental disability, Employee shall have failed or is unable to perform her duties for more than 24 consecutive weeks, Metro may, by subsequent written notice to Employee, terminate her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by Metro under this Agreement (other than accrued and unpaid salary and accrued benefits), subject to compliance with all applicable laws and regulations including the Americans With Disabilities Act.

- B. The term of Employee's employment under this Agreement shall terminate upon her death without any further payment or the furnishing of any benefit by Metro under this Agreement (other than accrued and unpaid salary and accrued benefits).
14. **Successorship.** This Agreement shall inure to and shall be binding upon Metro's successors, assigns, trustees, etc.
15. **Modification.** This Agreement can only be modified by a written amendment, signed by Employee and the Metro Council President. No oral or written statements, promises, or course of conduct shall serve to modify the Agreement in any way. No practices or customs which may arise between Employee and Metro shall modify this Agreement or affect its meaning in any way.
16. **Construction.** This At-Will Employment Agreement is the final agreement between the parties, shall be construed as having been drafted jointly by the parties, is intended to be a complete and final expression of the agreement between the parties, and shall supersede any and all prior discussions or agreements.
17. **Severability.** In the event that any court of competent jurisdiction determines that one or more portions of this Agreement are invalid or unlawful, the remaining portions shall remain in full force and effect.
18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Employee consents to the personal jurisdiction of the state and federal courts located in Multnomah County, Oregon for any action or proceeding arising from or relating to this Agreement.
19. **Waiver.** No waiver by Metro of any default shall operate as a waiver of any other default on a future occasion or the same default. No delay or omission by Metro in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise of a right or remedy shall preclude any other or further exercise thereof, or the exercise of any other right or remedy.

EXECUTED IN DUPLICATE on _____ to be effective _____.

EMPLOYEE

METRO

Marissa Madrigal

Lynn Peterson
Metro Council President

APPROVED AS TO FORM:

Carrie MacLaren
Metro Attorney

Materials following this page were distributed at the meeting.



WASHINGTON COUNTY OREGON

Thursday February 20, 2020

President Peterson and Metro Councilors
Metro Regional Government
600 NE Grand Avenue
Portland, OR 97232

Dear President Peterson and Metro Councilors,

For the last ten months Washington County staff and I have attended countless meetings with the advisory committee and various sub-committees of the Here Together Coalition, working to build a response to the homeless crisis. And, it is not lost on me how hard the dedicated Metro staff have been working since the decision by this Council to move ahead with this permanent supportive services initiative.

I am before you today knowing you don't have a decision or debate in front of you at this particular meeting.

But, here's what we know: there is a homeless crisis.

The Metro Affordable Housing Bond passed has allowed to invest throughout the region to deal with one piece of the crisis: the infrastructure.

Now I believe it's time we stand together as a region to invest in the critical services needed to help those who are hardest to house including individuals experiencing major health issues, those with behavioral disorders including substance abuse disorder or mental health challengers, or those fleeing domestic violence.

The homeless crisis is not unique to this this region – this is a crisis being faced by local jurisdictions throughout the country. What's unique here is our ability as counties to work with Metro on a regional solution.

If this ballot measure is referred and the voters decide to pass it at the ballot in May, you have a commitment from me today -- as the Chair of Washington County's Board of Commissioners -- that we will work to provide best practice services within our counties borders and to be good partners as we build out regional systems of support.

As you consider next steps for this Council, I urge you to take seriously the need to raise \$250 million per year in this region. Time and again the experts have told us this is what we need to address this crisis head on.

I urge you to take the vote to refer this initiative at the full \$250 million annually so we can take one step closer to funding the services that we know can help one of our region's most vulnerable populations.

Sincerely,

Kathryn Harrington, Chair
Washington County Board of Commissioners

Board of County Commissioners

155 North First Avenue, Suite 300, MS 22, Hillsboro, OR 97124-3072
phone: (503) 846-8681 • fax: (503) 846-4545

Testimony to Metro, 2/20/20

Ethan Scarl

I was five years old when World War II ended but still i remember my mother saving clothing and cooking fat to help the war effort. No thought about what a small contribution it was or how small a state Oregon was, we were all in because it was a notional emergency.

Today is an emergency that is national and beyond, all the more urgent because most people don't seem to notice. Maybe if we had FDR as a leader now, we would all be all in and working together, but we have what we have.

With transportation being the source of 40% of Portland's carbon emissions, our mission is to get people out of fossil fuel burning vehicles .. For Trimet, this translates to getting people out of their cars and into buses that do not emit carbon. To this end, Trimet needs to offer more frequent service and lower fares. Larger busses are the wrong way to go - they may savings in driver wages, but they also mean less frequent service thus dis-incentivising ridership.

But most of all, to respect the national emergency by reducing carbon, our buses must have zero-emissions of carbon. Any orders for new diesel must be canceled. If we have to wait longer for delivery, or not get the precise models we would like, so be it. A few months or a year's delay is far better than committing to 16 years or more of carbon-emitting diesels on the road.

Now, I happen to live on Division Street at SE 58th, and I understand that Division is being targeted for increased service with new vehicles. I do welcome more frequent service, but not if it means more noise and pollution. Last year, OPB did a recording session in my living room, but much of it was unusable due to street noise.

Moreover, Division is one of Portland's hottest strips, due to traffic and poor tree cover - again, electric buses will help, diesels will make it worse. Noise and heat are obvious, but neither do I want the invisible long term planetary harm from carbon, nor the potential breathing problems from diesel's particulate emissions.

CO2, heat, noise, particulates, are all reasons why I beg you to use your leverage with Trimet to have diesels canceled and electrics ordered, immediately.

"Act as if the world was on fire, because it is." Thank you.

Ethan A. Scarl, A.B., M.S., Ph.D.

eas99@hevanet.com

cell: 503 442 8343

2380 SE 58th Avebue

Portland, OR 97215-4012

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No More New Diesel

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car tow

E MAIL

G mail

garden project

grayhound p...

insurance

niko

Notes

receipts

Traz

No More New Diesel Buses!

Yahoo/Sent



June Rosenberg <alchamy50@ya



Thu, Feb 20 at 11:25 AM



To: boardtestimony@trimet.org

Dear TriMet Board and Metro Council,

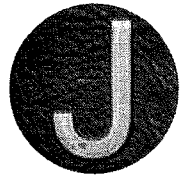
My name is June Rosenberg. I am a mother and grandmother. I am very concerned about climate change and the impact it has on future generations. Let the children inherit a healthier earth and more sustainable future by reversing your decision to buy 159 diesel buses.

The transport sector (40% of Portland's carbon pollution) is the fastest growing contributor to climate emissions that contribute to global warming. Diesel produces long-lived carbon dioxide (CO2) emissions, short-lived black carbon, and ground level ozone - all producing very unhealthy air, with increased levels of breathing disorders.

TriMet is here to serve the public, not to harm it. The public would be best served by transitioning to renewable energy and a zero-carbon emissions transportation system - an electric fleet.

Please help save our earth and our children's future. PLEASE! NO NEW DIESEL BUSES!

June Rosenberg
 6404 SE 23rd Ave. #709
 Portland, OR 97202



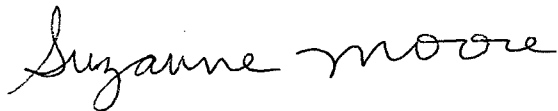
ju
alc
+

February 19, 2020

Dear Board Members;

I am partially disabled and a resident of senior housing in Portland. It was brought to my attention that TriMet was planning on buying 159 new Diesel powered buses to add to our fleet. Why and Who is approving this sale and financing it. Everyone by now is aware that our air is less healthy and the government is setting goals and limits to Fossil Fuel emissions. Its very important to residents that government intercedes for the people and protects our health and that of future generations. Please stop business as usual. This purchase falls under that category. This insanity must be stopped, do the right thing in favor of the residents, our children and grandchildren.

Suzanne Moore



6404 SE23rd

Westmoreland Union Manor

Port. OR 97202

smhm6@hotmail.com

February 20, 2020

Metro Council Testimony – Public Health, Equity, Clean Air, TriMet

Council President Peterson, Members of the Council, I'm Debbie Gordon and I'm here on behalf of my children, my grandchildren, and all the other children and grandchildren in our community.

I've lived in Portland since 1977 and I was an active volunteer for 30 years with Portland Public Schools, working to make schools better for ALL kids.

In that capacity I was involved with the Coalition for a Livable Future, when they brought in the community for a rigorous stakeholder process.

In 2003, the Coalition for a Livable Future (CLF), in partnership with the Institute of Portland Metropolitan Studies (IMS) and the Population Research Center (PRC) at Portland State University (PSU), launched the nation's first regional equity atlas endeavor. The result was a focus on sustainability, commonly understood at the time, as the 3-E's of sustainability – environment, economy, and equity.

Published in 2007, the first Regional Equity Atlas provided a snapshot of social equity conditions primarily at the sub-municipal, or neighborhood level, that included maps of key demographic distributions, and analyses of the geographic implications of the access to affordable housing, quality education, transportation, healthful food and physical activity, and parks and nature for the region.

Metro was a key partner in developing the 2nd online version, and subsequent indicators, criteria and desired outcomes influenced the direction of Metro's 2040 Plan.

I've watched Metro evolve as a Metropolitan planning organization and in that capacity you are responsible for the **planning** of the region's transportation system.

In the last 20 years the world's scientists have been telling us that we must reduce our carbon emissions drastically and very quickly to preserve the health of our people and our planet. Metro – are you listening? Climate change is a Public Health Emergency!

TriMet has ordered 159 NEW DIESEL buses. The first 131 are targeted for the Division Transit Project. An Equity lens requires both better, increased service AND public health consideration to those historically underserved.

Buying NEW diesel buses is going backwards, not forwards. You can't say your goal is to reduce emissions on the one hand and buy diesel buses which will produce emissions for 16 years on the other.

The TriMet Board authorization for 159 New Diesel buses must be reversed!

Metro must develop a formal Zero Emissions Fleet Transition Program and establish a program management office to get the job done on an emergency basis! An Equity lens places the first electric buses available on the Division Transit Project routes.

Please Metro, continue your leadership to make our communities strong and healthy! No more NEW Diesel buses!

Thanks you,

Debbie Gordon

2315 NE 55th Ave. Portland, Oregon

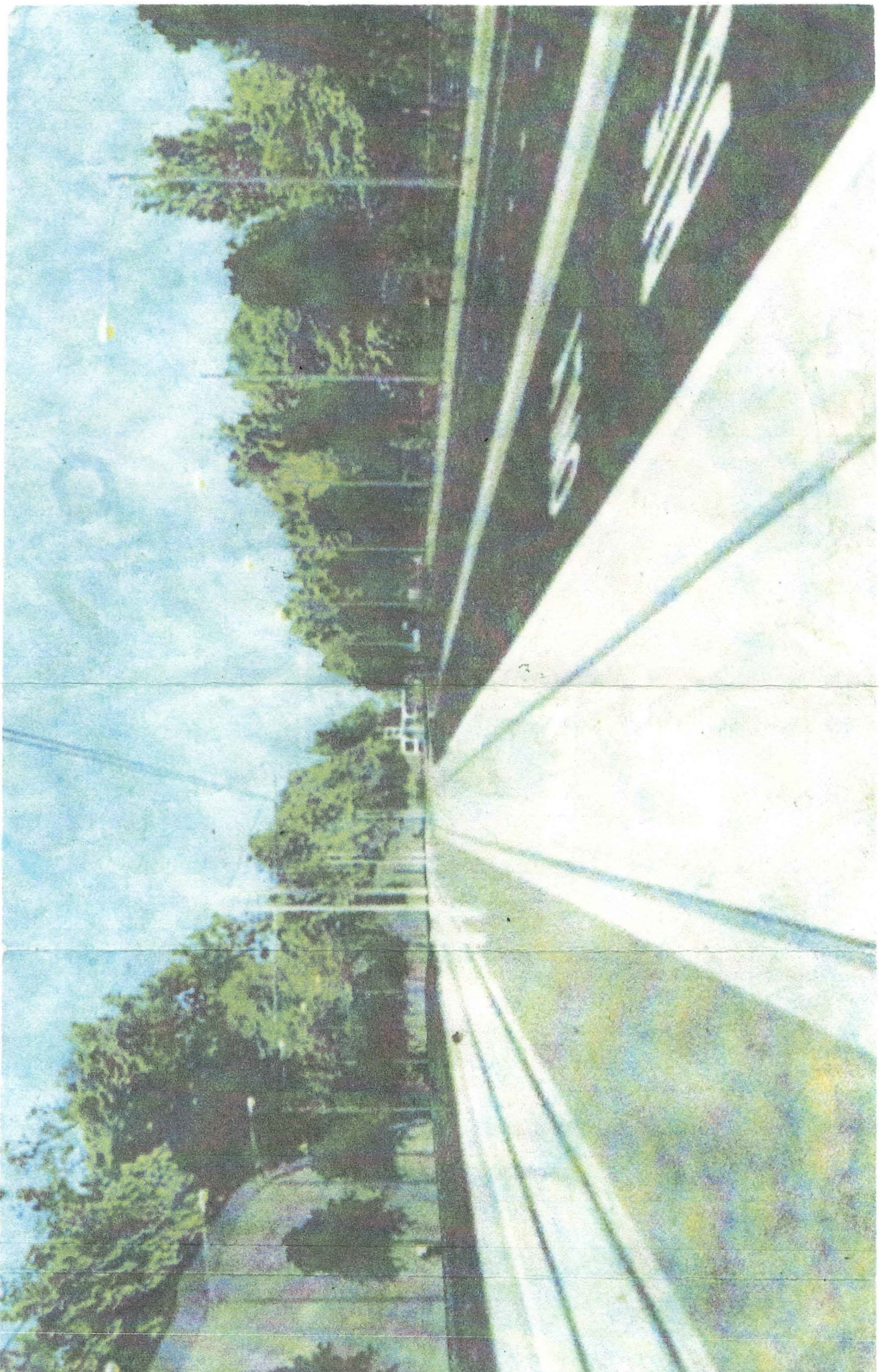
20 February 2020 Public Comment Hearing regarding the TriMet plan to purchase 159 additional diesel powered buses.

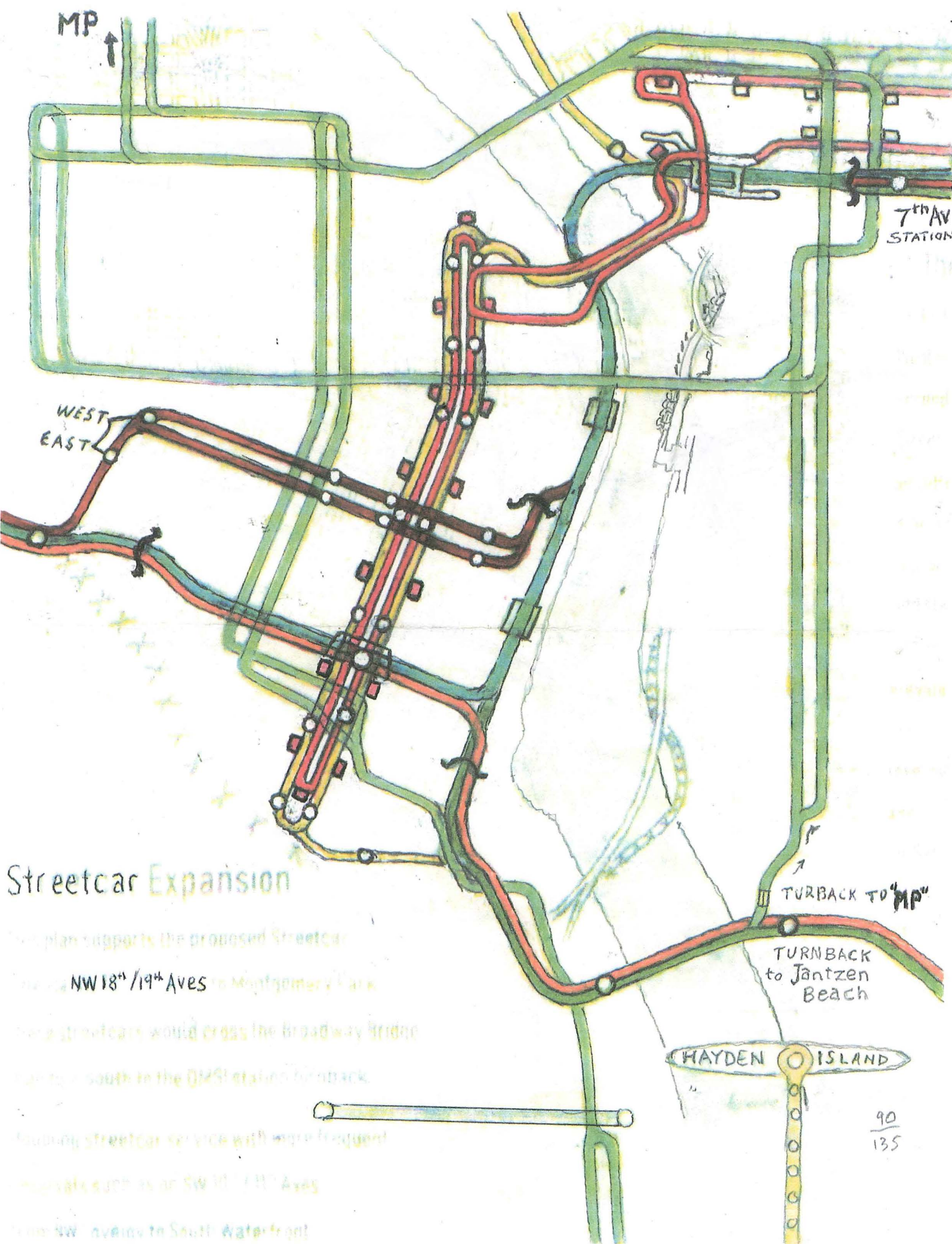
It is my understanding that TriMet intends to continue its diesel bus program by purchasing 159 more such vehicles. Fossil fuel powered vehicles are an important contributor to the increase of atmospheric carbon dioxide via exhaust emissions. Furthermore, fracking to produce fuel for buses and other vehicles leads to considerable leakage of methane, which is even a more powerful greenhouse gas. The rapid deterioration of the atmosphere effects the climate. All of these things are well known. Rainfall in western Oregon has diminished considerably in recent decades.

Since about 2000, TriMet has purchased very large buses. Production of larger vehicles is an intentional industry trend done in cooperation with the fossil fuel industry. Larger vehicles require more fuel, these vehicles are more profitable to the vehicle production industries and to the petroleum industries. TriMet has phased out its smaller buses. Even its lift vehicles intended for disabled and older persons, are far too large for the transport of one or a few persons. Ordinary vans can be fitted for the same purposes.

During the past 20 years there has been much discussion of global warming- internationally, nationally, and locally. Despite all of the noise, very little has been done compared to the immensity of the problem. With regard to the current matter under discussion, TriMet would better serve the public and planetary interest by expanding the rail system, seeking a new funding system to the exclusion of fares to increase ridership, and begin the immediate phasing out of diesel powered transportation.

Leon Fredrich
Westmoreland's Union Manor
6404 SE 23rd Ave. #634
Portland, OR 97202





MP

7th AV STATION

WEST EAST

TURBACK TO "MP"

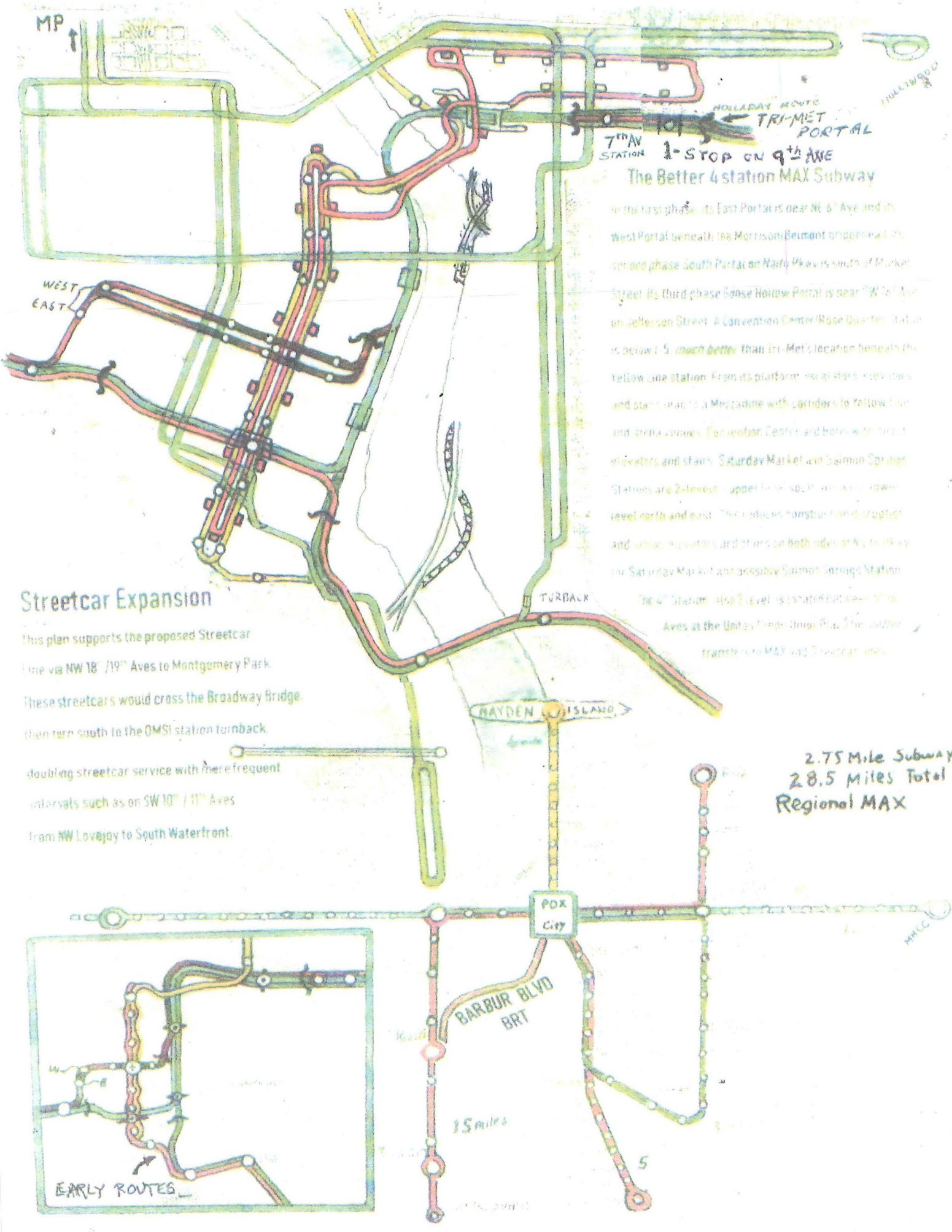
TURNBACK to Jantzen Beach

HAYDEN ISLAND

90
135

Streetcar Expansion

The plan supports the proposed Streetcar
 from NW 18th/19th Aves to Montgomery Park
 Two streetcars would cross the Broadway Bridge
 and turn south to the DMST station for track
 funding streetcar service with more frequent
 intervals such as on SW 10th/11th Aves
 from SW 14th Ave to South Waterfront



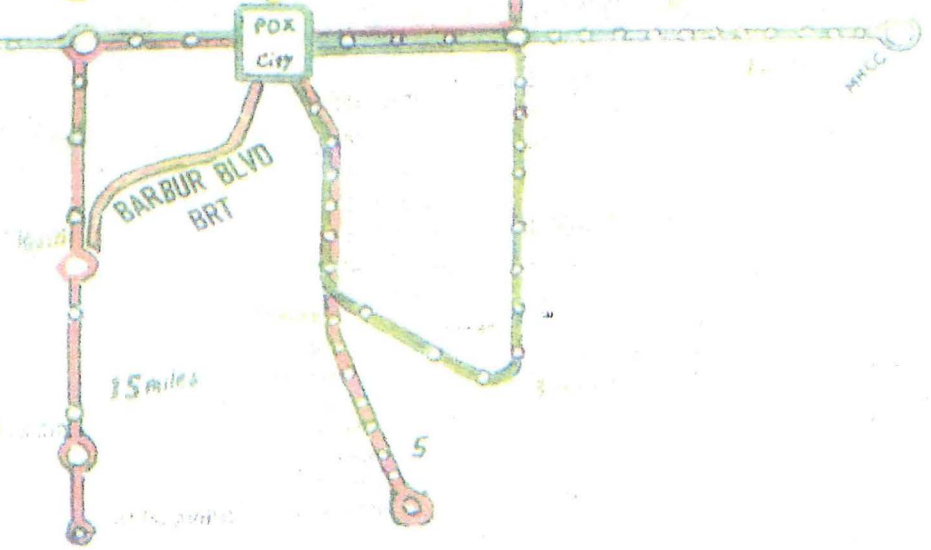
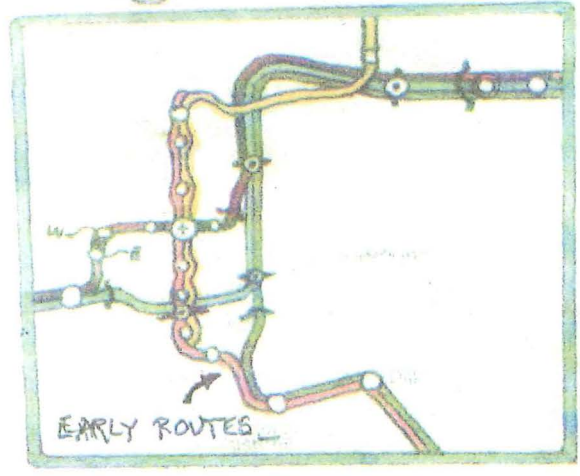
HOLLYWOOD ROUTE
 TRI-MET PORTAL
 7th AV STATION
 1-STOP ON 9th AVE
The Better 4 station MAX Subway

In the first phase, its East Portal is near NE 6th Ave and its West Portal beneath the Morrison-Belmont bridge at its second phase South Portal on Naito Pkwy is south of Market Street. Its third phase Gessle Hollow Portal is near "W" Ave on Jefferson Street. A Convention Center/Rose Quarter Station is below 5, much better than Tri-Met's location beneath the yellow line station. From its platform escalators, elevators and stairs lead to a Mezzanine with corridors to yellow line and arena concourses. For worker Center and home with event elevators and stairs. Saturday Market and Salmon Springs Stations are 2-level upper level south concourse lower level north and east. This reduces construction disruption and allows elevators and stairs on both sides of tracks way for Saturday Market and possibly Salmon Springs Station. The 4th Station also 2 level is located between 5th and 6th Aves at the United Trade Center Plaza. The latter transfer to MAX and Streetcar ways.

Streetcar Expansion

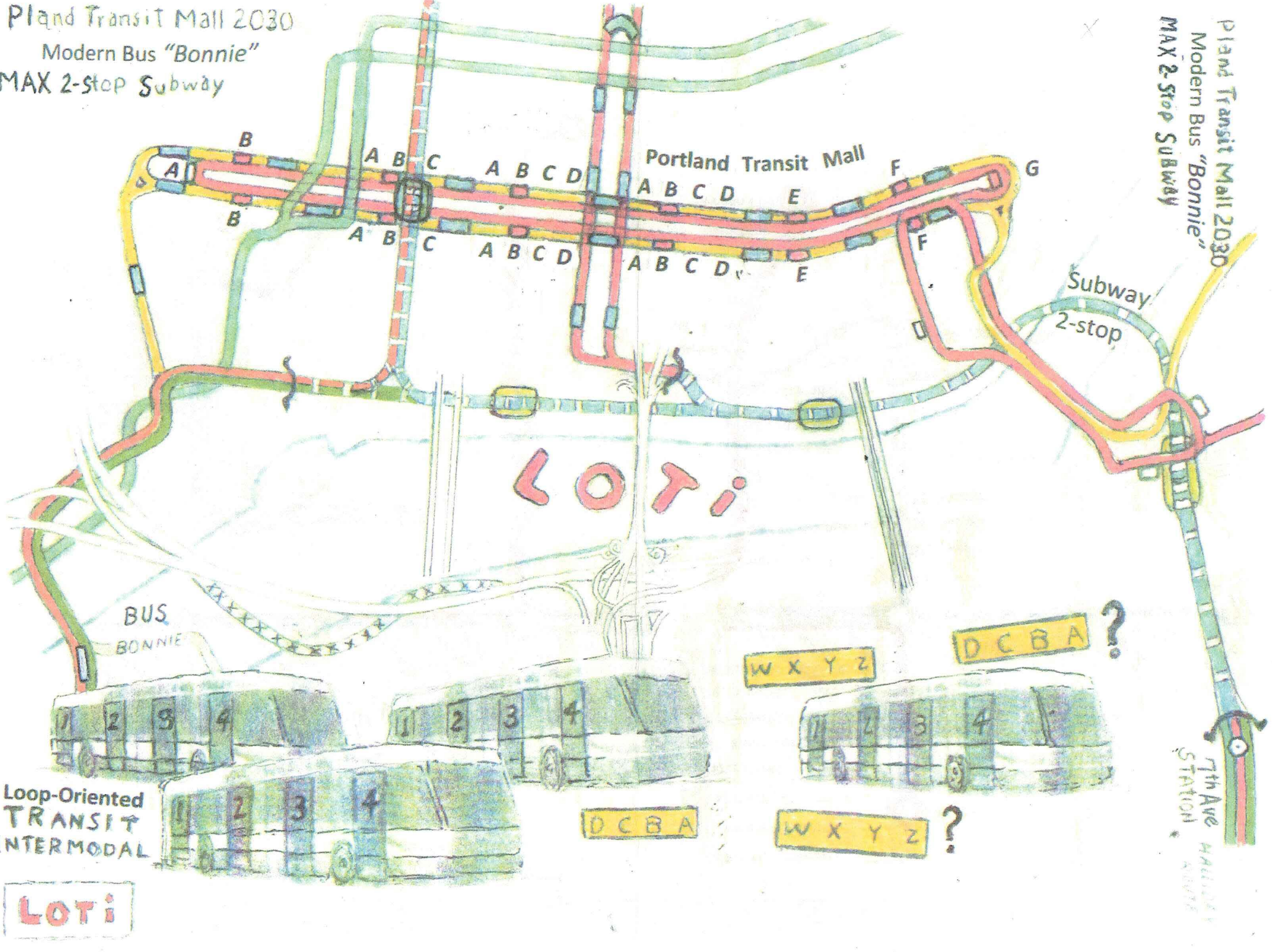
This plan supports the proposed Streetcar line via NW 18th / 19th Aves to Montgomery Park. These streetcars would cross the Broadway Bridge, then turn south to the OMSI station turnback doubling streetcar service with more frequent intervals such as on SW 10th / 11th Aves from NW Lovejoy to South Waterfront.

2.75 Mile Subway
 28.5 Miles Total
Regional MAX



Plan of Transit Mall 2030
Modern Bus "Bonnie"
MAX 2-stop Subway

Plan of Transit Mall 2030
Modern Bus "Bonnie"
MAX 2-stop Subway



LOTI

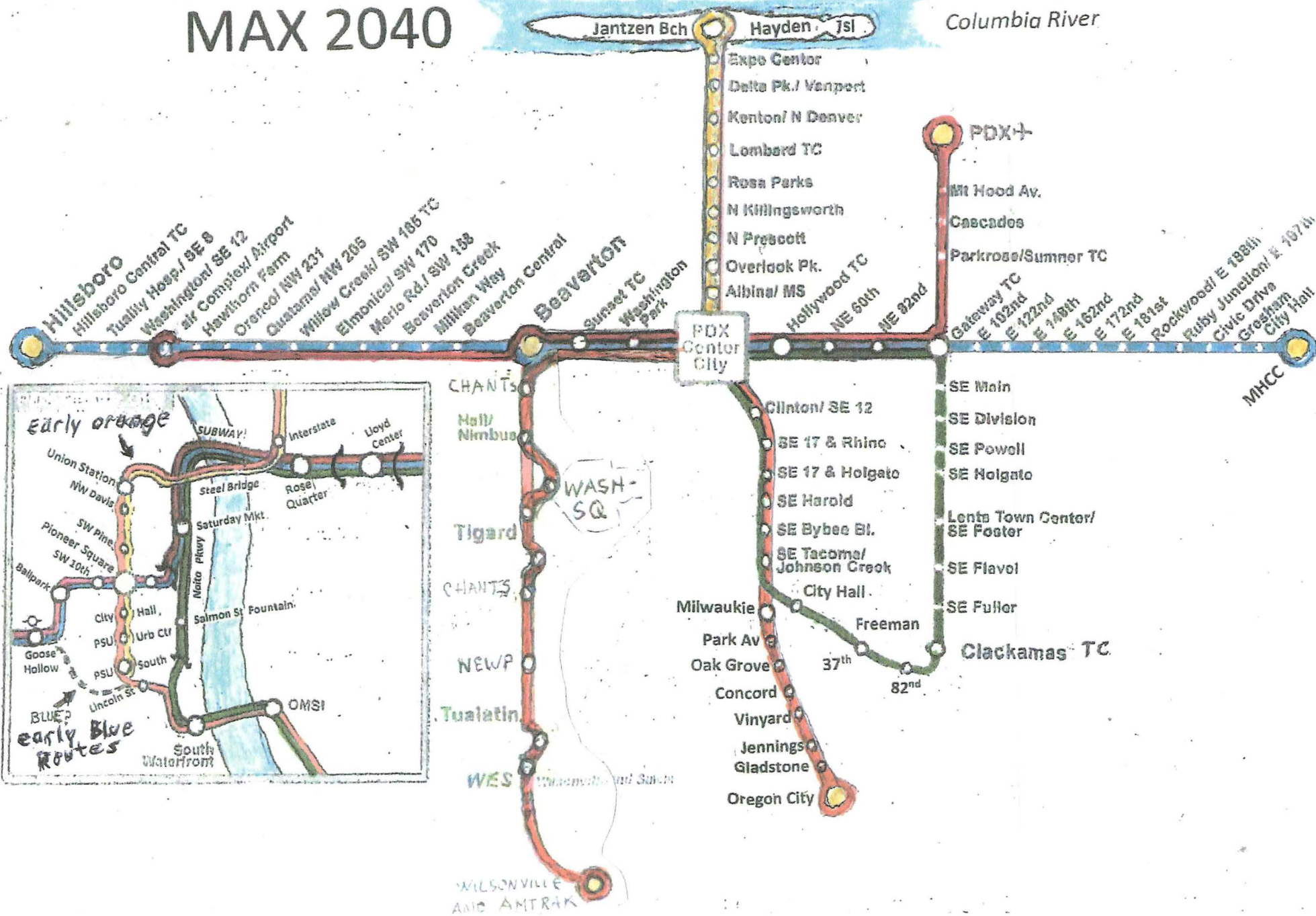
Loop-Oriented
TRANSIT
INTERMODAL

7th Ave Station

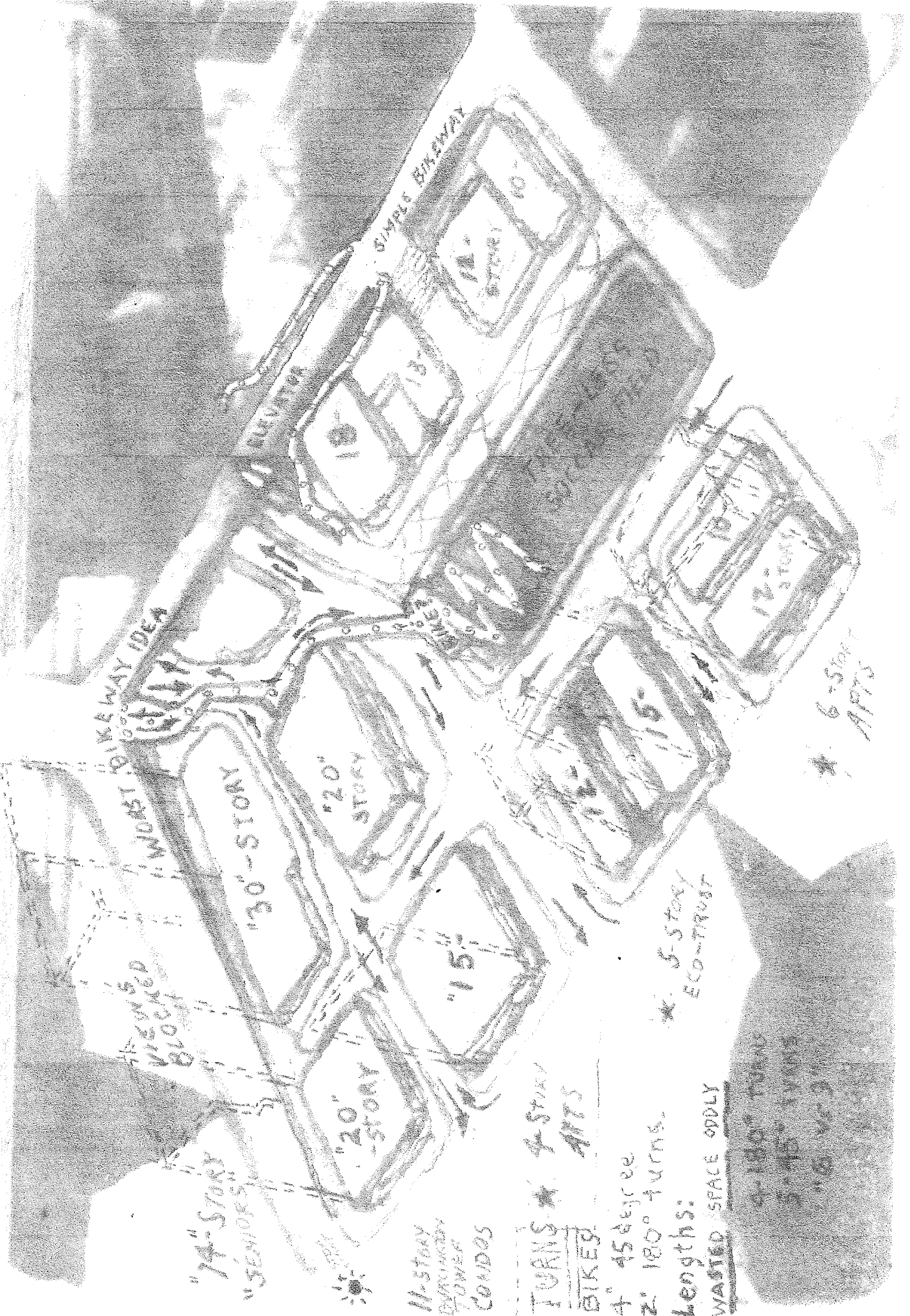
MAX 2040

Vancouver, Wa.

Columbia River



ZGF Architects and silly crew at PNCA



"14-STORY"
"SENIORS"

"30"-STORY

"30"-STORY

"20"
STORY

"15"
STORY

"15"
STORY

"18"
STORY

11-STORY
DORMITORY
TOWER
CONDOS

TURNING 45 DEGREE
BIKES

4° 45 degree
2° 180° turns

LENGTHS:
WASTED SPACE ODDLY

* 5-STORY
ECO-TRUST

* 6-STORY
APPTS

9-180° TURNS
5-45° TURNS
1-60° V.C.