

Meeting Date: April 14, 1994
Agenda Item No. 5.7

ORDINANCE NO. 94-545

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 94-545 AMENDING THE FY 1993-94 BUDGET AND APPROPRIATIONS SCHEDULE TO REFLECT OPERATIONAL NEEDS AT THE METRO WASHINGTON PARK ZOO, AND DECLARING AN EMERGENCY

Date: April 1, 1994

Presented by: McKay Rich
Kathy Rutkowski

BACKGROUND AND ANALYSIS

This action requests adjustments to Zoo Operating Fund for the following purposes:

1. Transfer \$42,110 from Contingency to Personal Services in all divisions of the Zoo to fund unanticipated PERS costs,
2. Transfer \$79,097 from Contingency to Personal Services in the Facilities Management division to reflect a legal settlement with Oregon Laborers Trust,
3. Transfer \$27,400 from Contingency to the Animal Management Division to fund expenditures related to the receipt of the Murdock Grant, and
4. Transfer \$85,844 from Contingency to various divisions reflect operational expenses related to increased events.

Each action will be addressed separately.

PERS Rate Calculations for FY 1993-94 Fringe Benefit Rates

The PERS contribution is divided into two rates -- the employee contribution (known as the employer pick-up) and the employer contribution. The fringe rate estimates for the FY 1993-94 budget assumed that the total contribution rate was the simple sum of the two rates. The rates are, however, applied cumulatively. The dollar amount of the employee contribution is added to the employee's wages before applying the employer contribution rate. The result of the cumulative application of the rates increases the percentage contribution assumed in the fringe benefit rates by 0.7 percent.

In addition, Metro's employer contribution rate increased on July 1, 1993. Since Metro's payroll and benefit payments for the last payroll period in FY 1992-93 were not paid until July 6, 1993, PERS required Metro to pay the increased employer contribution rate on that payroll. The incremental increase in the PERS amount for the June 30, 1993, payroll as a result of the PERS rate increase on July 1, 1993, was not settled in sufficient time to charge it to FY 1992-93. This amount was ultimately charged to FY 1993-94.

The cumulative application of contribution rates is not a new process. However, Financial Planning was not aware of the process until this fiscal year. In each of the two preceding years, Metro had anticipated and budgeted an increase in its PERS contribution rate. This rate increase did not materialize until July 1 of this year, which left unused appropriation in the fringe benefit line item in prior years. As a result, in prior years on a budgetary basis, departments were able to absorb the error in the calculation of the fringe rates within their existing budgets. In late October, 1993, Financial Planning identified the error in the calculation of the fringe rates for FY 1993-94 and became aware of the additional charge for the June 30, 1993, payroll. The Council Finance Committee was informed at its first meeting in November, 1993, that budget actions could be necessary.

This request transfers \$42,110 from the Zoo Operating Fund Contingency to personal services, fringe benefits in the following divisions to fund the unanticipated PERS costs.

| | |
|-----------------------|----------|
| Administration | \$4,493 |
| Animal Management | \$14,580 |
| Facilities Management | \$10,590 |
| Education Services | \$2,971 |
| Marketing | \$1,734 |
| Visitor Services | \$5,782 |
| Design Services | \$1,960 |
| Total | \$42,110 |

Oregon Laborers Trust Settlement

In 1992, there was a disagreement between Metro and the Oregon Laborers Health and Welfare Trust Fund in the interpretation of a specific clause in the collective bargaining agreement regarding the payment of premiums for certain seasonal employees. As a result, Oregon Laborers Health & Welfare Trust Fund filed suit, and Metro filed counterclaims in the litigation. In January, 1994, Metro and Oregon Laborers Health and Welfare Trust Fund reached a settlement agreement. The settlement required Metro to pay \$79,097 in claims costs and attorney fees. The payment of this settlement was charged against the Facilities Management division of the Zoo Operating Fund. This action requests the transfer of \$79,097 from the Zoo Operating Fund to the Facilities Management Division, Personal Services to fund this unanticipated expense.

Murdock Grant

In March, 1994, the Zoo received notice of a grant award from the Murdock Foundation. The award is a \$200,000 grant to be received in five installments over a two year period. The purpose of the grant is to teach science to elementary teachers. Authorized expenditures under the grant include the development of curriculum and the funding of three positions. This action recognizes the additional expenditures under this grant for period March 9, 1994

through June 30, 1994, in the amount of \$27,400. It also authorizes the continuation of the Assistant Research Coordinator (Dr. Shepardson) who will act as program coordinator and assist in the teaching, and adds a part-time Program Assistant 2 and a part-time Secretary beginning May 1, 1994. Although this action funds these expenditures from Contingency, grant funds will be received to offset the costs.

Operations Needs

The Zoo Marketing Division is responsible for the coordination of special events, including catered events, at the Zoo. During FY 1993-94, they have experienced a 47 percent increase in the number of events requiring extra set up, such as canopies. The increase in event laborers has been partially offset by a decrease in the use of event assistants. However, if this action is not approved, the continued increase in laborers hours will be funded by further cutting the number of hours Event Assistants would use towards next year's events, leaving production five months behind schedule.

The Zoo is producing a new Zoo Key/talking box promotion and special event. Both the Marketing Division and the Design Services Division have experienced unanticipated expenditures for marketing, promotion and production of this event. Although this action is funded through a transfer from Contingency, sponsor donations have been received to offset these costs.

During FY 1993-94, the Zoo hosted an environmental enrichment conference. Neither the revenues nor the expenditures for this event were reflected in the adopted budget. The Zoo received \$32,507 in revenues from the conference. Related meeting expenditures in the Animal Management Division equaled \$19,352. From the profits of the conference the Assistant Research Coordinator's position was extended for another five months.

The Animal Management division is requesting an additional \$2,500 in dues resulting from a billing change for ISIS dues requiring two payments in one fiscal year. In addition, the division has experienced approximately \$4,300 in unanticipated travel expenses related to the acquisition of the Golden Lion Tamarins and for veterinarian interviews and moving expenses.

The total impact for operational needs requires the transfer of \$85,844 from the Zoo Operating Fund Contingency to the various divisions as described above.

EXECUTIVE OFFICERS RECOMMENDATION

The Executive Officer recommends adoption of Ordinance No. 93-545.

BEFORE THE METRO COUNCIL

AN ORDINANCE AMENDING THE FY 1993-)
94 BUDGET AND APPROPRIATIONS)
SCHEDULE TO REFLECT OPERATIONAL)
NEEDS AT THE METRO WASHINGTON)
PARK ZOO, AND DECLARING AN)
EMERGENCY)

ORDINANCE NO. 94-545

Introduced by Rena Cusma,
Executive Officer

WHEREAS, The Metro Council has reviewed and considered the need to transfer appropriations within the FY 1993-94 Budget; and

WHEREAS, The need for a transfer of appropriation has been justified; and

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

THE METRO COUNCIL HEREBY ORDAINS:

1. That Ordinance No. 93-487A, Exhibit B, FY 1993-94 Budget, and Exhibit C, Schedule of Appropriations, are hereby amended as shown in the columns titled "Revision" of Exhibits A and B to this Ordinance for the purpose of transferring \$234,451 from the Zoo Operating Fund Contingency to various appropriation categories as reflected in Exhibits A and B to this Ordinance, and authorizing .97 new FTE in the Zoo Operating Fund.

2. This Ordinance being necessary for the immediate preservation of the public health, safety and welfare, in order to meet obligations and comply with Oregon Budget Law, an emergency is declared to exist, and this Ordinance takes effect upon passage.

ADOPTED by the Metro Council this _____ day of _____, 1994.

Judy Wyers, Presiding Officer

ATTEST:

Clerk of the Council

kr:ord93-94:94-545:ORD.DOC
April 1, 1994

**Exhibit A
Ordinance No. 94-545**

| FISCAL YEAR 1993-94 | | REVISIONS | | | | | | | | | | PROPOSED BUDGET | |
|--|---|----------------|----------------|------------------|--------------|----------------------------------|----------|---------------|----------|-------------------|----------|-----------------|----------------|
| | | CURRENT BUDGET | | PERS CALCULATION | | OREGON LABORERS TRUST SETTLEMENT | | MURDOCK GRANT | | OPERATIONAL NEEDS | | | |
| ACCT # | DESCRIPTION | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT |
| ZOO OPERATING FUND:Administration | | | | | | | | | | | | | |
| <i>Personal Services</i> | | | | | | | | | | | | | |
| 51121 | SALARIES-REGULAR EMPLOYEES (full time) | | | | | | | | | | | | |
| | Senior Director | 1.00 | 83,123 | | 0 | | 0 | | 0 | | 0 | 1.00 | 83,123 |
| | Assistant Director | 1.00 | 68,403 | | 0 | | 0 | | 0 | | 0 | 1.00 | 68,403 |
| | Service Supervisor | 1.00 | 35,120 | | 0 | | 0 | | 0 | | 0 | 1.00 | 35,120 |
| | Principal Administrative Service Analyst | 1.00 | 46,771 | | 0 | | 0 | | 0 | | 0 | 1.00 | 46,771 |
| | Senior Administrative Service Analyst | 1.00 | 46,542 | | 0 | | 0 | | 0 | | 0 | 1.00 | 46,542 |
| | Assistant Management Analyst | 1.00 | 29,670 | | 0 | | 0 | | 0 | | 0 | 1.00 | 29,670 |
| 51122 | WAGES-REGULAR EMPLOYEES (full time) | | | | | | | | | | | | |
| | Administrative Support Assistant C | 2.00 | 53,077 | | 0 | | 0 | | 0 | | 0 | 2.00 | 53,077 |
| | Security Officer 1 | 4.00 | 82,539 | | 0 | | 0 | | 0 | | 0 | 4.00 | 82,539 |
| | Security Officer 2 | 1.00 | 24,430 | | 0 | | 0 | | 0 | | 0 | 1.00 | 24,430 |
| 51123 | WAGES-TEMPORARY EMPLOYEES (part time) | | | | | | | | | | | | |
| | Security Officer 1-temp | 1.00 | 16,829 | | 0 | | 0 | | 0 | | 0 | 1.00 | 16,829 |
| 51132 | REPRESENTED 483-REGULAR EMPLOYEES (part time) | | | | | | | | | | | | |
| | Clerk/Bookkeeper | 1.50 | 34,358 | | 0 | | 0 | | 0 | | 0 | 1.50 | 34,358 |
| 51133 | REPRESENTED 483-TEMPORARY EMPLOYEES (part time) | | | | | | | | | | | | |
| | Clerk/Bookkeeper | 1.00 | 20,149 | | 0 | | 0 | | 0 | | 0 | 1.00 | 20,149 |
| 51140 | OVERTIME | | 10,052 | | 0 | | 0 | | 0 | | 0 | | 10,052 |
| 51200 | FRINGE | | 206,787 | | 4,493 | | 0 | | 0 | | 0 | | 211,280 |
| Total Personal Services | | 16.50 | 757,850 | 0.00 | 4,493 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 16.50 | 762,343 |
| Total Materials & Services | | | 168,537 | | 0 | | 0 | | 0 | | 0 | | 168,537 |
| Total Capital Outlay | | | 8,100 | | 0 | | 0 | | 0 | | 0 | | 8,100 |
| TOTAL EXPENDITURES | | 16.50 | 934,487 | 0.00 | 4,493 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 16.50 | 938,980 |

**Exhibit A
Ordinance No. 94-545**

| FISCAL YEAR 1993-94 | | REVISIONS | | | | | | | | | | PROPOSED BUDGET | |
|---|---|----------------|------------------|------------------|---------------|----------------------------------|----------|---------------|---------------|-------------------|---------------|-----------------|------------------|
| | | CURRENT BUDGET | | PERS CALCULATION | | OREGON LABORERS TRUST SETTLEMENT | | MURDOCK GRANT | | OPERATIONAL NEEDS | | | |
| ACCT # | DESCRIPTION | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT |
| ZOO OPERATING FUND:Animal Management | | | | | | | | | | | | | |
| <u>Personal Services</u> | | | | | | | | | | | | | |
| 511121 | SALARIES-REGULAR EMPLOYEES (full time) | | | | | | | | | | | | |
| | Managers | 1.00 | 56,125 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1.00 | 56,125 |
| | Program Supervisor | 1.00 | 51,052 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1.00 | 51,052 |
| | Associate Service Supervisor | 1.00 | 36,269 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1.00 | 36,269 |
| | Research Coordinator | 1.00 | 48,650 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1.00 | 48,650 |
| | Veterinarian | 1.75 | 81,213 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1.75 | 81,213 |
| 511125 | SALARIES-REGULAR EMPLOYEES (part time) | | | | | | | | | | | | |
| | Assist. Research Coordinator | 0.25 | 6,864 | 0 | 0 | 0.34 | 9,393 | 0.41 | 10,000 | 1.00 | 26,257 | 1.00 | 26,257 |
| 511221 | WAGES-REGULAR EMPLOYEES (full time) | | | | | | | | | | | | |
| | Administrative Support Assistant C | 1.00 | 24,868 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1.00 | 24,868 |
| | Records Specialist | 1.00 | 33,345 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1.00 | 33,345 |
| 511225 | WAGES-REGULAR EMPLOYEES (part time) | | | | | | | | | | | | |
| | Management Intern | 0.17 | 3,408 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.17 | 3,408 |
| | Animal Hospital Attendant | 0.70 | 15,376 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.70 | 15,376 |
| | Program Assistant 1 | 0.50 | 11,077 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.50 | 11,077 |
| 511235 | WAGES-TEMPORARY EMPLOYEES (part time) | | | | | | | | | | | | |
| | Program Assistant 2 | | 0 | 0 | 0 | 0.08 | 2,091 | 0 | 0 | 0 | 0.08 | 2,091 | 2,091 |
| | Administrative Support Asst. - Secretary | | 0 | 0 | 0 | 0.08 | 1,637 | 0 | 0 | 0 | 0.08 | 1,637 | 1,637 |
| 511321 | REPRESENTED 483-REGULAR EMPLOYEES (full time) | | | | | | | | | | | | |
| | Nutrition Technician | 1.00 | 29,754 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1.00 | 29,754 |
| | Senior Animal Keeper | 7.00 | 219,825 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7.00 | 219,825 |
| | Animal Keeper | 26.75 | 798,475 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 26.75 | 798,475 |
| 511325 | REPRESENTED 483-REGULAR EMPLOYEES (part time) | | | | | | | | | | | | |
| | Animal Keeper-PT | 2.00 | 59,508 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2.00 | 59,508 |
| 511335 | REPRESENTED 483-TEMPORARY EMPLOYEES (part time) | | | | | | | | | | | | |
| | Animal Keeper | 0.25 | 6,384 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.25 | 6,384 |
| 511400 | OVERTIME | | 67,600 | | 0 | | 0 | | 0 | | 0 | | 67,600 |
| 512000 | FRINGE | | 613,220 | | 14,580 | | 0 | | 5,379 | | 4,100 | | 637,279 |
| Total Personal Services | | 46.37 | 2,163,013 | 0.00 | 14,580 | 0.00 | 0 | 0.50 | 18,500 | 0.41 | 14,100 | 47.28 | 2,210,193 |

**Exhibit A
Ordinance No. 94-545**

| FISCAL YEAR 1993-94 | | REVISIONS | | | | | | | | | | PROPOSED BUDGET | |
|---|--|----------------|----------------|------------------|------------------|----------------------------------|-------------|---------------|---------------|-------------------|---------------|-----------------|--|
| | | CURRENT BUDGET | | PERS CALCULATION | | OREGON LABORERS TRUST SETTLEMENT | | MURDOCK GRANT | | OPERATIONAL NEEDS | | | |
| ACCT # | DESCRIPTION | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT |
| ZOO OPERATING FUND:Animal Management | | | | | | | | | | | | | |
| <u>Materials & Services</u> | | | | | | | | | | | | | |
| 521100 | Office Supplies | | 1,000 | | 0 | | 0 | | 100 | | 0 | | 1,100 |
| 521111 | Computer Supplies | | 1,100 | | 0 | | 0 | | 1,000 | | 0 | | 2,100 |
| 521230 | Vet & Medical Supplies | | 83,500 | | 0 | | 0 | | 0 | | 0 | | 83,500 |
| 521260 | Printing Supplies | | 550 | | 0 | | 0 | | 50 | | 0 | | 600 |
| 521270 | Animal Food | | 211,000 | | 0 | | 0 | | 0 | | 0 | | 211,000 |
| 521290 | Other Supplies | | 70,490 | | 0 | | 0 | | 750 | | 0 | | 71,240 |
| 521292 | Small Tools | | 4,500 | | 0 | | 0 | | 0 | | 0 | | 4,500 |
| 521310 | Subscriptions & Publications | | 2,500 | | 0 | | 0 | | 50 | | 0 | | 2,550 |
| 521320 | Dues | | 3,680 | | 0 | | 0 | | 0 | | 2,500 | | 6,180 |
| 524190 | Misc. Professional Services | | 7,700 | | 0 | | 0 | | 4,250 | | 0 | | 11,950 |
| 525640 | M&R-Equipment(Contract/Agreement) | | 2,500 | | 0 | | 0 | | 0 | | 0 | | 2,500 |
| 525710 | Equipment Rental | | 4,000 | | 0 | | 0 | | 0 | | 0 | | 4,000 |
| 526310 | Printing Services | | 2,500 | | 0 | | 0 | | 0 | | 0 | | 2,500 |
| 526420 | Postage | | 0 | | 0 | | 0 | | 500 | | 0 | | 500 |
| 526500 | Travel | | 19,000 | | 0 | | 0 | | 200 | | 4,300 | | 23,500 |
| 526800 | Training, Tuition, Conferences | | 2,050 | | 0 | | 0 | | 0 | | 0 | | 2,050 |
| 526910 | Uniform Supply & Cleaning | | 20,500 | | 0 | | 0 | | 0 | | 0 | | 20,500 |
| 528100 | License, Permits, Payments to Other Agencies | | 500 | | 0 | | 0 | | 0 | | 0 | | 500 |
| 529500 | Meetings | | 0 | | 0 | | 0 | | 0 | | 19,352 | | 19,352 |
| 529700 | Animal Purchases | | 67,700 | | 0 | | 0 | | 0 | | 0 | | 67,700 |
| Total Materials & Services | | | 504,770 | | 0 | | 0 | | 6,900 | | 26,152 | | 537,822 |
| <u>Capital Outlay</u> | | | | | | | | | | | | | |
| 571400 | Purchases-Equipment & Vehicles | | 146,841 | | 0 | | 0 | | 0 | | 0 | | 146,841 |
| 571500 | Purchases-Office Furniture & Equipment | | 5,750 | | 0 | | 0 | | 2,000 | | 0 | | 7,750 |
| Total Capital Outlay | | | 152,591 | | 0 | | 0 | | 2,000 | | 0 | | 154,591 |
| TOTAL EXPENDITURES | | | 46.37 | | 2,820,374 | | 0.00 | | 14,580 | | 0.00 | | 0 0.50 27,400 0.41 40,252 47.28 2,902,606 |

**Exhibit A
Ordinance No. 94-545**

| FISCAL YEAR 1993-94 | CURRENT BUDGET | REVISIONS | | | | | | | | | | PROPOSED BUDGET | |
|---|---|------------------|------------------|----------------------------------|---------------|---------------|---------------|-------------------|----------|-------------|----------|-----------------|------------------|
| | | PERS CALCULATION | | OREGON LABORERS TRUST SETTLEMENT | | MURDOCK GRANT | | OPERATIONAL NEEDS | | | | | |
| ACCT # | DESCRIPTION | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT |
| ZOO OPERATING FUND:Facilities Management | | | | | | | | | | | | | |
| <i>Personal Services</i> | | | | | | | | | | | | | |
| 511121 | SALARIES-REGULAR EMPLOYEES (full time) | | | | | | | | | | | | |
| | Managers | 1.00 | 48,693 | | 0 | | 0 | | 0 | | 0 | 1.00 | 48,693 |
| | Program Supervisor | 1.00 | 37,559 | | 0 | | 0 | | 0 | | 0 | 1.00 | 37,559 |
| | Service Supervisor | 1.00 | 35,475 | | 0 | | 0 | | 0 | | 0 | 1.00 | 35,475 |
| 511221 | WAGES-REGULAR EMPLOYEES (full time) | | | | | | | | | | | | |
| | Administrative Secretary | 1.00 | 29,670 | | 0 | | 0 | | 0 | | 0 | 1.00 | 29,670 |
| 511225 | WAGES-REGULAR EMPLOYEES (part time) | | | | | | | | | | | | |
| | Secretary | 0.77 | 14,727 | | 0 | | 0 | | 0 | | 0 | 0.77 | 14,727 |
| 511321 | REPRESENTED 483-REGULAR EMPLOYEES (full time) | | | | | | | | | | | | |
| | Maintenance Worker 3 | 1.00 | 32,416 | | 0 | | 0 | | 0 | | 0 | 1.00 | 32,416 |
| | Maintenance Technician | 1.00 | 35,329 | | 0 | | 0 | | 0 | | 0 | 1.00 | 35,329 |
| | Maintenance Worker 2 | 6.00 | 182,067 | | 0 | | 0 | | 0 | | 0 | 6.00 | 182,067 |
| | Maintenance Worker 1 | 9.00 | 250,651 | | 0 | | 0 | | 0 | | 0 | 9.00 | 250,651 |
| | Senior Gardener | 1.00 | 34,118 | | 0 | | 0 | | 0 | | 0 | 1.00 | 34,118 |
| | Gardener 2 | 1.00 | 30,109 | | 0 | | 0 | | 0 | | 0 | 1.00 | 30,109 |
| | Gardener 1 | 6.00 | 163,368 | | 0 | | 0 | | 0 | | 0 | 6.00 | 163,368 |
| | Maintenance Lead | 1.00 | 36,958 | | 0 | | 0 | | 0 | | 0 | 1.00 | 36,958 |
| | Master Mechanic | 1.00 | 36,958 | | 0 | | 0 | | 0 | | 0 | 1.00 | 36,958 |
| | Maintenance Electrician | 1.00 | 42,637 | | 0 | | 0 | | 0 | | 0 | 1.00 | 42,637 |
| 511325 | REPRESENTED 483-REGULAR EMPLOYEES (part time) | | | | | | | | | | | | |
| | Maintenance Worker 3-PT | 0.35 | 11,123 | | 0 | | 0 | | 0 | | 0 | 0.35 | 11,123 |
| | Maintenance Worker 2-PT | 1.97 | 59,315 | | 0 | | 0 | | 0 | | 0 | 1.97 | 59,315 |
| | Maintenance Worker 1-PT | 0.37 | 10,074 | | 0 | | 0 | | 0 | | 0 | 0.37 | 10,074 |
| 511335 | REPRESENTED 483-TEMPORARY EMPLOYEES (part time) | | | | | | | | | | | | |
| | Laborer | 1.61 | 34,827 | | 0 | | 0 | | 0 | | 0 | 1.61 | 34,827 |
| | Maintenance Worker 3 | 1.24 | 35,290 | | 0 | | 0 | | 0 | | 0 | 1.24 | 35,290 |
| | Maintenance Worker 2 | 0.20 | 5,349 | | 0 | | 0 | | 0 | | 0 | 0.20 | 5,349 |
| | Maintenance Worker 1 | 1.55 | 38,060 | | 0 | | 0 | | 0 | | 0 | 1.55 | 38,060 |
| 511400 | OVERTIME | | 44,353 | | 0 | | 0 | | 0 | | 0 | | 44,353 |
| 512000 | FRINGE | | 486,603 | | 10,590 | | 79,097 | | 0 | | 0 | | 576,290 |
| Total Personal Services | | 40.06 | 1,735,729 | 0.00 | 10,590 | 0.00 | 79,097 | 0.00 | 0 | 0.00 | 0 | 40.06 | 1,825,416 |
| Total Materials & Services | | | 1,356,725 | | 0 | | 0 | | 0 | | 0 | | 1,356,725 |
| Total Capital Outlay | | | 97,295 | | 0 | | 0 | | 0 | | 0 | | 97,295 |
| TOTAL EXPENDITURES | | 40.06 | 3,189,749 | 0.00 | 10,590 | 0.00 | 79,097 | 0.00 | 0 | 0.00 | 0 | 40.06 | 3,279,436 |

**Exhibit A
Ordinance No. 94-545**

| FISCAL YEAR 1993-94 | | REVISIONS | | | | | | | | | | PROPOSED BUDGET | |
|--|---|----------------|----------------|------------------|--------------|----------------------------------|----------|---------------|----------|-------------------|----------|-----------------|----------------|
| | | CURRENT BUDGET | | PERS CALCULATION | | OREGON LABORERS TRUST SETTLEMENT | | MURDOCK GRANT | | OPERATIONAL NEEDS | | | |
| ACCT # | DESCRIPTION | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT |
| ZOO OPERATING FUND:Education Services | | | | | | | | | | | | | |
| <i>Personal Services</i> | | | | | | | | | | | | | |
| 511121 | SALARIES-REGULAR EMPLOYEES (full time) | | | | | | | | | | | | |
| | Senior Program Supervisor | 1.00 | 49,298 | | 0 | | 0 | | 0 | | 0 | 1.00 | 49,298 |
| | Associate Program Supervisor | 1.00 | 45,706 | | 0 | | 0 | | 0 | | 0 | 1.00 | 45,706 |
| | Program Coordinator | 2.00 | 67,881 | | 0 | | 0 | | 0 | | 0 | 2.00 | 67,881 |
| | Volunteer Coordinator | 1.00 | 37,897 | | 0 | | 0 | | 0 | | 0 | 1.00 | 37,897 |
| 511221 | WAGES-REGULAR EMPLOYEES (full time) | | | | | | | | | | | | |
| | Administrative Secretary | 1.00 | 26,852 | | 0 | | 0 | | 0 | | 0 | 1.00 | 26,852 |
| | Program Assistant 2 | 1.00 | 29,670 | | 0 | | 0 | | 0 | | 0 | 1.00 | 29,670 |
| | Program Assistant 1 | 2.00 | 47,794 | | 0 | | 0 | | 0 | | 0 | 2.00 | 47,794 |
| 511235 | WAGES-TEMPORARY EMPLOYEES (part time) | | | | | | | | | | | | |
| | Education Service Aide I | 8.52 | 140,920 | | 0 | | 0 | | 0 | | 0 | 8.52 | 140,920 |
| | Education Service Aide II | 0.65 | 12,935 | | 0 | | 0 | | 0 | | 0 | 0.65 | 12,935 |
| 511335 | REPRESENTED 483-TEMPORARY EMPLOYEES (part time) | | | | | | | | | | | | |
| 511400 | OVERTIME | | 16,224 | | 0 | | 0 | | 0 | | 0 | | 16,224 |
| 512000 | FRINGE | | 140,748 | | 2,971 | | 0 | | 0 | | 0 | | 143,719 |
| Total Personal Services | | 18.17 | 615,925 | 0.00 | 2,971 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 18.17 | 618,896 |
| Total Materials & Services | | | 224,349 | | 0 | | 0 | | 0 | | 0 | | 224,349 |
| Total Capital Outlay | | | 31,600 | | 0 | | 0 | | 0 | | 0 | | 31,600 |
| TOTAL EXPENDITURES | | 18.17 | 871,874 | 0.00 | 2,971 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 18.17 | 874,845 |

**Exhibit A
Ordinance No. 94-545**

| FISCAL YEAR 1993-94 | | REVISIONS | | | | | | | | | | PROPOSED BUDGET | |
|-------------------------------------|---|----------------|----------------|------------------|--------------|----------------------------------|----------|---------------|----------|-------------------|--------------|-----------------|----------------|
| | | CURRENT BUDGET | | PERS CALCULATION | | OREGON LABORERS TRUST SETTLEMENT | | MURDOCK GRANT | | OPERATIONAL NEEDS | | | |
| ACCT # | DESCRIPTION | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT |
| ZOO OPERATING FUND:Marketing | | | | | | | | | | | | | |
| | <u>Personal Services</u> | | | | | | | | | | | | |
| 511121 | SALARIES-REGULAR EMPLOYEES (full time) | | | | | | | | | | | | |
| | Senior Program Supervisor | 1.00 | 53,620 | | 0 | | 0 | | 0 | | 0 | 1.00 | 53,620 |
| | Assoc. Pub. Affairs Specialist | 1.00 | 41,781 | | 0 | | 0 | | 0 | | 0 | 1.00 | 41,781 |
| | Asst. Pub. Affairs Specialist | 1.00 | 37,897 | | 0 | | 0 | | 0 | | 0 | 1.00 | 37,897 |
| | Event Technician | 1.00 | 30,255 | | 0 | | 0 | | 0 | | 0 | 1.00 | 30,255 |
| 511225 | WAGES-REGULAR EMPLOYEES (part time) | | | | | | | | | | | | |
| | Program Assistant 1 | 0.50 | 13,071 | | 0 | | 0 | | 0 | | 0 | 0.50 | 13,071 |
| | Educational Service Aide 2 | 0.50 | 10,241 | | 0 | | 0 | | 0 | | 0 | 0.50 | 10,241 |
| | Secretary | 0.75 | 14,345 | | 0 | | 0 | | 0 | | 0 | 0.75 | 14,345 |
| 511235 | WAGES-TEMPORARY EMPLOYEES (part time) | | | | | | | | | | | | |
| | Education Service Aide II | 0.34 | 6,191 | | 0 | | 0 | | 0 | (0.14) | (2,437) | 0.20 | 3,754 |
| 511335 | REPRESENTED 483-TEMPORARY EMPLOYEES (part time) | | | | | | | | | | | | |
| | Laborer | 0.48 | 10,383 | | 0 | | 0 | | 0 | 0.20 | 7,024 | 0.68 | 17,407 |
| 512000 | FRINGE | | 85,325 | | 1,734 | | 0 | | 0 | | 505 | | 87,564 |
| Total Personal Services | | 6.57 | 303,109 | 0.00 | 1,734 | 0.00 | 0 | 0.00 | 0 | 0.06 | 5,092 | 6.63 | 309,935 |

**Exhibit A
Ordinance No. 94-545**

| FISCAL YEAR 1993-94 | | REVISIONS | | | | | | | | | | PROPOSED BUDGET | |
|---------------------------------------|--|----------------|----------------|------------------|--------------|----------------------------------|----------|---------------|----------|-------------------|---------------|-----------------|----------------|
| | | CURRENT BUDGET | | PERS CALCULATION | | OREGON LABORERS TRUST SETTLEMENT | | MURDOCK GRANT | | OPERATIONAL NEEDS | | | |
| ACCT # | DESCRIPTION | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT |
| ZOO OPERATING FUND:Marketing | | | | | | | | | | | | | |
| <u>Materials & Services</u> | | | | | | | | | | | | | |
| 521100 | Office Supplies | | 1,850 | | 0 | | 0 | | 0 | | 0 | | 1,850 |
| 521111 | Computer Supplies | | 2,400 | | 0 | | 0 | | 0 | | 0 | | 2,400 |
| 521290 | Other Supplies | | 8,000 | | 0 | | 0 | | 0 | | 0 | | 8,000 |
| 521293 | Promotion Supplies | | 77,735 | | 0 | | 0 | | 0 | | 500 | | 78,235 |
| 521310 | Subscriptions | | 2,460 | | 0 | | 0 | | 0 | | 0 | | 2,460 |
| 521320 | Dues | | 1,290 | | 0 | | 0 | | 0 | | 0 | | 1,290 |
| 524130 | Promotional Services | | 76,830 | | 0 | | 0 | | 0 | | 0 | | 76,830 |
| 524190 | Misc. Professional Services | | 237,075 | | 0 | | 0 | | 0 | | 1,000 | | 238,075 |
| 525640 | M&R-Equipment(Contract/Agreement) | | 4,780 | | 0 | | 0 | | 0 | | 0 | | 4,780 |
| 525710 | Equipment Rental | | 6,580 | | 0 | | 0 | | 0 | | 0 | | 6,580 |
| 525731 | Operating Lease Payments-Building | | 18,000 | | 0 | | 0 | | 0 | | 0 | | 18,000 |
| 526200 | Ads & Legal Notices | | 65,950 | | 0 | | 0 | | 0 | | 3,000 | | 68,950 |
| 526310 | Printing Services | | 94,213 | | 0 | | 0 | | 0 | | 1,000 | | 95,213 |
| 526320 | Typesetting & Reprographics Services | | 5,500 | | 0 | | 0 | | 0 | | 0 | | 5,500 |
| 526440 | Delivery Service | | 850 | | 0 | | 0 | | 0 | | 0 | | 850 |
| 526500 | Travel | | 6,880 | | 0 | | 0 | | 0 | | 0 | | 6,880 |
| 526700 | Temporary Help Services | | 1,440 | | 0 | | 0 | | 0 | | 0 | | 1,440 |
| 526800 | Training, Tuition, Conferences | | 1,705 | | 0 | | 0 | | 0 | | 0 | | 1,705 |
| 526910 | Uniform Supply & Cleaning | | 525 | | 0 | | 0 | | 0 | | 0 | | 525 |
| 528100 | License, Permits, Payments to Other Agencies | | 2,370 | | 0 | | 0 | | 0 | | 0 | | 2,370 |
| 529500 | Meetings | | 1,150 | | 0 | | 0 | | 0 | | 0 | | 1,150 |
| 529800 | Miscellaneous | | 300 | | 0 | | 0 | | 0 | | 0 | | 300 |
| Total Materials & Services | | | 617,883 | | 0 | | 0 | | 0 | | 5,500 | | 623,383 |
| Total Capital Outlay | | | 7,170 | | 0 | | 0 | | 0 | | 0 | | 7,170 |
| TOTAL EXPENDITURES | | 6.57 | 928,162 | 0.00 | 1,734 | 0.00 | 0 | 0.00 | 0 | 0.06 | 10,592 | 6.63 | 940,488 |

**Exhibit A
Ordinance No. 94-545**

| FISCAL YEAR 1993-94 | | REVISIONS | | | | | | | | | | | |
|--|---|----------------|------------------|------------------|--------------|----------------------------------|----------|---------------|----------|-------------------|----------|-----------------|------------------|
| | | CURRENT BUDGET | | PERS CALCULATION | | OREGON LABORERS TRUST SETTLEMENT | | MURDOCK GRANT | | OPERATIONAL NEEDS | | PROPOSED BUDGET | |
| ACCT # | DESCRIPTION | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT |
| ZOO OPERATING FUND:Visitor Services | | | | | | | | | | | | | |
| <u>Personal Services</u> | | | | | | | | | | | | | |
| 511121 | SALARIES-REGULAR EMPLOYEES (full time) | | | | | | | | | | | | |
| | Managers | 1.00 | 52,743 | | 0 | | 0 | | 0 | | 0 | 1.00 | 52,743 |
| | Senior Service Supervisor | 2.00 | 86,903 | | 0 | | 0 | | 0 | | 0 | 2.00 | 86,903 |
| | Associate Service Supervisor | 6.65 | 185,110 | | 0 | | 0 | | 0 | | 0 | 6.65 | 185,110 |
| | Catering Coordinator | 1.00 | 29,545 | | 0 | | 0 | | 0 | | 0 | 1.00 | 29,545 |
| 511221 | WAGES-REGULAR EMPLOYEES (full time) | | | | | | | | | | | | |
| | Administrative Secretary | 1.00 | 26,935 | | 0 | | 0 | | 0 | | 0 | 1.00 | 26,935 |
| 511225 | WAGES-REGULAR EMPLOYEES (part time) | | | | | | | | | | | | |
| | Office Assistant | 0.75 | 11,792 | | 0 | | 0 | | 0 | | 0 | 0.75 | 11,792 |
| | Secretary | 0.75 | 19,184 | | 0 | | 0 | | 0 | | 0 | 0.75 | 19,184 |
| | Food Service/Retail Specialist | 0.90 | 21,686 | | 0 | | 0 | | 0 | | 0 | 0.90 | 21,686 |
| | Visitor Service Worker 3-reg | 5.00 | 82,601 | | 0 | | 0 | | 0 | | 0 | 5.00 | 82,601 |
| | Visitor Service Worker 1-reg | 0.50 | 9,563 | | 0 | | 0 | | 0 | | 0 | 0.50 | 9,563 |
| 511241 | WAGES-SEASONAL EMPLOYEES | | | | | | | | | | | | |
| | Visitor Service Worker 3-temp | 1.25 | 16,965 | | 0 | | 0 | | 0 | | 0 | 1.25 | 16,965 |
| | Visitor Service Worker 2-temp | 9.50 | 136,868 | | 0 | | 0 | | 0 | | 0 | 9.50 | 136,868 |
| | Visitor Service Worker 1-temp | 23.25 | 279,140 | | 0 | | 0 | | 0 | | 0 | 23.25 | 279,140 |
| 511321 | REPRESENTED 483-REGULAR EMPLOYEES (full time) | | | | | | | | | | | | |
| | Typist/Receptionist-reg | 1.00 | 21,486 | | 0 | | 0 | | 0 | | 0 | 1.00 | 21,486 |
| 511325 | REPRESENTED 483-REGULAR EMPLOYEES (part time) | | | | | | | | | | | | |
| | Typist/Receptionist Reg.(Part Time) | 2.25 | 48,342 | | 0 | | 0 | | 0 | | 0 | 2.25 | 48,342 |
| 511335 | REPRESENTED 483-TEMPORARY EMPLOYEES (part time) | | | | | | | | | | | | |
| | Typist/Receptionist-temp | 1.60 | 30,602 | | 0 | | 0 | | 0 | | 0 | 1.60 | 30,602 |
| | Stationmaster-temp | 2.20 | 52,275 | | 0 | | 0 | | 0 | | 0 | 2.20 | 52,275 |
| 512000 | FRINGE | | 356,277 | | 5,782 | | 0 | | 0 | | 0 | | 362,059 |
| Total Personal Services | | 60.60 | 1,486,737 | 0.00 | 5,782 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 60.60 | 1,492,519 |
| Total Materials & Services | | | 1,387,870 | | 0 | | 0 | | 0 | | 0 | | 1,387,870 |
| Total Capital Outlay | | | 79,300 | | 0 | | 0 | | 0 | | 0 | | 79,300 |
| TOTAL EXPENDITURES | | 60.60 | 2,953,907 | 0.00 | 5,782 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 60.60 | 2,959,689 |

**Exhibit A
Ordinance No. 94-545**

| FISCAL YEAR 1993-94 | | REVISIONS | | | | | | | | | | PROPOSED BUDGET | |
|---|--|----------------|----------------|------------------|--------------|----------------------------------|----------|---------------|----------|-------------------|----------|-----------------|----------------|
| | | CURRENT BUDGET | | PERS CALCULATION | | OREGON LABORERS TRUST SETTLEMENT | | MURDOCK GRANT | | OPERATIONAL NEEDS | | | |
| ACCT # | DESCRIPTION | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT |
| ZOO OPERATING FUND:Design Services | | | | | | | | | | | | | |
| <i>Personal Services</i> | | | | | | | | | | | | | |
| 511121 | SALARIES-REGULAR EMPLOYEES (full time) | | | | | | | | | | | | |
| | Associate Program Supervisor | 1.00 | 46,228 | | 0 | | 0 | | 0 | | 0 | 1.00 | 46,228 |
| | Graphics/Exhibit Designer | 1.00 | 34,348 | | 0 | | 0 | | 0 | | 0 | 1.00 | 34,348 |
| | Project Coordinator | 1.00 | 38,377 | | 0 | | 0 | | 0 | | 0 | 1.00 | 38,377 |
| 511125 | SALARIES-REGULAR EMPLOYEES (part time) | | | | | | | | | | | | |
| | Graphics/Exhibit Designer | 1.00 | 34,348 | | 0 | | 0 | | 0 | | 0 | 1.00 | 34,348 |
| 511221 | WAGES-REGULAR EMPLOYEES (full time) | | | | | | | | | | | | |
| | Program Assistant 2-Graphics | 1.00 | 29,670 | | 0 | | 0 | | 0 | | 0 | 1.00 | 29,670 |
| 511225 | WAGES-REGULAR EMPLOYEES (part time) | | | | | | | | | | | | |
| | Administrative Secretary | 0.75 | 23,506 | | 0 | | 0 | | 0 | | 0 | 0.75 | 23,506 |
| | Program Assistant 2-Graphics | 0.50 | 11,630 | | 0 | | 0 | | 0 | | 0 | 0.50 | 11,630 |
| 511400 | OVERTIME | | 1,664 | | 0 | | 0 | | 0 | | 0 | | 1,664 |
| 512000 | FRINGE | | 93,969 | | 1,960 | | 0 | | 0 | | 0 | | 95,929 |
| Total Personal Services | | 6.25 | 313,740 | 0.00 | 1,960 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 6.25 | 315,700 |

Exhibit A
Ordinance No. 94-545

| FISCAL YEAR 1993-94 | | REVISIONS | | | | | | | | | | PROPOSED BUDGET | |
|---|--|----------------|----------------|------------------|--------------|----------------------------------|----------|---------------|----------|-------------------|---------------|-----------------|----------------|
| | | CURRENT BUDGET | | PERS CALCULATION | | OREGON LABORERS TRUST SETTLEMENT | | MURDOCK GRANT | | OPERATIONAL NEEDS | | | |
| ACCT # | DESCRIPTION | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT |
| ZOO OPERATING FUND:Design Services | | | | | | | | | | | | | |
| <u>Materials & Services</u> | | | | | | | | | | | | | |
| 521100 | Office Supplies | | 600 | | 0 | | 0 | | 0 | | 0 | | 600 |
| 521110 | Computer Software | | 2,636 | | 0 | | 0 | | 0 | | 0 | | 2,636 |
| 521111 | Computer Supplies | | 800 | | 0 | | 0 | | 0 | | 0 | | 800 |
| 521240 | Graphics/Reprographic Supplies | | 31,200 | | 0 | | 0 | | 0 | | 0 | | 31,200 |
| 521260 | Printing Supplies | | 416 | | 0 | | 0 | | 0 | | 0 | | 416 |
| 521290 | Other Supplies | | 360 | | 0 | | 0 | | 0 | | 19,350 | | 19,710 |
| 521292 | Small Tools | | 260 | | 0 | | 0 | | 0 | | 0 | | 260 |
| 521310 | Subscriptions & Publications | | 815 | | 0 | | 0 | | 0 | | 0 | | 815 |
| 521320 | Dues | | 365 | | 0 | | 0 | | 0 | | 0 | | 365 |
| 521540 | Maintenance & Repairs Supplies-Equipment | | 6,032 | | 0 | | 0 | | 0 | | 0 | | 6,032 |
| 524190 | Misc. Professional Services | | 38,000 | | 0 | | 0 | | 0 | | 5,650 | | 43,650 |
| 525640 | M&R-Equipment(Contract/Agreement) | | 5,684 | | 0 | | 0 | | 0 | | 0 | | 5,684 |
| 525710 | Equipment Rental | | 444 | | 0 | | 0 | | 0 | | 0 | | 444 |
| 526310 | Printing Services | | 3,408 | | 0 | | 0 | | 0 | | 10,000 | | 13,408 |
| 526320 | Typesetting & Reprographics Services | | 6,300 | | 0 | | 0 | | 0 | | 0 | | 6,300 |
| 526440 | Delivery Service | | 104 | | 0 | | 0 | | 0 | | 0 | | 104 |
| 526500 | Travel | | 2,394 | | 0 | | 0 | | 0 | | 0 | | 2,394 |
| 526700 | Temporary Help Services | | 2,600 | | 0 | | 0 | | 0 | | 0 | | 2,600 |
| 526800 | Training, Tuition, Conferences | | 2,900 | | 0 | | 0 | | 0 | | 0 | | 2,900 |
| 526900 | Miscellaneous Other Professional Services | | 5,200 | | 0 | | 0 | | 0 | | 0 | | 5,200 |
| 526910 | Uniform Supply & Cleaning | | 187 | | 0 | | 0 | | 0 | | 0 | | 187 |
| 528100 | License, Permits, Payments to Other Agencies | | 1,520 | | 0 | | 0 | | 0 | | 0 | | 1,520 |
| 529500 | Meetings | | 100 | | 0 | | 0 | | 0 | | 0 | | 100 |
| 529800 | Miscellaneous | | 270 | | 0 | | 0 | | 0 | | 0 | | 270 |
| Total Materials & Services | | | 112,595 | | 0 | | 0 | | 0 | | 35,000 | | 147,595 |
| Total Capital Outlay | | | 401,225 | | 0 | | 0 | | 0 | | 0 | | 401,225 |
| TOTAL EXPENDITURES | | 6.25 | 827,560 | 0.00 | 1,960 | 0.00 | 0 | 0.00 | 0 | 0.00 | 35,000 | 6.25 | 864,520 |

**Exhibit A
Ordinance No. 94-545**

| FISCAL YEAR 1993-94 | | REVISIONS | | | | | | | | | | PROPOSED BUDGET | |
|---|--|----------------|-------------------|------------------|-----------------|----------------------------------|-----------------|---------------|-----------------|-------------------|-----------------|-----------------|-------------------|
| | | CURRENT BUDGET | | PERS CALCULATION | | OREGON LABORERS TRUST SETTLEMENT | | MURDOCK GRANT | | OPERATIONAL NEEDS | | | |
| ACCT # | DESCRIPTION | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT |
| ZOO OPERATING FUND:General Expenses | | | | | | | | | | | | | |
| <u>Interfund Transfers</u> | | | | | | | | | | | | | |
| 581010 | Trans. Indirect Costs to Gen1 Fund | | 0 | | 0 | | 0 | | 0 | | 0 | | 0 |
| 581610 | Trans. Indirect Costs to Support Svcs. Fund | | 1,048,727 | | 0 | | 0 | | 0 | | 0 | | 1,048,727 |
| 581615 | Trans. Indirect Cost to Risk Mgmt. Fund (liability) | | 97,940 | | 0 | | 0 | | 0 | | 0 | | 97,940 |
| 581615 | Trans. Indirect Cost to Risk Mgmt Fund (Workers' Comp) | | 258,254 | | 0 | | 0 | | 0 | | 0 | | 258,254 |
| 582325 | Trans. Resources to Zoo Cap. Fund | | 434,000 | | 0 | | 0 | | 0 | | 0 | | 434,000 |
| 583615 | Trans. Direct Cost to Insur. Fund-EIL | | 25,000 | | 0 | | 0 | | 0 | | 0 | | 25,000 |
| Total Interfund Transfers | | | 1,863,921 | | 0 | | 0 | | 0 | | 0 | | 1,863,921 |
| <u>Contingency and Unappropriated Balance</u> | | | | | | | | | | | | | |
| 599999 | Contingency | | 598,222 | | (42,110) | | (79,097) | | (27,400) | | (85,844) | | 363,771 |
| 599990 | Unappropriated Balance | | 4,213,862 | | 0 | | 0 | | 0 | | 0 | | 4,213,862 |
| Total Contingency and Unappropriated Balance | | | 4,812,084 | | (42,110) | | (79,097) | | (27,400) | | (85,844) | | 4,577,633 |
| TOTAL EXPENDITURES | | 194.52 | 19,202,118 | 0.00 | 0 | 0.00 | 0 | 0.50 | 0 | 0.47 | 0 | 195.49 | 19,202,118 |

**Exhibit B
Schedule of Appropriations
Ordinance No. 94-545**

| | REVISIONS | | | | | Proposed Appropriation |
|------------------------------|----------------------------------|-----------------------------|---|--------------------------|------------------------------|-----------------------------------|
| | Current Appropriation | PERS Calculation | Oregon Laborers Trust Settlement | Murdock Grant | Operational Needs | |
| ZOO OPERATING FUND | | | | | | |
| Administration | | | | | | |
| Personal Services | 757,850 | 4,493 | 0 | 0 | 0 | 762,343 |
| Materials & Services | 168,537 | 0 | 0 | 0 | 0 | 168,537 |
| Capital Outlay | 8,100 | 0 | 0 | 0 | 0 | 8,100 |
| Subtotal | 934,487 | 4,493 | 0 | 0 | 0 | 938,980 |
| Animal Management | | | | | | |
| Personal Services | 2,163,013 | 14,580 | 0 | 18,500 | 14,100 | 2,210,193 |
| Materials & Services | 504,770 | 0 | 0 | 6,900 | 26,152 | 537,822 |
| Capital Outlay | 152,591 | 0 | 0 | 2,000 | 0 | 154,591 |
| Subtotal | 2,820,374 | 14,580 | 0 | 27,400 | 40,252 | 2,902,606 |
| Facilities Management | | | | | | |
| Personal Services | 1,735,729 | 10,590 | 79,097 | 0 | 0 | 1,825,416 |
| Materials & Services | 1,356,725 | 0 | 0 | 0 | 0 | 1,356,725 |
| Capital Outlay | 97,295 | 0 | 0 | 0 | 0 | 97,295 |
| Subtotal | 3,189,749 | 10,590 | 79,097 | 0 | 0 | 3,279,436 |
| Education Services | | | | | | |
| Personal Services | 615,925 | 2,971 | 0 | 0 | 0 | 618,896 |
| Materials & Services | 224,349 | 0 | 0 | 0 | 0 | 224,349 |
| Capital Outlay | 31,600 | 0 | 0 | 0 | 0 | 31,600 |
| Subtotal | 871,874 | 2,971 | 0 | 0 | 0 | 874,845 |
| Marketing | | | | | | |
| Personal Services | 303,109 | 1,734 | 0 | 0 | 5,092 | 309,935 |
| Materials & Services | 617,883 | 0 | 0 | 0 | 5,500 | 623,383 |
| Capital Outlay | 7,170 | 0 | 0 | 0 | 0 | 7,170 |
| Subtotal | 928,162 | 1,734 | 0 | 0 | 10,592 | 940,488 |
| Visitor Services | | | | | | |
| Personal Services | 1,486,737 | 5,782 | 0 | 0 | 0 | 1,492,519 |
| Materials & Services | 1,387,870 | 0 | 0 | 0 | 0 | 1,387,870 |
| Capital Outlay | 79,300 | 0 | 0 | 0 | 0 | 79,300 |
| Subtotal | 2,953,907 | 5,782 | 0 | 0 | 0 | 2,959,689 |

**Exhibit B
Schedule of Appropriations
Ordinance No. 94-545**

REVISIONS

| | Current Appropriation | PERS Calculation | Oregon Laborers Trust Settlement | Murdock Grant | Operational Needs | Proposed Appropriation |
|---------------------------------------|----------------------------------|-----------------------------|---|--------------------------|------------------------------|-----------------------------------|
| ZOO OPERATING FUND (continued) | | | | | | |
| Design Services | | | | | | |
| Personal Services | 313,740 | 1,960 | 0 | 0 | 0 | 315,700 |
| Materials & Services | 112,595 | 0 | 0 | 0 | 35,000 | 147,595 |
| Capital Outlay | 401,225 | 0 | 0 | 0 | 0 | 401,225 |
| Subtotal | 827,560 | 1,960 | 0 | 0 | 35,000 | 864,520 |
| General Expenses | | | | | | |
| Interfund Transfers | 1,863,921 | 0 | 0 | 0 | 0 | 1,863,921 |
| Contingency | 598,222 | (42,110) | (79,097) | (27,400) | (85,844) | 363,771 |
| Subtotal | 2,462,143 | (42,110) | (79,097) | (27,400) | (85,844) | 2,227,692 |
| Unappropriated Balance | 4,213,862 | 0 | 0 | 0 | 0 | 4,213,862 |
| Total Fund Requirements | 19,202,118 | 0 | 0 | 0 | 0 | 19,202,118 |

All Other Appropriations Remain As Previously Adopted

Meeting Date: April 14, 1994
Agenda Item No. 5.8

ORDINANCE NO. 94-546

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 94-546 FOR THE PURPOSE OF AMENDING FRANCHISE NO. 12 FOR PEMCO, INC. TO AUTHORIZE AN ADDITIONAL TEMPORARY LOCATION FOR TREATMENT OF PETROLEUM CONTAMINATED SOIL AND DECLARING AN EMERGENCY

April 4, 1994

Presented by: Bob Martin
Roosevelt Carter

FACTUAL BACKGROUND AND ANALYSIS

PEMCO, Inc. has two authorized franchises from Metro for processing petroleum contaminated soil (PCS). The first, Franchise NO. 12 was approved in May, 1992 and expires in May 1997. The second, Franchise NO. 15 was recently approved by the Council on March 24, 1994. Franchise NO. 12 has operated at a Metro approved site one mile south of I-84 in the City of Gresham. The newly approved Franchise NO. 15 will operate on a closed portion of the North Marion County Landfill near Woodburn, Oregon.

The present request before the Council is to amend Franchise NO. 12 to authorize a temporary processing site for PCS. This will require an amendment to Section 3.1 of the franchise as provided in the notice and approval requirements in Section 3.2 of the franchise.

The circumstances of the present request are that PEMCO has been asked to provide PCS treatment services to the City of Forest Grove. The location of the petroleum contaminated soil is on the premises of the Forest Grove Aquatic Center at 2300 Sunset Drive in Forest Grove. The Forest Grove Aquatic Center is located in a residential neighborhood and has relatively restricted space available for operation of the PEMCO thermal desorption equipment. On site treatment of the PCS would not require Metro approval, but the preference by the City and the franchisee is to move the soil (*consisting of approximately 300 cubic yards of PCS*) to another City of Forest Grove owned property located approximately 1-mile away from the Aquatic Center (see map, Attachment No. 1).

The applicant has provided a copy of a DEQ Land Use Compatibility Statement that has been issued by the City of Forest Grove. This indicates that the City of Forest Grove requires that the proposed activity comply with general industrial zone standards and erosion control standards for the City of Forest Grove. In addition, contact with City of Forest Grove staff indicates that the City wishes to give full cooperation with the PEMCO project. The City staff noted that the operation will be limited only to remediation of the soil from the Forest Grove Aquatic Center. At such time as the project is completed, the site authorization will terminate. For this reason

staff recommends that the site approval be for a period of approximately three months, to terminate on August 1, 1994 or sooner, if remediation of the soil is complete prior to that date.

Moving the soil in question is consistent with DEQ standards and policies, provided that the remediation is done according to a DEQ approved Treatment Plan. The DEQ will monitor the remediation activities consistent with DEQ requirements for such projects.

Conclusion

Site approval is the only request from the franchisee with regard to the franchise amendment before the Council. The applicant does not seek any other modifications to its existing franchise. The City of Forest Grove supports the project and the City and the applicant desire to move and remediate the soil at the earliest opportunity. For this reason an emergency clause has been added to the ordinance.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Ordinance NO. 94-546.

24 | 19
25 | 30

19 | 20
30 | 29

ROAD

VERBOORT

FAS A683

STAFF REPORT ATTACHMENT NO.1

NEHALEM

Cougar

47

McGIBBON ROAD

ROAD

BEAL

ROAD

25 | 30
36 | 31

30 | 29
31 | 32

CONCORD LN.
WAY
DR.
WILLAMINA LN.
NIGHT LN.

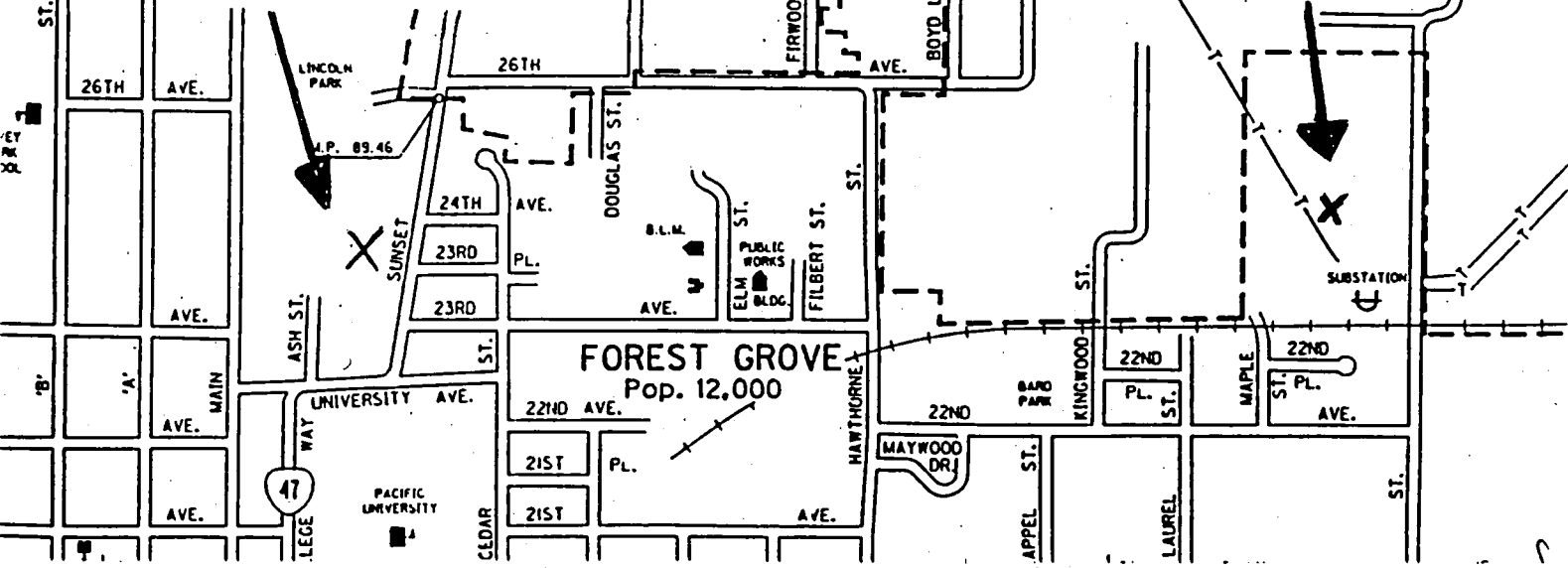
RAYMOND ST.
AVE.

WILLAMINA AVE.

Creek
Van Loo Res.

FOREST GROVE AQUATIC CENTER

TREATMENT SITE



BEFORE THE METRO COUNCIL

| | | |
|----------------------------------|---|--------------------------|
| FOR THE PURPOSE OF AMENDING |) | ORDINANCE NO. 94-546 |
| FRANCHISE NO. 12 FOR PEMCO, INC. |) | |
| TO AUTHORIZE AN ADDITIONAL |) | |
| TEMPORARY LOCATION FOR |) | INTRODUCED BY RENA CUSMA |
| TREATMENT OF PETROLEUM |) | EXECUTIVE OFFICER |
| CONTAMINATED SOIL AND |) | |
| DECLARING AN EMERGENCY |) | |

WHEREAS, PEMCO, Inc. has a Metro Franchise to operate a facility that may process petroleum contaminated soil (PCS) by a thermal desorption process per the terms of Metro Franchise No. 12 issued in May, 1992; and

WHEREAS, PEMCO, Inc. has applied for an amendment to Section 3.1 of its Franchise to authorize an additional temporary PCS treatment site; and

WHEREAS, Allowing this ordinance to take effect immediately is necessary for the public health, safety and welfare of the Metro area because:

1. The franchisee will be able to commence operation sooner than 90 days and will immediately begin to benefit the regional effort to process rather than landfill petroleum contaminated soils.
2. The franchisee would be unreasonably delayed in its ability to commence operation of its facility; and,

WHEREAS, The Ordinance was submitted to the Executive Officer for consideration and was forwarded to the Council for approval; now therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. That the Metro Council authorizes the Executive Officer to enter into the attached Amendment (Exhibit "A") to the Franchise Agreement issued to PEMCO on May 28, 1992, within ten (10) days of the adoption of this Ordinance.
2. This Ordinance being necessary for the immediate preservation of the public health, safety, and welfare, an emergency is declared to exist, and this Ordinance takes effect upon passage.

ADOPTED by the Metro Council this _____ day of _____, 1994.

Judy Wyers, Presiding Officer

EXHIBIT "A"

AMENDMENT

SOLID WASTE FRANCHISE
issued by the
METROPOLITAN SERVICE DISTRICT
2000 S.W. First Avenue
Portland, Oregon 97201-5398
(503) 221-1646

FRANCHISE NUMBER: 12

DATE ISSUED: May 28, 1992

AMENDMENT DATE: _____

EXPIRATION DATE: May 28, 1997

ISSUED TO: PEMCO, INC.

NAME OF FACILITY: PEMCO Mobile Soil Remediation Unit

ADDRESS: PO Box 11569, Portland, OR 97211

LEGAL DESCRIPTION: T1N, R3E, Section 30, NE 181st, 1 mile south of I-84 in
the City of Gresham

CITY, STATE, ZIP: Gresham, Oregon

NAME OF OPERATOR: PEMCO, Inc.

PERSON IN CHARGE: Richard Y. Wayper

ADDRESS: PO Box 11569

CITY, STATE, ZIP: Portland, OR 97211

TELEPHONE NUMBER: (503) 283-2151

This is an amendment to a franchise (herein "Franchise") issued to PEMCO, Inc. on May 28, 1992. This amendment was approved by the Metro Council through passage of Ordinance 94-546, on April __, 1994, and shall be effective on the date on which it has been signed by the Metro Executive Officer and an authorized representative of PEMCO, Inc.

The Franchise is amended by addition of the underlined language shown below. The remainder of the Franchise shall continue in full force and effect.

3. Location of Facility

- 3.1 The franchised Facility is located at T1N, R3E, Section 30, NE 181st, 1 mile south of I-84 in the City of Gresham.

The Franchise shall also have authority to operate the facility at an additional approved treatment location in the City of Forest Grove, more specifically at 1N. 3-32C; Tax Lot 1000, City of Forest Grove, more commonly known as the "Gardiner Substation" property. The approval of this location will terminate on August 1, 1994 or upon completion of remediation of PCS from the City of Forest Grove Aquatic Center, whichever shall be sooner.

- 3.2 The Franchisee intends to move the Facility to another location during the term of this Franchise. Sixty days prior to any such proposed move, Franchisee shall notify Metro, and provide with the notification all information necessary for Metro to evaluate the proposal. If land use approval and/or DEQ approval for the new location have been obtained, Franchisee shall submit copies of such approvals with the notice. If not, the Franchisee shall submit complete copies of the applications to be submitted for land use and DEQ approval. Council approval of the proposed new location shall be required, and additional conditions may be imposed on Franchisee if necessary relative to the new location.

Facility Owner or
Owner's Representative

Rena Cusma, Executive Officer
Metropolitan Service District

Date: _____

Date: _____

Meeting Date: April 14, 1994
Agenda Item No. 6.1

ORDINANCE NO. 94-536

FINANCE COMMITTEE REPORT

ORDINANCE NO. 94-536 REVISING THE FY 1993-94 BUDGET AND APPROPRIATIONS SCHEDULE TO FUND A REQUEST FROM THE NORTH PORTLAND ENHANCEMENT COMMITTEE TO PROVIDE GRANTS FOR A CONSTRUCTION IMPROVEMENT PROJECT AT DELAUNEY FAMILY OF SERVICES AND FOR PROJECT START-UP OF THE MULTNOMAH COMMUNITY DEVELOPMENT CORPORATION; AND DECLARING AN EMERGENCY

Date: April 1, 1994

Presented By: Councilor Hansen

COMMITTEE RECOMMENDATION: At its March 23, 1994 meeting the Committee voted unanimously to recommend Council adoption of Ordinance No. 94-536. Committee members present and voting were Councilors Devlin, Kvistad, McLain, Monroe and Van Bergen. Councilors Buchanan and Gardner were absent.

COMMITTEE DISCUSSION/ISSUES: Mr. Roosevelt Carter, SW Budget and Finance Manager, and Ms. Katie Dowdall, Community Enhancement Coordinator, presented the Staff Report. Mr. Carter explained the ordinance transfers \$85,000 from the Rehabilitation and Enhancement Fund Contingency to the Miscellaneous Professional Services line item in the Materials and Services category for the North Portland Enhancement Committee Account. The purpose of the transfer is to enable the funding of two projects recommended by the North Portland Enhancement Committee. One grant (\$50,000) will go to the Delauney Family of Services for assistance in construction of a new facility in North Portland. The other grant (\$35,000) will go to the Multnomah Community Development Corporation for start-up of a community commercial center benefitting the Portsmouth community of North Portland.

Ms. Dowdall provided background information to the Committee on the North Portland Enhancement Committee (NPEC) including that the Committee was created pursuant to a resolution approved by the Metro Council; and that the Council has also previously approved the criteria utilized by the NPEC in recommending projects to be funded by Metro. In response to a question by Councilor Van Bergen, Ms. Dowdall stated that the money is distributed via a contract between Metro and the grant receiving agency. Councilor Hansen further explained that the money is distributed on a reimbursable basis after terms of the contract are met.

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF ORDINANCE NO. 94-536, AN ORDINANCE AMENDING ORDINANCE NO. 93-487A REVISING THE FY 93-94 BUDGET AND APPROPRIATIONS SCHEDULE FOR THE PURPOSE OF FUNDING A REQUEST FROM THE NORTH PORTLAND ENHANCEMENT COMMITTEE TO PROVIDE GRANTS FROM THE REHABILITATION AND ENHANCEMENT FUND, NORTH PORTLAND ENHANCEMENT ACCOUNT, FOR NEW CONSTRUCTION TO FUND AN IMPROVEMENT PROJECT AT DELAUNY FAMILY OF SERVICES AND FOR PROJECT START-UP OF THE MULTNOMAH COMMUNITY DEVELOPMENT CORPORATION; AND DECLARING AN EMERGENCY

Date: March 17, 1994

Presented by: Councilor Monroe

Committee Recommendation: At the March 15 meeting, the Committee voted 5-0 to recommend Council adoption of Ordinance No. 94-536. Voting in favor: Councilors Hansen, McLain, McFarland, Monroe and Wyers. Councilor Buchanan was absent.

Committee Issues/Discussion: The purpose of this ordinance is to transfer a total of \$85,000 from the contingency for the North Portland (St. Johns Landfill) Enhancement Committee to allow the committee to fund two projects. Since the St. Johns Landfill is now closed no additional funds will be accruing to the North Portland Enhancement Committee. As a result, in recent years, the Committee has generally only allocated the interest on its existing balance (\$1.9 million) to fund new proposed projects.

The enhancement committee has reviewed and determined that the two projects proposed for funding through this ordinance, warrant the transfer of funds from its contingency. The committee is requesting that \$50,000 be given to Delauney Family of Services which operates a child and youth center in North Portland and provides a variety of counseling services. Delauney is in the process of raising funds for a new larger facility. The enhancement committee grant will permit the payment of contractor, architect and other design costs for the new facility. Additional grant and other funding sources will be sought for the remainder of the project costs.

A total of \$35,000 would be given to the Multnomah Community Development Corporation to provide staff and complete a business-development plan for a day care and business complex at Columbia Villa. This funding would also be used to prepare grant applications for other local and federal sources of funding.

Councilor Hansen noted that the reason the emergency clause in the ordinance is to provide funding to Delauney to enable them to seek other funding sources that will only be available during the current fiscal year.

BEFORE THE METRO COUNCIL

AN ORDINANCE AMENDING ORDINANCE)
NO. 93-487A REVISING THE FY 1993-94)
BUDGET AND APPROPRIATIONS)
SCHEDULE FOR THE PURPOSE OF)
FUNDING A REQUEST FROM THE NORTH)
PORTLAND ENHANCEMENT COMMITTEE)
TO PROVIDE GRANTS FROM THE)
REHABILITATION AND ENHANCEMENT)
FUND, NORTH PORTLAND ENHANCEMENT)
ACCOUNT, FOR NEW CONSTRUCTION TO)
FUND AN IMPROVEMENT PROJECT AT)
DELAUNEY FAMILY OF SERVICES AND)
FOR PROJECT START-UP OF THE)
MULTNOMAH COMMUNITY DEVELOPMENT)
CORPORATION; AND DECLARING AN)
EMERGENCY)

ORDINANCE NO. 94-536

Introduced by Rena Cusma,
Executive Officer

WHEREAS, The Metro Council has reviewed and considered the need to transfer appropriations within the FY 1993-94 Budget; and

WHEREAS, The need for a transfer of appropriation has been justified; and

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

THE METRO COUNCIL HEREBY ORDAINS:

1. That Ordinance No. 93-487A, Exhibit B, FY 1993-94 Budget, and Exhibit C, Schedule of Appropriations, are hereby amended as shown in the column titled "Revision" of Exhibits A and B to this Ordinance for the purpose of transferring \$85,000 from the Rehabilitation and Enhancement Fund Contingency to the North Portland Enhancement Account, Materials and Services to provide grants for new construction to fund an improvement project at Delauney Family of Services and for project start up of the Multnomah Community Development Corporation.

2. This Ordinance being necessary for the immediate preservation of the public health, safety and welfare, in order to meet obligations and comply with Oregon Budget Law, an emergency is declared to exist, and this Ordinance takes effect upon passage.

ADOPTED by the Metro Council this _____ day of _____, 1994.

Judy Wyers, Presiding Officer

ATTEST:

Clerk of the Council

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March 2, 1994

**Exhibit A
Ordinance No. 94-536**

| FISCAL YEAR 1993-94 | | CURRENT BUDGET | | REVISION | | PROPOSED BUDGET | |
|---|--|----------------|------------------|----------|-----------------|-----------------|------------------|
| ACCT # | DESCRIPTION | FTE | AMOUNT | FTE | AMOUNT | FTE | AMOUNT |
| Rehabilitation & Enhancement Fund | | | | | | | |
| <u>Materials & Services</u> | | | | | | | |
| NORTH PORTLAND ENHANCEMENT ACCOUNT | | | | | | | |
| 524190 | Misc. Professional Services | | 85,000 | | 85,000 | | 170,000 |
| 526200 | Ads & Legal Notices | | 500 | | 0 | | 500 |
| 526310 | Printing Services | | 700 | | 0 | | 700 |
| 526420 | Postage | | 800 | | 0 | | 800 |
| 526800 | Training, Tuition, and Conferences | | 500 | | 0 | | 500 |
| 529500 | Meetings | | 360 | | 0 | | 360 |
| COMPOSTER ENHANCEMENT ACCOUNT | | | | | | | |
| 524190 | Misc. Professional Services | | 56,000 | | 0 | | 56,000 |
| 526200 | Ads & Legal Notices | | 500 | | 0 | | 500 |
| 526310 | Printing Services | | 500 | | 0 | | 500 |
| 526420 | Postage | | 300 | | 0 | | 300 |
| 529500 | Meetings | | 300 | | 0 | | 300 |
| METRO CENTRAL ENHANCEMENT ACCOUNT | | | | | | | |
| 524190 | Misc. Professional Services | | 330,000 | | 0 | | 330,000 |
| 526200 | Ads & Legal Notices | | 500 | | 0 | | 500 |
| 526310 | Printing Services | | 560 | | 0 | | 560 |
| 526420 | Postage | | 500 | | 0 | | 500 |
| 529500 | Meetings | | 500 | | 0 | | 500 |
| FOREST GROVE ACCOUNT | | | | | | | |
| 528100 | License, Permits, Payments to Other Agencies | | 31,030 | | 0 | | 31,030 |
| OREGON CITY ACCOUNT | | | | | | | |
| 528100 | License, Permits, Payments to Other Agencies | | 178,368 | | 0 | | 178,368 |
| Total Materials & Services | | | 686,918 | | 85,000 | | 771,918 |
| Total Interfund Transfers | | | 39,048 | | 0 | | 39,048 |
| <u>Contingency and Unappropriated Balance</u> | | | | | | | |
| 599999 | Contingency | | 419,533 | | (85,000) | | 334,533 |
| 599990 | Unappropriated Balance | | 1,698,702 | | 0 | | 1,698,702 |
| Total Contingency and Unappropriated Balance | | | 2,118,235 | | (85,000) | | 2,033,235 |
| TOTAL EXPENDITURES | | | 2,844,201 | | 0 | | 2,844,201 |

Exhibit B
FY 1993-94 Schedule of Appropriations
Ordinance No. 94-536

| | <u>Current Appropriation</u> | <u>Revision</u> | <u>Proposed Appropriation</u> |
|--|----------------------------------|-----------------|-----------------------------------|
| REHABILITATION & ENHANCEMENT FUND | | | |
| North Portland Enhancement Account | | | |
| Materials & Services | 87,860 | 85,000 | 172,860 |
| <u>Subtotal</u> | <u>87,860</u> | <u>85,000</u> | <u>172,860</u> |
| Composter Enhancement Account | | | |
| Materials & Services | 57,600 | 0 | 57,600 |
| <u>Subtotal</u> | <u>57,600</u> | <u>0</u> | <u>57,600</u> |
| Metro Central Enhancement Account | | | |
| Materials & Services | 332,060 | 0 | 332,060 |
| <u>Subtotal</u> | <u>332,060</u> | <u>0</u> | <u>332,060</u> |
| Forest Grove Account | | | |
| Materials & Services | 31,030 | 0 | 31,030 |
| <u>Subtotal</u> | <u>31,030</u> | <u>0</u> | <u>31,030</u> |
| Oregon City Account | | | |
| Materials & Services | 178,368 | 0 | 178,368 |
| <u>Subtotal</u> | <u>178,368</u> | <u>0</u> | <u>178,368</u> |
| General Expenses | | | |
| Interfund Transfers | 39,048 | 0 | 39,048 |
| Contingency | 419,533 | (85,000) | 334,533 |
| <u>Subtotal</u> | <u>458,581</u> | <u>(85,000)</u> | <u>373,581</u> |
| Unappropriated Balance | 1,698,702 | 0 | 1,698,702 |
| Total Fund Requirements | 2,844,201 | 0 | 2,844,201 |

All Other Appropriations Remain As Previously Adopted

STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 94-536 AMENDING ORDINANCE NO. 93-487A REVISING THE FY 93-94 BUDGET AND APPROPRIATIONS SCHEDULE WITHIN THE REHABILITATION AND ENHANCEMENT FUND FOR THE PURPOSE OF FUNDING A REQUEST FROM THE NORTH PORTLAND ENHANCEMENT COMMITTEE TO PROVIDE GRANTS FROM THE NORTH PORTLAND ENHANCEMENT ACCOUNT, FOR NEW CONSTRUCTION TO FUND AN IMPROVEMENT PROJECT AT DELAUNEY FAMILY OF SERVICES AND FOR PROJECT START-UP OF THE MULTNOMAH COMMUNITY DEVELOPMENT CORPORATION; AND DECLARING AN EMERGENCY.

Date: March 2, 1994

Presented by: Roosevelt Carter

FACTUAL BACKGROUND AND ANALYSIS

This action requests adjustments to the Rehabilitation and Enhancement Fund, North Portland Enhancement Account, for the following purposes:

1. Transfer of \$50,000 within the Contingency category of the North Portland Enhancement Account to the Materials and Services category of the North Portland Enhancement Account to provide a grant to the Delauney Family of Services for assistance in construction of a new facility in North Portland.
2. Transfer of \$35,000 within the Contingency category of the North Portland Enhancement Account to the Materials and Services category of the North Portland Enhancement Account to provide a grant to the Multnomah Community Development Corporation for start-up of a community commercial center benefiting the Portsmouth community of North Portland.

Each action will be explained separately.

Grant to the Delauney Family of Services

Delauney Family of Services (formerly Delauney Mental Health Services) is a non-profit community service organization that has operated in North Portland for 31 years. Among its services, the organization operates the North Portland Child and Youth Center, which provides a wide range of counseling programs for at-risk youth. The program has outgrown the present facilities and is raising funds to construct a new facility at an estimated cost of \$1.25 million. The organization has requested seed money from the North Portland Enhancement Committee to begin construction of the new facility at North Lombard and Monteith Streets. An installment of \$50,000 is needed this fiscal year to pay contractor's fees, architect and design costs, and to allow Delauney to continue to successfully complete their fund raising campaign.

This project has been determined to meet Criteria No. 8, Are directed to the aid of residents, non-profit corporations and small businesses as defined by the Small Business Administration; and Criteria No. 9, Result in programs such as training opportunities to benefit North Portland youth and elderly.

Grant to the Multnomah Community Development Corporation

The Multnomah Community Development Corporation is a non-profit group organized to generate public and private capital investment in projects and services which foster an environment of self-determination and self-sufficiency for low income communities and individuals. The corporation is undertaking to construct a Community Commercial Center located in Columbia Villa for local ownership and management, and is seeking funds to assist with the project. The organization has requested a grant of \$35,00 for start-up funds from the North Portland Enhancement Committee to provide staff for the project and to complete the partially developed business plan. They will be seeking other assistance from trust funds, businesses, state and federal economic development assistance programs, and others to complete the development, estimated to cost \$1.4 million.

This project has been determined to meet Criteria No. 1, Result in increased employment/economic opportunities for North Portland residents; and Criteria No. 8, Are directed to the aid of residents, non-profit corporations and small businesses as defined by the Small Business Administration.

Rehabilitation and Enhancement funds were established by Metro for the purpose of funding projects that will improve and enhance the designated Enhancement Area. Among the criteria for which funds may be used is programs which benefit youth, and projects which result in economic development. Both of these requests would be for projects physically located within the geographic boundaries of the North Portland Enhancement area. There is \$250,000 allocated in the Contingency category of the North Portland Enhancement Account that would provide the required \$85,000 to fund these grants. The North Portland Enhancement Committee recommends approval of a budget amendment to transfer \$85,000 from Contingency to Materials and Services in the North Portland Enhancement Account of the Rehabilitation and Enhancement Fund, thereby reducing the Contingency category to \$165,000 and increasing Materials and Services to \$172,860.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Ordinance No. 94-536.

JM:clk

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Meeting Date: April 14, 1994
Agenda Item No. 6.2

ORDINANCE NO. 94-533

FINANCE COMMITTEE REPORT

ORDINANCE NO. 94-533 AMENDING METRO CODE SECTIONS 5.02.055 AND 7.01.080 RELATING TO THE COLLECTION OF USER FEES AND EXCISE TAXES FROM FRANCHISED AND OTHER DESIGNATED SOLID WASTE FACILITIES; AND DECLARING AN EMERGENCY

Date: April 1, 1994

Presented By: Councilor McLain

COMMITTEE RECOMMENDATION: At its March 23, 1994 meeting the Committee voted four to one to recommend Council adoption of Ordinance No. 94-533. Committee members voting in favor were Councilors Devlin, Kvistad, McLain, and Monroe. Councilor Van Bergen voted against and Councilors Buchanan and Gardner were absent.

COMMITTEE DISCUSSION/ISSUES: Ms. Jennifer Sims, Finance Director, presented the Staff Report. Ms. Sims indicated the purpose of the ordinance is to make the finance charge policies applied against users of non-Metro solid waste facilities consistent with the policies applied to users of Metro facilities. Currently, Metro facility users are not assessed a finance charge until 45 days after the last usage date of the month and non-Metro facility users are assessed a finance charge within 30 days of the last usage date of the month. Such discrepancy may provide an unfair advantage for the use of Metro facilities.

Councilor Van Bergen expressed concern that the Metro policy of waiting 45 days before assessing a finance charge is too lenient and does not reflect the financial policies of the rest of the community, particularly the business community. In response to a question from Councilor Van Bergen, Ms. Sims indicated this policy change will result in an estimated \$2,000 annual loss of revenue to Metro.

Councilor Kvistad agreed with Councilor Van Bergen and expressed the opinion that finance charges at all facilities should be assessed after 30 days rather than after 45 days. Ms. Sims indicated that the choice of number of days is certainly a policy decision to be made by the Council. Councilor Kvistad suggested staff bring back an analysis of all the issues involved in moving to a 30 day finance charge period for general discussion. Chairman Monroe asked that the Solid Waste Department be made aware that the Committee would be interested in a proposal to move to a uniform 30 days allowance for paying a solid waste bill.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING)
METRO CODE SECTIONS 5.02.055)
AND 7.01.080 RELATING TO THE)
COLLECTION OF USER FEES AND)
EXCISE TAXES FROM FRANCHISED)
AND OTHER DESIGNATED SOLID WASTE)
FACILITIES, AND DECLARING AN)
EMERGENCY)

ORDINANCE NO. 94-533
Introduced by Rena Cusma,
Executive Officer

WHEREAS, On September 9, 1993, the Metro Council adopted Ordinance No. 93-509, standardizing credit policy and payment schedules for franchised and other designated facilities; and

WHEREAS, Ordinance No. 93-509 provided that franchised and other designated facilities must remit user fees and excise taxes charged each month by the 15th day of the following month; and

WHEREAS, Ordinance No. 93-509 also provided that if such fees and taxes were not paid when due, a finance charge would be imposed on the last day of the month, allowing a 30-day period between the month in which the facility assessed the charges and the date on which Metro would impose a finance charge against the facility; and

WHEREAS, Metro allows users of its own facilities a 45-day period before finance charges are imposed; and

WHEREAS, This Ordinance would provide an additional 15 days before imposition of a finance charge against franchised and other designated facilities, for a total of 45 days; and

WHEREAS, For reasons stated in section 3 of this Ordinance, an emergency is declared, and this Ordinance will take effect upon passage; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

Section 1. Metro Code Section 5.02.055 is amended to read:

"5.02.055 Remittance to Metro of User Fees and Other Charges by Franchisees and Other Designated Facilities:

(a) Franchisees and other operators of facilities designated to receive waste under Code Section 5.05.030 shall remit user fees and charges other than excise taxes to Metro as specified in this section.

(b) User fees shall accrue on a monthly basis, and shall be remitted to Metro by the fifteenth day of the month for waste disposed of in the preceding month. User fees and other charges are considered to be delinquent if not received by Metro on or before the due date, by personal delivery to the Metro Department of Finance and Management Information during business hours or, if delivered by mail, by receipt in Metro's mail room. If the due date falls on a holiday or weekend, amounts are delinquent at the end of the first business day that follows.

(c) A finance charge of one and one-half percent shall be assessed on all delinquent user fees and other charges. For user fees, the finance charge shall be assessed on the ~~last fifteenth~~ day of the month ~~following the month~~ in which they are due, and on the ~~last fifteenth~~ day of each month thereafter, until paid. For other charges, the finance charge shall be assessed ~~fifteenth~~ days after the due date, and on the same day of each subsequent month, until paid. Finance charges will be assessed only on unpaid delinquent balances, and not on previously assessed finance charges, and will continue to be assessed on negotiated repayment schedules. Payments will be applied first to finance charges and then to the oldest delinquent amount."

Section 2. Metro Code Section 7.01.080 is amended to read:

7.01.080 Penalties and Finance Charges:

(a) **Fraud.** If the Executive Officer determines that the nonpayment of any remittance due under this Chapter is due to fraud or intent to evade the provisions thereof, a penalty of twenty-five percent (25%) of the amount of the tax shall be added thereto in addition to the penalties stated in paragraphs (a) and (b) of this Section.

(b) **Finance Charges.** In addition to any penalties imposed, a finance charge of one and one-half percent shall be assessed on all delinquent taxes required to be remitted by an operator under this chapter. Finance charges shall be assessed on the ~~last fifteenth~~ day of the month ~~following the month~~ in which taxes are due, and on the ~~last fifteenth~~ day of each month thereafter, until paid. Finance charges will be assessed only on unpaid delinquent balances and penalties, and not on previously assessed finance charges, and will continue to be assessed on negotiated repayment schedules.

(c) **Petition for waiver.** Any operator who fails to remit the tax herein levied within the time herein stated shall pay the penalties and finance charges herein stated, provided, however, the operator may petition the Executive Officer for waiver and refund of the penalties and finance charges or any portion thereof and the Executive Officer may, if a good and sufficient reason is shown, waive and direct a refund of the penalties or finance charges or any portion thereof."

Section 3. This Ordinance is intended to address an undue burden that has been placed on franchised and other designated facilities related to the imposition of finance charges. Because the regional welfare necessitates treating franchised and other designated

facilities in a manner similar to the treatment of credit accounts at Metro facilities, an emergency is declared to exist, and this Ordinance takes effect upon passage.

ADOPTED by the Metro Council this _____ day of _____, 1994.

Judy Wyers, Presiding Officer

ATTEST:

Clerk of the Council

ds
1157

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 94-533 FOR THE PURPOSE OF AMENDING THE METRO CODE SECTIONS 5.02.055 AND 7.01.080 RELATING TO THE COLLECTION OF USER FEES AND EXCISE TAXES FROM FRANCHISED AND OTHER DESIGNATED SOLID WASTE FACILITIES, AND DECLARING AN EMERGENCY

Date: March 2, 1994

Presented by Jennifer Sims

PROPOSED ACTION

This Ordinance amends sections 5.02.055(c) and 7.01.080(b) of the Metro Code relating to remittance of solid waste user fees and excise taxes and the assessment of a finance charge. The purpose is to increase consistency in the collection of user fees and excise taxes.

FACTUAL BACKGROUND AND ANALYSIS

In August of 1993 Ordinance 93-509 amended chapters 5 and 7 of the Metro Code related to the remittance of solid waste user fees and excise taxes to increase consistency of finance charges, terms, and administration of policies with existing credit policy. A copy of the staff report related to that action is attached for your information. The purpose of this Ordinance is to correct a small deficiency in that amended policy that has been pointed out by customers.

The User Fees and Excise Tax are paid by customers that are in some ways competing for the same customers that use our Metro owned facilities. Our customers that use our Solid Waste Disposal facilities are not assessed a finance charge until 45 days after the last usage date in a month. The franchised and other designated facilities are assessed a finance charge within 30 days of the last usage date in a month.

If the franchisees and other designated facilities try to shorten their credit terms to their customers to collect funds in time to pay Metro, their customers may find it more prudent to be a direct Metro customer. This places an undue burden on the franchises and other designated facilities. We are therefore recommending the amendment of the Code to reflect the consistent terms as outlined in the proposed User Fee/Excise Tax.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Ordinance No. 94-533.

JS:KF:kf

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING THE)
METRO CODE RELATING TO THE)
COLLECTION OF USER FEES AND)
EXCISE TAXES FROM FRANCHISED)
AND OTHER DESIGNATED SOLID)
WASTE FACILITIES)

ORDINANCE NO. 93-509
Introduced by Rena Cusma,
Executive Officer

Whereas, Metro Code provisions relating to remittance of user fees and excise taxes by franchised and other designated solid waste facilities are not consistent; and

Whereas, Amendment of the Metro Code to standardize credit policy and payment schedules for franchised and other designated facilities will improve administration of the Code; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

Section 1. Metro Code Section 5.01.130 is amended to read:

"5.01.130 Administrative Procedures for Franchisees:

(a) Unless otherwise specified by the Executive Officer, the following accounting procedure shall be used for charging, collecting and recording fees and charges:

- (1) Fees and charges shall be charged on the basis of tons of waste received where weighing is practicable or on the basis of estimated cubic yards of waste received where weighing is not practicable. Either a mechanical or automatic scale approved by the National Bureau of Standards and State of Oregon may be used for weighing waste.
- (2) Fees and charges collected in cash shall be separately recorded on a multi-total cash register. The franchisee shall total the fees and charges separately at the end of each business day as recorded on the cash register and reconcile that total with the actual cash in the register drawer. Cash receipts shall be deposited daily in a bank account. The franchisee shall reconcile the bank account each month.
- (3) Cash receipts of payments on accounts receivable shall be recorded as mail is opened and reconciled to the daily bank deposit.
- (4) Where a fee or charge is levied and collected on an accounts receivable basis, pre-numbered tickets shall be used in numerical sequence. The numbers of the tickets shall be accounted for daily and any voided or canceled tickets shall be retained.

(b) Each month at the time of payment, the franchisee must file with the Executive Officer, a statement including without limitation the following information:

- (1) Name and address of the franchisee.
- (2) District registration number.
- (3) Month and year of each report.
- (4) Number of truckloads received daily.
- (5) Daily number of cars, pickups, trailers, and other small hauling vehicles.
- (6) Total number of cubic yards/tons of solid wastes received daily during the month, classified among compacted, non-compacted, minimum loads and special loads.
- (7) Detailed explanation of any adjustments made to the amount of fees paid pursuant to Section 5.01.150(e).
- (8) Signature and title of the franchisee or its agent. Misrepresentation of any information required above shall be grounds for suspension, modification, revocation or refusal to renew a franchise or penalties as provided in Section 5.01.210.

(c) Every franchisee shall keep such records, receipts or other pertinent papers and information in such form as the District may require. The Executive Officer, or his authorized agent in writing, may examine during reasonable business hours the books, papers, records and equipment of any operator and may make such investigations as may be necessary to verify the accuracy of any return made, or if no return is made by the franchisee, to ascertain and determine the amount required to be paid.

~~(d) Fees and charges owing to the District from the franchisee which are not paid when due shall bear a late charge equal to one and one half percent (1 1/2%) of the amount unpaid for each month or portion thereof such fees or charges remain unpaid.~~

~~(d) Excise taxes and finance charges on excise taxes owing to the District shall be paid as specified in Metro Code Chapter 7.01. User fees, finance charges on user fees and other charges owing to Metro shall be paid as specified in Metro Code Section 5.02.055.~~

~~(e) The Executive Officer, if deemed necessary to ensure payment or facilitate collection of fees by the District in an individual case, may require returns and payment of fees more frequently than monthly."~~

Section 2. Metro Code Section 5.01.150 is amended to read:

"5.01.150 User Fees:

(a) Notwithstanding Section 5.01.040(a)(2) of this chapter, the Council will set User Fees annually, and more frequently if necessary, which fees shall apply to processing facilities, transfer stations, resource recovery facilities or disposal sites which are owned, operated, or franchised by the District or which are liable for payment of User Fees pursuant to a special agreement with the District. User Fees shall not apply to wastes received at franchised facilities that accomplish materials recovery and recycling as a primary operation. User fees shall not apply to wastes received at franchised facilities that treat petroleum contaminated soil to applicable DEQ standards. Notwithstanding any other provision of this Code, user fees shall apply to petroleum contaminated soils disposed of by landfilling.

(b) User Fees shall be in addition to any other fee, tax or charge imposed upon a processing facility, transfer station, resource recovery facility or disposal site.

(c) User Fees shall be separately stated upon records of the processing facility, transfer station, resource recovery facility or disposal site.

~~(d) User Fees shall be paid to the District on or before the 20th day of each month following each preceding month of operation.~~

~~(d) User fees and finance charges on user fees shall be paid as specified in Metro Code Section 5.02.055.~~

(e) There is no liability for User Fees on charge accounts that are worthless and charged off as uncollectible, provided that an affidavit is filed with the District stating the name and amount of each uncollectible charge account and documenting good faith efforts that have been made to collect the accounts. User fees may not be deemed uncollectible unless the underlying account is also uncollectible. If the fees have previously been paid, a deduction may be taken from the next payment due to the District for the amount found worthless and charged off. If any such account is thereafter collected, in whole or in part, the amount so collected shall be included in the first return filed after such collection, and the fees shall be paid with the return.

(f) All User Fees shall be paid in the form of a remittance payable to the District. All User Fees received by the District shall be deposited in the Solid Waste Operating Fund and used only for the administration, implementation, operation and enforcement of the Solid Waste Management Plan."

Section 3. The following Section 5.02.055 is added to and made part of Metro Code Chapter 5.02:

"5.02.055 Remittance to Metro of User Fees and Other Charges by Franchisees and Other Designated Facilities:

(a) Franchisees and other operators of facilities designated to receive waste under Code Section 5.05.030 shall remit user fees and charges other than excise taxes to Metro as specified in this section.

(b) User fees shall accrue on a monthly basis, and shall be remitted to Metro by the fifteenth day of the month for waste disposed of in the preceding month. User fees and other charges are considered to be delinquent if not received by Metro on or before the due date, by personal delivery to the Metro Department of Finance and Management Information during business hours or, if delivered by mail, by receipt in Metro's mail room. If the due date falls on a holiday or weekend, amounts are delinquent at the end of the first business day that follows.

(c) A finance charge of one and one-half percent shall be assessed on all delinquent user fees and other charges. For user fees, the finance charge shall be assessed on the last day of the month in which they are due, and on the last day of each month thereafter, until paid. For other charges, the finance charge shall be assessed fifteen days after the due date, and on the same day of each subsequent month, until paid. Finance charges will be assessed only on unpaid delinquent balances, and not on previously assessed finance charges, and will continue to be assessed on negotiated repayment schedules. Payments will be applied first to finance charges and then to the oldest delinquent amount."

Section 4. Metro Code Section 7.01.030 is amended to read:

"7.01.030 Collection of Tax by Operator: Rules for Collection:

(a) Every operator, unless specifically exempted under the terms of this Chapter, shall collect a tax from users as provided for in Section 7.01.020.

(b) The operator shall report the tax to the District consistent with the operator's basis of accounting, cash or accrual, except in the case of an operator of a solid waste facility. Solid Waste Facility operators shall report accrued revenue and excise tax calculated based upon loads or tons deposited at the site at the time of receipt of waste.

(c) For the purpose of reporting the tax owed to the District and notwithstanding the provisions of Section 7.01.040, the tax shall be presumed to be included in the amount imposed by the operator so that the excise tax shall be computed in such amount that the total charged shall equal the amount of compensation owed to the operator plus the excise tax owed to the District at the rate established herein.

(d) The District shall provide the operator with a blank return and instructions that shall be used by the operator to report the excise tax owing to the District. The amount of excise tax due shall be paid when the return is filed as provided for in Section 7.01.070.

~~(e) Adjustments may be made for uncollectibles when they are recognized by the operator as uncollectible, and can be sufficiently documented to show a good faith collection effort. There is no liability for excise taxes on charge accounts that are worthless and charged off as uncollectible, provided that an affidavit is filed with the District stating the name and amount of each uncollectible charge account and documenting good faith efforts that have been made to collect the accounts. Excise taxes may not be deemed uncollectible unless the underlying account is also uncollectible. If the taxes have previously been paid, a deduction may be taken from the next payment due to the District for the amount found worthless and charged off. If any such account is thereafter collected, in whole or in part, the amount so collected shall be included in the first return filed after such collection, and the taxes shall be paid with the return.~~

(f) Installment payments of tax paid by the operator to the District shall be applied to the oldest tax, and interest and penalties that have been merged with the tax as set forth in ~~Section 7.01.080~~ first to finance charges and penalties, and then to the oldest delinquent taxes.

(g) The Executive Officer shall enforce provisions of this Chapter and shall have the power to adopt rules and regulations not inconsistent with this Chapter as may be necessary to aid in the enforcement. Prior to the adoption of rules and regulations, the Executive Officer shall give public notice of intent to adopt rules and regulations, provide copies of the proposed rules and regulations to interested parties, and conduct a public hearing on the proposed rules and regulations. Public notice shall be given when rules and regulations have been finally adopted. Copies of current rules and regulations shall be made available to the public upon request. It is a violation of this Code to violate rules and regulations duly adopted by the Executive Officer."

Section 5. Metro Code Section 7.01.070 is amended to read:

"7.01.070 Due Date; Returns and Payments:

(a) The tax shall be collected from the operator by the District as provided for in Section 7.01.030. All amounts of such taxes reported by any operator are due and payable to the District on the 15th day of each month for the preceding month, and are delinquent ~~on the last day of the month in which they are due if not received by Metro as specified in subsection (d) of this section by the due date.~~ If the last day of the month due date falls on a holiday or weekend, amounts are delinquent on ~~at the end of~~ the first business day that follows. The initial return under this Chapter may be for less than a full month preceding the due date. Thereafter, returns shall be made for the applicable monthly period.

(b) On or before the 15th day of the month following each month of operation of a District facility, a return for the preceding month's tax shall be filed with the Executive

Officer. The return shall be filed in such form as the Executive Officer may prescribe by every operator liable for payment of tax.

(c) Returns shall show the amount of tax due for the related period. The Executive Officer may require returns to show the total receipts upon which tax was collected or otherwise due, gross receipts of the operator for such period and an explanation in detail of any discrepancy between such amounts, and the amount of receipts exempt, if any.

(d) The person required to file the return shall deliver the return, together with the remittance of the amount of the tax due, to the Executive Officer Metro Department of Finance and Management Information, either by personal delivery or by mail. If the return is mailed, the postmark shall be considered the date of delivery for determining delinquencies. Payment is considered to be delinquent if not received by Metro on or before the due date, by personal delivery to the Metro Department of Finance and Management Information during business hours or, if delivered by mail, by receipt in Metro's mail room.

~~(e) For good cause, the Executive Officer may extend for not to exceed one (1) month the time for making any return or payment of tax. No further extension shall be granted, except by the Executive Officer. Any operator to whom an extension is granted shall pay interest at the rate of 1.25 percent (1.25%) per month on the amount of tax due without proration for a portion of a month. If a return is not filed, and the tax and interest due is not paid by the end of the extension granted, then the interest shall be added to the tax due for computation of penalties described elsewhere in this Chapter.~~

(e) The Executive Officer, if deemed necessary in order to ensure payment or facilitate collection by the District of the amount of taxes in any individual case, may require returns and payment of the amount of taxes more frequently than monthly periods."

Section 6. Metro Code Section 7.01.080 is amended to read:

"7.01.080 Penalties and Interest Finance Charges:

~~(a) Original delinquency. Any operator who has not been granted an extension of time for remittance of tax due and who fails to remit any tax imposed by this Chapter prior to delinquency shall pay a penalty of ten percent (10%) of the amount of the tax due in addition to the amount of the tax.~~

~~(b) Continued delinquency. Any operator who has not been granted an extension of time for remittance of tax due, and who failed to pay any delinquent remittance on or before a period of thirty (30) days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of fifteen percent (15%) of the amount of the tax due plus the amount of the ten percent (10%) penalty first imposed.~~

(e)(a) Fraud. If the Executive Officer determines that the nonpayment of any remittance due under this Chapter is due to fraud or intent to evade the provisions thereof, a

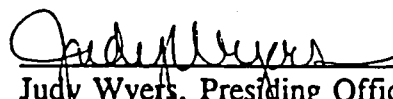
penalty of twenty-five percent (25%) of the amount of the tax shall be added thereto in addition to the penalties stated in paragraphs (a) and (b) of this Section.

~~(d)(b) Interest Finance Charges.~~ In addition to the any penalties imposed, any operator who fails to remit any tax imposed by this Chapter shall pay interest at the rate of 1.25 percent (1.25%) per month or fraction thereof without proration for portions of a month, on the amount of the tax due from the date on which the remittance first became delinquent until paid. Interest shall be compounded monthly; a finance charge of one and one-half percent shall be assessed on all delinquent taxes required to be remitted by an operator under this chapter. Finance charges shall be assessed on the last day of the month in which taxes are due, and on the last day of each month thereafter, until paid. Finance charges will be assessed only on unpaid delinquent balances and penalties, and not on previously assessed finance charges, and will continue to be assessed on negotiated repayment schedules.

~~(e) Penalties and Interest merged with tax.~~ Every penalty imposed and such interest as accrues under the provisions of this Section shall be merged with and become a part of the tax herein required to be paid. If delinquency continues, requiring additional penalty and interest calculations, previously assessed penalty and interest are added to the tax due. This amount becomes the new base for calculating new penalty and interest amounts.

~~(f)(c) Petition for waiver.~~ Any operator who fails to remit the tax herein levied within the time herein stated shall pay the penalties and finance charges herein stated, provided, however, the operator may petition the Executive Officer for waiver and refund of the penalty penalties and finance charges or any portion thereof and the Executive Officer may, if a good and sufficient reason is shown, waive and direct a refund of the penalty penalties or finance charges or any portion thereof."

ADOPTED by the Metro Council this 9th day of September, 1993.



Judy Wyers, Presiding Officer

ATTEST:



Clerk of the Council

ds 1116

Meeting Date: April 14, 1994
Agenda Item No. 6.3

ORDINANCE NO. 94-538

FINANCE COMMITTEE

ORDINANCE NO. 94-538 AMENDING METRO CODE 2.06.030(b) AND 2.06.030(b)(1) RELATING TO MEMBERSHIP ON THE INVESTMENT ADVISORY BOARD AND DECLARING AN EMERGENCY

Date: April 1, 1994

Presented By: Councilor Devlin

COMMITTEE RECOMMENDATION: At its March 23, 1994 meeting the Committee voted unanimously to recommend Council adoption of Ordinance No. 94-538. Committee members present and voting were Councilors Devlin, Kvistad, Monroe and Van Bergen. Councilors Buchanan, Gardner and McLain were absent.

COMMITTEE DISCUSSION/ISSUES: Mr. Craig Prosser, Financial Planning Manager, gave the Staff Report. He pointed out the Investment Advisory Board has been created by the Council to advise Metro officials on meeting the District's financial policies as set forth in the Metro Code. The objectives of the policies are safety, liquidity, yield and legality of investment. The overriding objectives are safety of capital and availability of funds.

He stated it has been difficult to get a quorum of the Board together for the quarterly meeting to review the quarterly reports because of the busy schedules of the members. To remedy this situation the ordinance amends the code to increase the number of members from three to five and stagger the terms of office accordingly.

There were no questions or issues raised by the Committee.

BEFORE THE METRO COUNCIL

AN ORDINANCE AMENDING METRO CODE)
2.06.030(b) AND 2.06.030(b)(1); AND)
DECLARING AN EMERGENCY)
)

ORDINANCE NO. 94-538
Introduced by Rena Cusma,
Executive Officer

WHEREAS, The Metro Code, Section 2.06, contains the investment policy which applies to all cash-related assets held directly by Metro; and

WHEREAS, The Metro Code, Section 2.06.030(b) establishes an Investment Advisory Board to be composed of three members; and

WHEREAS, The Metro Code, Section 2.06.030(b)(1) establishes a staggered term of office; and

WHEREAS, Additional expertise can be obtained by increasing the membership to five; now, therefore,

THE METRO COUNCIL HEREBY ORDAINS:

1. That Metro Code Section 2.06.030(b) and 2.06.030(b)(1) be amended as shown in Exhibit A.

2. This Ordinance being necessary for the immediate preservation of the public health, safety and welfare, in order to meet obligations and comply with Oregon Budget Law, an emergency is declared to exist, and this Ordinance takes effect upon passage.

ADOPTED by the Metro Council this _____ day of _____, 1994.

Judy Wyers, Presiding Officer

ATTEST:

Clerk of the Council

Exhibit A

Metro Code 2.06.030 amendment

2.06.030 Responsibility:

(a) Investment Officer: The Executive Officer is the Investment Officer of the District. The authority for investing Metro funds is vested with the Investment Officer, who, in turn, may designate staff to manage the day-to-day operations of Metro's investment portfolio, place purchase orders and sell orders with dealers and financial institutions, and prepare reports as required.

(b) Investment Advisory Board (IAB): There shall be an Investment Advisory Board composed of ~~three~~ five members.

- (1) Terms of Service: The term of service for citizens appointed to the IAB shall be three calendar years. The term of appointment shall be staggered so that ~~only one members' term expires~~ not more than two members' terms expire in any calendar year.
- (2) Appointment: The Investment Officer shall recommend to the Council for confirmation, the names of persons for appointment to the Investment Advisory Board.
- (3) Duties: The IAB shall meet at least quarterly. The IAB will serve as a forum for discussion and act in an advisory capacity for investment strategies, banking relationships, the legality and probity of investment activities and the establishment of written procedures for the investment operations.

(c) Quarterly Reports: At each quarterly meeting, the IAB shall review investment reports submitted by the Investment Officer reflecting investment activity for each of the immediately preceding three months. Acceptance of the report must be by at least two members of the IAB. Should the reports not be accepted, the reports shall be revised accordingly by the Investment officer and resubmitted to the IAB at its next regularly scheduled meeting or sooner if requested.

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 94-538 AMENDING METRO CODE CHAPTER 2.06.030(b) AND 2.06.030(b)(1); AND DECLARING AN EMERGENCY

Date: March 2, 1994

Presented by: Howard Hansen

FACTUAL BACKGROUND AND ANALYSIS

Metro Code, Section 2.06, contains investment policies which apply to all cash-related assets held directly by Metro.

Major objectives of the policy are safety, liquidity, yield, and legality, with safety of capital and availability of funds as the overriding objectives.

The Executive Officer is the Investment Officer, who designates staff to manage the day-to-day operations of the portfolio.

A three member Investment Advisory Board (IAB) is established by Code Section 2.06.030(b). They meet at least quarterly to serve as a forum for discussion and act in an advisory capacity.

The IAB members are busy and active members of the community, and therefore, not always available to discuss the quarterly report in a timely manner. In order to resolve this dilemma, and broaden the base of input, it is recommended that the board be increased to five members.

Metro Code Section 2.06.030(b)(1) will also be amended to accommodate the increase in membership and stagger terms accordingly.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends amendment of Metro Code 2.06.030(b) and 2.06.030(b)(1) by Ordinance No. 94-538.

Meeting Date: April 14, 1994
Agenda Item No. 7.1

RESOLUTION NO. 94-1947

PLANNING COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 94-1947 AUTHORIZING A CONTRACT WITH SPANGLE ASSOCIATES FOR THE DEVELOPMENT OF MODEL LAND USE AND DEVELOPMENT OF REGULATION FOR MITIGATING SEISMIC RISKS IN THE PORTLAND METROPOLITAN AREA

Date: April 8, 1994

Presented By: Councilor Gates

Committee Recommendation: At the April 7 meeting, the Planning Committee voted unanimously to recommend Council adoption of Resolution No. 94-1947. Voting in favor: Councilors Kvistad, Gardner, Gates, McLain, Monroe, and Moore. Absent: Councilors Devlin and Washington.

Committee Issues/Discussion: Gerry Uba, Senior Management Analyst, Emergency Management, presented the staff report. He explained that Metro contracted with Spangle Associates for grant writing assistance in applying for a USGS grant. The grant funds are for development of effective ways to share or transfer innovative ways to use earthquake hazards information to those responsible for mitigating seismic risks. The grant was requested at \$119,862 but received at \$58,800. Metro was instructed to down-scale their original scope of work to match the approved amount. USGS approved the revised scope of work in February.

Andy Cotugno, Planning Director, added that Spangle Associates had helped write the scope of work and will now, upon approval of this resolution, be able to complete the actual work. It will be necessary to add these revenues as an amendment to the FY 1994-95 budget, plus any carry over funds from FY 1993-94.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING A) RESOLUTION NO. 94-1947
CONTRACT WITH SPANGLE ASSOCIATES FOR)
THE DEVELOPMENT OF MODEL LAND USE) Introduced by Rena Cusma,
AND DEVELOPMENT OF REGULATION FOR) Executive Officer
MITIGATING SEISMIC RISKS IN THE)
PORTLAND METROPOLITAN AREA)

WHEREAS, The purpose of Metro's Emergency Preparedness Planning Program is to identify earthquake hazards in the Portland metropolitan area, in partnership with the Oregon Department of Geology and Mineral Industries (DOGAMI); and

WHEREAS, The purpose of Metro's Emergency Preparedness Planning Program is also to assist in developing regional strategies for preparing citizens and communities for disaster, mitigating risks and hazards, and responding to and recovering from effects and damages of areawide disasters such as a major earthquake; and

WHEREAS, Metro's is actively seeking seismic mitigation funding to put into place a framework of planning tools that will be used by public and private agencies and organizations to develop disaster response capability, prioritize buildings and facilities for seismic retrofitting, and guide land use planning efforts; and

WHEREAS, Spangle Associates (based in Portola Valley, California) was selected via an RFP process in March 1993, and collaborated in developing the application to the U.S. Geological Survey (USGS) which proposed development of innovative and effective ways to share, transfer, or otherwise use earthquake hazards information to mitigate seismic risks; and

WHEREAS, USGS has agreed to provide the grant funds necessary to develop conceptual materials on model land use and development regulations for mitigating seismic risks in the Portland metropolitan area; now, therefore,

BE IT RESOLVED,

That the Metro Council authorizes the Executive Officer to execute a contract with Spangle Associates and start developing conceptual materials on model land use and development regulations for mitigating seismic risk in the Portland metropolitan area.

ADOPTED by the Metro Council this ____ day of _____, 1994.

Judy Wyers, Presiding Officer

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03/31/94

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and Spangle Associates, referred to herein as "Contractor," located at _____.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This Personal Services Agreement shall be effective _____, 1994, and shall remain in effect until and including _____, 1994, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for the maximum sums not to exceed the compensation stated in Exhibit F.
4. Insurance.
 - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurances, covering the Contractor, its employees and agents:
 - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations and product liability. The policy must be endorsed with contractual liability coverage; and
 - (2) Automobile bodily injury and property damage liability insurance.
 - b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
 - c. *Metro, its elected officials, departments, employees and agents shall be named as **ADDITIONAL INSURED**.* Notice of any material change or

policy cancellation shall be provided to Metro thirty (30) days prior to the change or cancellation.

- d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as "Exhibit F," in lieu of the certificate showing current Workers' Compensation.
- e. If required by the Scope of Work, Contractor shall maintain, for the duration of this Agreement, professional liability insurance covering personal injury and property damage arising from errors, omissions or malpractice. coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance and thirty (30) days advance notice of material change or cancellation.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any an all claims, demands, damages, actions, losses and expenses including attorney's fees, arising out of or in any way connected with is performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS Form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provision of ORS Chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this Agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the State of Oregon, for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

13. Assignment. This Agreement is binding on each party, its successors, assigns and legal representatives, and may not, under any circumstance, be assigned or transferred by either party.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor _____ days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

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

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

SPANGLE ASSOCIATES

METRO

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

s:\pd\cont\spangle
03/31/94

EXHIBIT A

SCOPE OF WORK

**MODEL LAND USE AND DEVELOPMENT REGULATIONS
FOR MITIGATING SEISMIC RISKS IN THE
PORTLAND METROPOLITAN AREA**

PROJECT PURPOSE AND DIRECTIONS

The project purpose is to define the options for applying the earthquake hazards data/information (developed by the Oregon Department of Geology and Mineral Industries) to land development decisions in the Portland region. It takes the process of translating geotechnical information and correlating same with existing land use policies and building types to develop conceptual materials on regulations that could be used to mitigate seismic risks in this region. The project brings together a multidisciplinary team of land use planners and geotechnical and structural engineers. The team will investigate the realistic limits to land use policy and regulation based on earthquake hazard maps.

The objective of the proposed project is to foster the effective application of the relative earthquake hazard map to reduce vulnerability to earthquakes in the Portland area. To accomplish this, the study will:

1. explore a full range of possibilities for correlating hazard zones shown on the earthquake hazards maps with land use policies and regulations and building types; and
2. develop conceptual materials on land use and development regulations based on the relative earthquake hazard map and the maps of ground shaking amplification, liquefaction and landsliding for the Portland quadrangle.

Metro's long term goal is to develop model regulations from the conceptual materials and recommend ways to encourage adoption of the regulations by local governments in this region. The intent is to develop model regulations that are clear, easy to apply and flexible, transferable to other areas of the country with earthquake hazards, allowing for local judgments about acceptable risk to be directly incorporated into land use and development policies. The intent is also to explore the potential contribution of geographic information system (GIS) in fostering application of the earthquake hazard maps.

The project could demonstrate for the first time on a regional basis the value of using composite earthquake hazards maps (ground motion amplification, liquefaction susceptibility, and lateral spread displacement and dynamic slope instability) as a basis for land use planning and regulation. This potential is often talked about, but has rarely been achieved. Most of the regulations that exist are based on maps of individual hazards and focus on only one jurisdiction. These regulations also deal exclusively with determining when site-specific geologic investigations should be required prior to development rather than addressing land use planning on a broader

regional basis. The project could also demonstrate how GIS can be used to enhance the usefulness of hazards mapping by land use planners and other local officials.

SCOPE OF WORK TO BE ACCOMPLISHED

The project will be conducted by Spangle Associates team and Metro. Spangle Associates team consist of Spangle Associates, specializing in urban planning and research, Dames & Moore, specializing in structural and geotechnical engineering, and Frank McClure specializing in structural engineering and related earthquake mitigation policies. Detailed information on the project team is in Exhibit B. The tasks below will be accomplished by Spangle Associates and its subcontractors.

- Task 1 PROJECT ORGANIZATION:** Spangle Associates will meet with Metro in Portland (at Metro) to organize, review and finalize the project schedule (Attachment C). During the same trip to Portland, the entire project team will meet with the scientists at the Oregon Department of Geology and Mineral Industries who prepared the earthquake hazards maps. Team members need a thorough understanding of the basis for and limitations of the relative earthquake hazard map and the three separate maps (ground motion amplification, liquefaction susceptibility, lateral spread displacement and dynamic slope instability) from which it was derived.
- Task 2 ADVISORY COMMITTEE:** Metro will form an advisory committee that will review project products ensuring that the results of the project are practical and can be applied in the Portland area. The committee will be made up of 10 to 15 members including planners, building officials and structural engineers from the state, regional and local public agencies, and representatives from key private sector organizations such as utilities, insurance and real estate and academic institutions. The committee members will serve as resources for the project team and meet two to three times during the course of the project to review and comment on draft material. Spangle Associates will lead in the presentation of project products at two meetings of the Advisory Committee and make changes as recommended. Metro will arrange meetings of the committee and assist in the presentations.
- Task 3 FIRST ADVISORY COMMITTEE MEETING:** At the first meeting of the committee, Spangle Associates and Metro will present the project's purpose, process, methodology and tasks and timeline.
- Task 4 DATA COLLECTION:**
- a. Metro will collect available background information on land use and developments in the City of Portland and other jurisdictions in the area. Metro will also collect available information on the requirements of the Oregon Statewide Planning Goals (Goal 7 - Areas Subject To Natural Disasters and Hazards).
 - b. Spangle Associates team will review the local plans and talk with planning departments to identify internal and external factors that influence local planning and develop categories of land use in the region related to seismic risk. Spangle Associates team will also talk with the appropriate advisory committee members and Metro staff about the organization for planning and kinds of plans and

regulations used in the Portland region. The proceedings of the January 1993 earthquake workshop will also be carefully reviewed by Spangle Associates team.

- c. Spangle Associates team will assemble available information on regulations, standards and other planning approaches used effectively in other locations, particularly in California and Utah, and review them for applicability to the Portland region.
- d. Spangle Associates team will review the report, *Earthquake Scenario Pilot Project: Assessment of Damage and Losses*, and the proceedings of the January 1993 Earthquake Workshop for information on structural types in Portland. Then, in consultation with Metro staff and appropriate members of the advisory committee, Spangle Associates team will compile a list of common structural types in the Portland area defined and grouped according to characteristics important to seismic risk.

Task 5 **CORRELATION OF LAND USES AND BUILDING TYPES:** Following Task 3, Spangle Associates team will work out the key correlations between land uses, occupancies and building types. Drawing on the information gathered and the considerable experience of Spangle Associates team members, the team will establish categories of land use taking into account occupancy and typical structural type. The intent will be to define land use categories in which the seismic risk would be roughly the same given the same location. The correlations will be presented to the Advisory Committee for review and comments.

Task 6 **MATRICES:** Spangle Associates team will then construct a set of matrices identifying for each hazard zone on the relative (and separate) earthquake hazard maps the categories of land use which would be "acceptable," "possibly acceptable" and "not acceptable." The "possibly acceptable" classification will be further broken down to include variations such as "acceptable depending on the results of site-specific investigation." Spangle Associates team will develop conceptual material on regulations from the matrices. The matrices will be presented to the Advisory Committee for review and comments.

Task 7 **SECOND ADVISORY COMMITTEE MEETING:** At the second meeting of the committee, Spangle Associates will lead in the presentation of the correlations and matrices, and conceptual materials on regulations.

Task 8 **REPORTS:** Spangle Associates will lead in preparing project reports to meet the USGS requirements as stated in the USGS Grant Award (Exhibit E). The reports shall be reviewed by the project team including Metro and shall be reproduced and disseminated by Metro.

PROJECT SCHEDULE

The term of this contract shall be from March 1, 1994, through and including February 28, 1995. Detail of the project schedule is shown in the draft Timeline (Exhibit C) and will be finalized at the initial meeting (Task 1) of the entire project team.

PROJECT BUDGET/TERMS OF PAYMENT

- 1. This is project dependent upon receipt of USGS grant funds. Metro payment for work on this project shall be limited to work consistent with USGS requirements in Exhibit "E."**
- 2. Spangle Associates will solicit and invoice Metro on a monthly basis for tasks completed in the previous month. A total of twelve monthly payments will be submitted during the project period.**
- 3. FIFTY-ONE THOUSAND TWO HUNDRED FIFTY AND NO/100THS DOLLARS (\$51,250) shall be the total compensation for which Metro shall be obligated to pay Spangle Associates for all services rendered pursuant to this Agreement. Detail of project compensation is provided in Exhibit D.**
- 4. Metro shall pay Spangle Associates within 30 days following receipt and acceptance of an Spangle Associates invoice.**
- 5. All funds expended under this Agreement will be at the discretion of Spangle Associates Project Manager, and solely for the pursuit of this project.**

EXHIBIT B

PROJECT MANAGEMENT TEAM/PLAN

Metro is the project applicant and responsible for project management. Metro is subcontracting with Spangle Associates. Dames and Moore and Frank McClure are independent consultants subcontracting from Spangle Associates.

Gerry Uba, Emergency Management Program Coordinator, Metro, will serve as Metro's project manager and co-principal investigator. He will handle contacts with USGS, coordinate the work of the project team, take the lead in forming the advisory committee and disseminating the model regulations. He will also participate in all team and advisory committee meetings and direct other team members to sources of information in the region.

George Mader, President, Spangle Associates, will serve as Spangle Associates project manager and co-principal investigator for the project. He will have primary responsibility for defining assistance needed from the other consultants, and development of the matrices and preparation and testing of the model regulations. He will participate in all team and advisory committee meetings.

Martha Tyler, Principal Planner, Spangle Associates, will collect planning data, help draft planning materials for the Advisory Committee meetings and draft the final report and assist Mr. Mader as needed throughout the project.

Frank McClure, will compile list of structural types in the Portland area grouped according to seismic risks and provide structural engineering expertise for Task 4 and 5 and attend team meetings and the advisory committee meetings.

John Martin, Associate, Dames & Moore Portland office, will provide geotechnical expertise for Tasks 4 and 5, attend team meetings and advisory committee meetings.

EXHIBIT C

DRAFT TIMELINE

| <u>Task</u> | <u>Target Date</u> |
|--|---------------------------|
| Choose Advisory Committee (Metro) | March/April 1994 |
| Project Initiation Meeting and First Presentation to Advisory Committee (all) <ul style="list-style-type: none">- Metro- Spangle Associates- Dames and Moore- Frank McLure- DOGAMI | May 1994 |
| Data Collection and Review (all) | April 1994 - January 1995 |
| Develop Correlations and Construct Matrices and Conceptual Regulations <ul style="list-style-type: none">- Land uses and hazards (SP, FMc)- occupancies/buildings and hazards (D&M)- Developments permissible in hazard zones- Conceptual regulations | June-August 1994 |
| Mail Correlation and Matrices to Advisory Committee (Metro, SP) | September 1994 |
| 2nd Presentation to Advisory Committee (all) <ul style="list-style-type: none">- Review correlations | October 1994 |
| Draft Project Report (all) | Nov. 1994 - Jan. 1995 |

EXHIBIT D

PROJECT COST/COMPENSATION

The total project cost is \$66,802. Total USGS grant amount is \$58,800. Grant limits project team members compensation as follows:

| | |
|--------------------|--|
| Metro | \$13,810 ¹ (\$8,000 contribution) |
| Spangle Associates | \$31,895 |
| Dames & Moore | \$8,672 |
| Frank McLure | \$4,400 |
| Travel | <u>\$8,025²</u> |
| Total | \$66,802³ |

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¹ Metro's true compensation is \$7,550.

² Metro's share of the Travel budget is \$1,740. Spangle Associates team share of the travel budget is \$6,285 (\$1,740 + \$2,430 + \$2,115).

³ Spangle Associates team compensation is \$51,250 (\$31,895 + \$8,672 + \$4,400 + \$6285 less \$2.00).

EXHIBIT E

USGS CONTRACT TERMS AND CONDITIONS

1. Method of Payment

The Recipient shall use Standard Form (SF) 270, Request for Advance or Reimbursement, to request payment under this award. It is the policy of this office to make reimbursement and not advance payments. An original and one copy of this request shall be submitted to the Administrative Contracting Officer (ACO) quarterly. Invoice payment requests must be made in U.S. currency. Preaward costs are not authorized.

2. Reporting Requirements

A. Required reports/documents. The Recipient shall submit the following reports/documents:

| Report/Document | No. of Copies | Submit To | Due Date |
|----------------------------------|-----------------------|------------------------|--|
| Publication * | Five reprints | Project Officer | Immediately following publication. |
| Project Summary | Camera-ready original | ** | Every October 24 of the project period. |
| Annual or Final Technical Report | Unbound Original + 6 | ACO | Within 90 calendar days after the end of each 12-month period, beginning with the first day of the project period. To be printed double sided on 8 1/2 x 11 paper only. Oversized figures placed in pocket. Abstract only submitted on floppy disk in a common word-processor format (Word, Wordperfect, Ami) or by e-mail to bdietz@USGS.gov (see format on page 2.B.(3).f. |
| Non-Technical Project Summary | Original + 2 | ** and Project Officer | The due date is October 24, when submitted with the project summary; or within 90 calendar days after the end of each 12-month period, when submitted with the annual or final technical report. |
| SF 269 | Original + 1 | ACO | Within 90 calendar days after the end of each 12-month period, beginning with the first day of the project period. |

* Publication means any book, report, photograph, map, chart, or recording that has been published or disseminated to the scientific community. Preprints of articles submitted for publications will be accepted as final reports.

** U.S. Geological Survey, Attn: Muriel Jacobson--Mail Stop 977, Office of Earthquakes, Volcanoes and Engineering, 345 Middlefield Road, Menlo Park, CA 94025.

Note: All Summaries and technical reports should be submitted on paper containing at least 50% recycled waste paper materials.

SPECIAL TERMS AND CONDITIONS

B. Report preparation instructions. The Recipient shall prepare the reports/documents in accordance with the following instructions:

(1) Publications. All publications that contain work performed during the project period shall include the following statements:

"Research supported by the U.S. Geological Survey (USGS), Department of the Interior, under USGS award number (Recipient, insert award number). The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Government."

(2) Project summary. (a) Prepare the project summary in accordance with the instructions found in the National Earthquake Hazards Reduction Program Summaries of Technical Reports, Volume 33.

(b) The report shall also include the availability of seismic data, geodetic data, or processed data. The contact person and his/her telephone number shall be included, along with the format in which the data exist.

(3) Annual or Final Technical report. (a) The cover page of the report shall contain the award number, Recipient's name, Principal Investigator's name, title of the Recipient's application, program element and objective number, and the statement shown in paragraph 2.B.(1) above.

(b) The reports shall contain an abstract that summarizes the observations and conclusions of the report and shall be part of the report as well as being submitted as a second separate document as described in 2.B.(3).(f) below.

(c) The main body of the report shall be single-spaced on 8 1/2-inch by 11-inch paper and shall provide a concise summary of the work performed during each 12-month period. The main body of the report shall be printed double-sided, including figures and bibliography (see 2.B.(3)(d) below). Oversized (>8 1/2-inch by 11-inch) pages shall be placed in a pocket at the end of the report; not collated or bound with the report. Oversized pages should be used only if they are critical to convey data or conclusions.

(d) The report shall also contain a bibliography of all publications resulting from the work performed during each 12-month period. Copies of the publications are required if the Recipient has not previously submitted them to the Project Officer.

(e) One original copy of the report shall be unbound or unstapled. Remaining copies may be bound or stapled at the discretion of the Principal Investigator. If photo illustrations are included in the report, glossy prints, linotronic prints or similar high resolution prints of the illustrations shall be included in the unbound original (xerographic prints at resolutions less than 1200 x 1200 dpi are unacceptable.)

SPECIAL TERMS AND CONDITIONS

(f) The abstract of the report, in addition to being part of the final technical report, shall also be submitted as a separate document on a floppy disk or by e-mail, at the election of the PI, in the style shown below. If submitted on a floppy disk, the document shall be produced by one of the following commonly used word processors: Word, WordPerfect or Ami. If submitted by e-mail, please do so to bdietz@usgs.gov.

Style for abstract be submitted separately

TITLE (ALL UPPERCASE)

Authors and Affiliation with Address and ZIP Code

Award Number

TECHNICAL ABSTRACT:

Body of the technical abstract (For technically trained persons)

(4) Non-Technical Project Summary. In addition to the project summary and the annual or final technical report, each project will submit a Non-Technical Project Summary. This report will be limited to one paragraph of no more than 100 words and should be written in plain English. Emphasis of the report should be placed on how your work is helping to understand and ultimately reduce earthquake hazards. These paragraphs should be submitted with both the project summaries and the annual or final report. They will not be included in the Summaries of Technical Reports volume, but will be used to help explain our studies to the public and to those who oversee our program.

(5) SF 269, Financial Status Report. If there is an unobligated balance and all funds have been drawn, then submit a check made payable to "USGS, Department of the Interior" for the unobligated balance of Federal funds. (This report is subject to audit.)

C. Adherence to reporting requirements. A Recipient's failure to submit the required reports/documents, in a timely manner, may result in the withholding of payment, in termination of the award, and/or in the delay or nonissuance of a new award.

3. Principal Investigator

The Principal Investigator is the individual designated by the Recipient and approved by the USGS who is responsible for the technical direction of the research project. The Principal Investigator cannot be changed or become substantially less involved than was indicated in the Recipient's proposal, without the prior written approval of the Contracting Officer.

4. Project Officer

A. The Project Officer will work closely with the Recipient to ensure that all technical requirements are being met. The Project Officer's responsibilities include, but are not limited to, providing technical advice on the accomplishment of the proposal's objectives; reviewing the technical

SPECIAL TERMS AND CONDITIONS

content of the reports and the other information delivered to the USGS; determining the adequacy of the technical reports; and conducting site visits, in coordination with the Contracting Officer, as frequently as practicable.

B. The Project Officer does not have the authority to issue any technical direction which constitutes an assignment of additional work outside the scope of the award; in any manner causes a change in the total cost or the time required for performance of the award; or changes any of the terms, conditions, or general provisions of the award.

5. Regional Team Leader

A. The Regional Team Leader will work closely with the Recipient to ensure coordination with other appropriate Recipients and appropriate USGS project scientists working in the same region for overall conformance with USGS program goals and objectives within that region. The Regional Team Leader's responsibilities include, but are not limited to, providing technical advice on the accomplishment of the proposal's objectives; reviewing the technical content of reports and other information delivered to the USGS; determining the adequacy of the technical reports; and conducting site visits, in coordination with the contract personnel, as frequently as practicable.

B. The Regional Team Leader does not have the authority to issue any technical direction which constitutes an assignment of additional work outside the scope of the award; in any manner causes a change in the total cost or the time required for performance of the award; or changes any of the terms, conditions, or general provisions of the award.

6. Contracting Officer

The Contracting Officer is authorized to enter into and/or terminate awards. The Contracting Officer is the sole authority designated to modify the funds and stated terms and conditions of the awards. The Contracting Officer, in coordination with the Project Officer, will ensure the effective utilization of Federal funds.

7. Administrative Contracting Officer (ACO)

The ACO administers and closes out awards. The ACO is the sole person designated to receive verbal and written requests for changes to the awards.

8. Adherence to Original Research Objectives and Budget Estimates

A. Any commitments or expenditures incurred by the Recipient in excess of the funds provided by this award shall be the responsibility of the Recipient. Expenditures incurred prior to the effective date of this award cannot be charged against award funds unless provided for in this award.

B. (1) The following expenditures require advance written approval by the ACO, and the request must be submitted to the ACO at least 30 calendar days prior to the requested effective date of the change:

(a) Changes in the scope, objective, or key personnel referenced in the Recipient's proposal.

SPECIAL TERMS AND CONDITIONS

(b) Transfer of funds between direct cost categories when the cumulative amount of transfers during the project period exceeds 10 percent of the total award.

(c) Foreign travel.

(d) Acquisition of nonexpendable personal property having a useful life of more than 1 year and having an acquisition cost of \$5,000 or more.

(e) Change in the project period. The Recipient shall submit a revised budget indicating the planned use of all unexpended funds during the extension period.

(2) The Recipient shall submit a revised financial estimate and plan for (a) through (d) above.

(3) The ACO will notify the Recipient in writing within 30 calendar days after receipt of the request for revision or adjustment whether the request has been approved.

9. Nonexpendable Personal Property

Title to nonexpendable personal property will vest with the Recipient upon acquisition, unless otherwise specified in the award.

10. Dissemination of Results

The Recipient is encouraged to disseminate research results promptly to the scientific community. The USGS encourages the Recipient to publish project reports in scientific and technical journals. The Government may publish, reproduce, and use all technical data developed as a result of this award in any manner and for any purpose, without limitation, and may authorize others to do the same.

11. Record Retention Period

Unless a longer period is requested by the award, a Recipient shall retain all records for 3 years after the end of the project period for which it uses USGS award funds.

12. Preagreement Costs

Preagreement costs will not be authorized under this program. Costs must be obligated during the project period.

13. Violation of Award Terms

If a Recipient has materially failed to comply with the terms of the award, the Contracting Officer may suspend, terminate, or take such other remedies as may be legally available and appropriate in the circumstances.

SPECIAL TERMS AND CONDITIONS

14. Stevens Amendment

When using statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state:

- A. The percentage of total costs of the program or project which will be financed with Federal money,
- B. The dollar amount of Federal funds for the project or program, and
- C. Percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

GENERAL PROVISIONS

The Recipient shall be subject to the following OMB circulars/regulations, as amended, which are incorporated herein by reference:

1. Educational Institutions

- A. OMB Circular A-21, Cost Principles for Educational Institutions.
- B. OMB Circular A-88, Indirect Cost Rates, Audit, and Audit Followup at Educational Institutions.
- C. OMB Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations.
- D. OMB Circular A-133, Audits of Institutions of Higher Education and Other Nonprofit Institutions.

2. State and Local Governments

- A. OMB Circular A-87, Principles for Determining Costs Applicable to Grants and Contracts with State, Local, and Federally Recognized Indian Tribal Governments.
- B. OMB Circular A-102, Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments.
- C. OMB Circular A-128, Audits of State and Local Governments.

3. Nonprofit Organizations

- A. OMB Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations.
- B. OMB Circular A-122, Cost Principles for Nonprofit Organizations.
- C. OMB Circular A-133, Audits of Institutions of Higher Education and Other Nonprofit Institutions.

4. Profit-Making Organizations

- A. General administrative requirements will be in accordance with the Federal Acquisition Regulations (FAR), subchapter E, parts 28, 29, and 30.
- B. Principles for determining the allowability of cost will be in accordance with the FAR, subchapter E, part 31.2.

5. Patents--Small Businesses and Nonprofit Organizations

Subject to the provisions set forth in 37 CFR 401 and 35 U.S.C. 203, a Recipient may retain the entire right, title, and interest throughout the world to each subject invention. With respect to any subject invention in which the Recipient retains title, the Federal Government will have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 94-1947 FOR THE PURPOSE OF APPROVING A CONTRACT WITH SPANGLE ASSOCIATES FOR THE DEVELOPMENT OF MODEL LAND USE AND DEVELOPMENT OF REGULATION FOR MITIGATING SEISMIC RISKS IN THE PORTLAND METROPOLITAN AREA

Date: March 30, 1994

Presented by Andrew Cotugno

PROPOSED ACTION

This resolution provides that the Metro Council approve the contract with Spangle Associates that will execute the U.S. Geological Survey (USGS) grant that has been awarded Metro for the development of Model Land Use and Development Regulations for Mitigating Seismic Risks in the Portland Metropolitan Area during FY 1993-94 and FY 1994-95.

FACTUAL BACKGROUND

In March 1993, the Oregon Department of Geology and Mineral Industries (DOGAMI) informed us of the announcement of 1994 request for grant proposals by USGS for development of effective ways to share or transfer innovative ways to use earthquake hazards information to those responsible for mitigating seismic risks. On March 15, 1993, I informed the Council Planning Committee of staff intention to submit a proposal developed jointly with any consulting firm that specializes in this area. The Committee supported the Planning Department pursuing the grant.

Following the action of the Council Planning Committee, we issued a request for proposals for a consultant to assist Metro in developing the grant proposal. Spangle Associates (based in Portola Valley, California) was selected to assist us. We established \$119,862 grant proposal for the development of Model Land Use and Development Regulations for Mitigating Seismic Risks in the Portland Metropolitan Area.

The USGS approved our application and awarded us only \$58,800. The USGS also instructed us to scale down the initial scope of work to match the approved amount. The revised scope of work was approved in February 1994.

Accompanying this staff report is a contract (Personal Services Agreement and Scope of Work) developed by Metro and Spangle Associates to guide both organizations through this project. Project timeline is March 1994 through February 1995.

Last week, the USGS sent us an announcement for a 1995 request for grant proposals that is due April 15, 1994. It is important to develop a new grant application jointly with Spangle Associates for about \$60,800 for the second phase of this project and submit that proposal to the USGS by April 15, 1994.

It is essential that the Council approve the attached contract with Spangle Associates and allow Planning staff to prepare a new grant proposal requesting further funding for the project completion through a revised scope of work.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 94-1947.

GU/erb
s:\pd\res&od\94-1947
03/31/94

Meeting Date: April 14, 1994
Agenda Item No. 7.2

RESOLUTION NO. 94-1950

PLANNING COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 94-1950 APPOINTING CITIZEN MEMBERS TO THE TRANSPORTATION POLICY ALTERNATIVES COMMITTEE (TPAC)

Date: April 8, 1994

Presented By: Councilor Moore

Committee Recommendation: At the April 7 meeting, the Planning Committee voted unanimously to recommend Council adoption of Resolution No. 94-1950. Voting in favor: Councilors Kvistad, Gardner, Devlin, Gates, McLain, Monroe, Moore, and Washington.

Committee Issues/Discussion: Gail Ryder, Senior Council Analyst, presented the staff report. She reviewed the purpose of the Transportation Policy Alternatives Committee (TPAC) and the process to date for selection of three citizen members whose positions become vacant at the end of this month.

A subcommittee was formed to review the list of applicants and eight candidates were offered an interview. The Planning Committee conducted interviews of the following individuals: Jeffrey Cogan, John Porter, David Bragdon, Gordon Hunter, Rex Burkholder, Rex Gilley, Ellen Vanderslice and Molly O'Reilly. After a brief discussion the committee voted by written ballot and selected Molly O'Reilly, Rex Burkholder and David Bragdon for the three positions.

Molly O'Reilly: This is her second reappointment to TPAC. She is a Project Consultant that is actively involved in neighborhood associations and several interest groups (e.g. Sensible Transportation Options for People (STOP); Willamette Pedestrian Coalition; Friends of Forest Park)

Rex Burkholder: This is a reappointment although he was just appointed last year to fill an unexpired vacancy on the committee. He is a Community Volunteer actively involved with the Bicycle Transportation Alliance. He was the Chair of the Oregon Bicycle Advisory Committee.

David Bragdon: This is a new appointment. He is an International Freight Transportation Consultant currently working for the Port of Portland on a temporary consulting basis. He is also involved in STOP and the Willamette Pedestrian Coalition and has served as an intern to the Federal Railroad Administration.

BEFORE THE METRO COUNCIL

**FOR THE PURPOSE OF MAKING)
CITIZEN APPOINTMENTS TO)
THE TRANSPORTATION POLICY)
ALTERNATIVES COMMITTEE)**

RESOLUTION NO. 94-1950

**Introduced by
Planning Committee**

WHEREAS, The Transportation Policy Alternatives Committee (TPAC) is organized to provide input on transportation planning, priorities and financing alternatives; and

WHEREAS, It is the responsibility of the Metro Council to appoint the six citizen members of the Transportation Policy Alternatives Committee; and

WHEREAS, The six citizen members should represent a broad range of interests and geographic areas of the metropolitan area; and

WHEREAS, The terms of three of the six citizen members expire in March, 1994; and

WHEREAS, The Council Planning Committee has conducted a recruitment of interested candidates and an interview of finalist candidates; now, therefore

BE IT RESOLVED,

That the Metro Council appoints Molly O'Reilly, Rex Burkholder, and David Bragdon to serve as citizen members to the Transportation Policy Alternatives Committee

for a term to begin immediately and ending in March, 1996.

ADOPTED by the Metro Council this _____ day of _____, 1994.

Judy Wyers, Presiding Officer

GR 94-1950. res
April 8, 1994

**METRO TRANSPORTATION POLICY ALTERNATIVES COMMITTEE
CITIZEN MEMBER FINALISTS**

| Name/Address/County/Phone Interest in Applying | Educational Background | Occupational Background | Community Service/ Honors |
|---|--|---|--|
| <p>CORRENTI, Ronald J. 16075 S. Hunter Avenue Oregon City, OR 97045 Clackamas County (503) 650-8600 home (503) 283-6570 bus.</p> <p>Appointed Member of TPAC (Serves until April, 1995)</p> | <ul style="list-style-type: none"> ● Attended Diablo Valley College | <ul style="list-style-type: none"> ● Division Manager, United Parcel Service | <ul style="list-style-type: none"> ● Title 16 Rewrite Project, City of Portland, citizen involvement ● United Way ● North-Northeast Business Association ● Association for Portland Progress |
| <p>ROBINSON, Michael 2336 NW 161st Avenue Beaverton, OR 97006 Washington County (503) 645-4753 home (503) 294-9194 bus.</p> <p>Appointed Member of TPAC (Serves until April, 1995)</p> | <ul style="list-style-type: none"> ● BA and MRCP, City Planning, University of Oklahoma ● JD Cum Laude, Northwestern School of Law | <ul style="list-style-type: none"> ● Attorney, Stoel, Rives, Boley, Jones and Grey ● Admitted to Oregon and Wisconsin Bar | |
| <p>WILLIAMS, Sterling 2600 N. Williams #7 Portland, OR 97227 Multnomah County (503) 284-2523 home</p> <p>Appointed Member of TPAC (Serves until April, 1995)</p> | | | <ul style="list-style-type: none"> ● Member, Fixed Route Accessible Subcommittee, Tri-Met's Committee on Accessible Transportation ● Member, Tri-Met Committee on Accessible Transportation ● Member, Finance/America with Disabilities Compliance Act Committee ● Member, Portland/Multnomah Commission on the Aging, including Transportation Committee ● Member, Community Outreach Service Committee, American Red Cross ● Member, Access Oregon |

| Name/Address/County/Phone <i>Interest in Applying</i> | Educational Background | Occupational Background | Community Service/ Honors |
|---|--|--|--|
| <p>BRAGDON, David L. 3539 SE Yamhill Portland, OR 97214 Multnomah County (503) 231-2892 home (503) 731-7523 bus.</p> <p><i>"Lifelong interest in all modes of transportation."</i></p> | <ul style="list-style-type: none"> • AB, with honors, Harvard College, Cambridge, Mass. | <ul style="list-style-type: none"> • International Freight Transportation Consultant • Marketing Advisor, Port of Portland (temporary consulting basis) • Former Director of Sales, China/Russia/India, Evergreen International Airlines • Former Operations/Chartering Assistant, Lasco Shipping Co. (Schnitzer Group) • Former Issues Manager/Field Coordinator, Neil Goldschmidt for Governor • Former Assistant International Transportation Manager, Nike • Former Research Assistant, Barber Associates, Economic Counsel, Washington, DC • Former Intern, Federal Railroad Administration | <ul style="list-style-type: none"> • Member, Sensible Transportation Options for People (STOP) • Member, Willamette Pedestrian Coalition • Former Chair, Oregon Portland Development Committee • Former Member, Downtown Light Rail Alignment Committee |
| <p>BURKHOLDER, Rex B. 1912 NE 11th Avenue Portland, OR 97212 Multnomah County (503) 282-2599 home (503) 282-7472</p> <p><i>"I would like to continue my work on TPAC in order to participate in the creation of a balanced transportation system in the region which supports vital communities. I bring specific knowledge regarding technical and policy issues of concerns to bicycle and pedestrian transportation."</i></p> | <ul style="list-style-type: none"> • BS, Portland State University • Master of Arts, Tufts University, Medford, MA | <ul style="list-style-type: none"> • Community Volunteer, Bicycle Transportation Alliance • Homemaker • Former Student Development Officer, Portland State University • Former Development Officer, Boston Harbor Association, Boston, MA • Former High School Science Teacher, Portland Public Schools | <ul style="list-style-type: none"> • Chair, Oregon Bicycle Advisory Committee • Board Member and Founder, Bicycle Transportation Alliance • Member, Transportation Policy Alternatives Committee, Metro • Member, Development Committee, McKenzie River Gathering Foundation |

| Name/Address/County/Phone <i>Interest in Applying</i> | Educational Background | Occupational Background | Community Service/ Honors |
|---|---|--|--|
| <p>COGEN, Jeffrey S. 934 SE 29th Avenue Portland, OR 97214 Multnomah County (503) 235-6975 home/bus.</p> <p><i>"I strongly believe that if Portland is to maintain its fabulous quality of life it must plan now for an increasingly crowded future. Alternatives to crowded freeways, such as more MAX lines, are critical for this vision."</i></p> | <ul style="list-style-type: none"> • BA, Brown University, Providence, RI • JD, UCLA, Los Angeles, CA | <ul style="list-style-type: none"> • Small Business Owner (small baking company) • Attorney (presently not practicing) | <ul style="list-style-type: none"> • Pro-Bono Public Interest Cases • Neighborhood Associations |
| <p>GILLEY, H. Rex 6405 SE 30th Avenue Portland, OR 97202 Multnomah County (503) 774-8780 home (503) 240-5872 bus.</p> <p><i>"The importance of regional transportation planning became very apparent to me while working with PDOT on the recent ASCP update. Meeting LCDC's Goal 12 while maintaining economic growth will require increased Metro leadership. I would like to input this process."</i></p> | <ul style="list-style-type: none"> • BS, Economics, Portland State University • Certified Qualified, Safety Director (motor vehicle safety and fire safety courses) | <ul style="list-style-type: none"> • Special Projects Manager, Jubitz Corporation • Former Safety Engineer, Standard Oil Company of California (Chevron) • Former Safety Director and Profit Center Manager, Rollins-TER (Rollins Leasing) • Former Owner/Consultant, MacGill Management Services (small business "turn-about" management) | <ul style="list-style-type: none"> • Secretary, Association for Responsible Road Use (ARRU) • Member, Land Use Committee, East Columbia Neighborhood Association • Member, Transportation, Columbia Corridor Association • Land Use Committee, North/Northeast Business Association • Member, Citizen's Advisory Committee, PDOT Columbia Corridor Transportation Study |

| Name/Address/County/Phone <i>Interest in Applying</i> | Educational Background | Occupational Background | Community Service/ Honors |
|---|---|--|--|
| <p>HUNTER, (Allan) Gordon 5260 NE 74th Avenue Portland, OR 97218-3706 Multnomah County (503) 252-9581 home (503) 223-8098 bus. (503) 234-3265 Metro CDC</p> <p>"TPAC"</p> | <ul style="list-style-type: none"> ● BS, Portland State University ● MS, Political Science, University of Utah, Salt Lake City, Utah ● Attended Washington State University | <ul style="list-style-type: none"> ● Book Store Person, Great NW Bookstore ● Former Real Estate Agent ● Former High School and College Teacher ● Former Assistant Professor, Lewis-Clark State College, Lewiston, Idaho | <ul style="list-style-type: none"> ● Member, Transportation Policy Alternatives Committee, Metro ● President and Founder, Metro Community Development Corp. ● Former Member, Reclaiming Our Streets Task Force ● Member, Composter Enhancement Committee, Metro ● Former Member, Citizen Budget Committee, Multnomah County |
| <p>O'REILLY, Molly 1414 NW 53rd Drive Portland, OR 97210 Multnomah County (503) 292-4930 home/bus. (503) 624-6083 message</p> <p><i>"I am currently a citizen member of TPAC with an excellent attendance/participation record. Regional planning is in a state of quick transition, and it takes over a year for a new citizen to get up to speed. I want to participate through the next RTP cycle and see Metro's citizen involvement process developed and in place. Continuity is important right now, and I feel I bring a constructive voice for citizens and advocates of alternate modes to the table."</i></p> | <ul style="list-style-type: none"> ● BA, Reed College, Portland, OR ● MBA, Pepperdine University, Los Angeles, CA ● Management, Sales, Listening, Negotiating, Service Training, Xerox Corporation | <ul style="list-style-type: none"> ● Project Consultant ● Former Executive Director, Pioneer Courthouse Square ● Former President/Half-Owner, Sunshine Valley Growers (wholesale nursery) ● Former Service Manager, Xerox Corporation ● Former Market Research Analyst, American Motors | <ul style="list-style-type: none"> ● Current Member, Transportation Policy Alternatives Committee (TPAC) ● President, Sensible Transportation Options for People (STOP) ● Advisory Board Member, Willamette Pedestrian Coalition ● Board Member, Friends of Forest Park ● Past President, Forest Park Neighborhood Association ● Recipient, Multnomah County Volunteer Award, 1990 ● Recipient, Neighborhoods West/NW Recognition Award, 1990 ● Recipient, Neighbor Newspaper "Good Neighbor" Award, 1990 ● Former Member, Central Precinct Advisory Council (Police) ● Former Member, City of Portland Noise Review Board |

| Name/Address/County/Phone <i>Interest in Applying</i> | Educational Background | Occupational Background | Community Service/ Honors |
|---|--|--|---|
| <p>PORTER, John D. 12070 SW Fischer Road, #J105 Tigard, OR 97224 Washington County (503) 970-8658 home (503) 222-6762 bus.</p> <p><i>"Personal interest in the transportation planning process. Hope to contribute to process to ensure that effective transportation planning occurs in a period of limited resources. Also hope to learn more about alternative forms of transportation and issues they face."</i></p> | <ul style="list-style-type: none"> ● BS, Oregon State University ● Master of Taxation, Portland State University ● Certified Public Accountant, State of Oregon | <ul style="list-style-type: none"> ● Chief Financial Officer, AAA Oregon ● Former Audit Manager, Deloitte and Touche | <ul style="list-style-type: none"> ● Staff, Governor's Task Force on Local Government Services ● Various other non-profit and charitable activities |

| Name/Address/County/Phone Interest in Applying | Educational Background | Occupational Background | Community Service/ Honors |
|--|--|---|--|
| <p>VANDERSLICE, Ellen M. 2951 NW Raleigh Street Portland, OR 97210-1975 Multnomah County (503) 228-5441 home (503) 223-0325 bus.</p> <p><i>"I have now served as a Citizen Alternate on TPAC since November, 1990. In that time, I have become familiar with transportation issues throughout the region. My principal focus is on livable community issues, and transportation is, to my mind, a key element of the livability equation. I believe that my experience and ability to maintain a regional focus, combined with an outstanding attendance record and proven sustained interest, will allow me to ably serve the citizens of the Metro region as their representative on TPAC. Thank you for the opportunity to apply."</i></p> | <ul style="list-style-type: none"> ● BS, Architecture, University of Michigan ● Master of Architecture, University of Michigan | <ul style="list-style-type: none"> ● Intern Architect/Project Designer, David Guilietti, Architect ● Former Intern Architect, Phillip McCurdy, Architect ● Former Field Engineer, Barton Malow/CM, Ann Arbor | <ul style="list-style-type: none"> ● Citizen Alternate, Transportation Policy Alternatives Committee (TPAC) ● Co-Founder, Vice-President and Director of Communications, Willamette Pedestrian Coalition ● Member, Portland Pedestrian Program Citizen Advisory Committee ● Member and Former Chair, Northwest District Association Transportation Committee ● Former Member, Citizen Advisory Committee for the Metro Northwest Subarea Study ● Chair and NWDA Representative, Inter-Neighborhood Review Committee for the Northwest Traffic Circulation Project ● Former Member-at-Large, City of Portland Bureau of Planning Citizen and Developer Advisory Committee on the Transportation Planning Rule ● Recipient, "Reclaiming Our Streets All-Star Award", City of Portland, 1991 ● Recipient, "The Neighbor Newspaper Community Award for Leadership" (shared), 1987 ● Recipient, Alpha Rho Chi Medal for Leadership and Service, University of Michigan ● Recipient, The American Institute of Architects Certificate of Merit, University of Michigan ● Recipient, Marian Sarah Parker Award for Scholastic Excellence (shared), University of Michigan |

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 94-1950 FOR THE PURPOSE OF MAKING CITIZEN APPOINTMENTS TO THE TRANSPORTATION POLICY ALTERNATIVES COMMITTEE (TPAC)

Date: March 31, 1994

Presented by: Gail Ryder

PROPOSED ACTION

Resolution 94-1950 appoints three citizen members to the Transportation Policy Alternatives Committee (TPAC). The appointment is to begin immediately upon approval by the Metro Council and will end in March, 1996.

FACTUAL BACKGROUND AND ANALYSIS

In February and March of this year, notice of recruitment for three TPAC citizen positions was circulated by press release to area newspapers and through mailings to Councilors, JPACT, and TPAC. Interested candidates were given until March 15, 1994 to submit an application for the three positions. The application provided opportunity for candidates to share personal affirmative action information.

Upon closing of the application period, the Council Planning Committee Chairperson appointed a subcommittee to review the applications and offer interviews to a list of finalists. Eight candidates were offered interviews. Interviews were conducted on April 7, 1994 before the Council Planning Committee and the following three individuals were selected for terms to commence upon approval by the Metro Council and ending in March, 1996:

Molly O'Reilly
Rex Burkholder
David Bragdon

Meeting Date: April 14, 1994
Agenda Item No. 7.3

RESOLUTION NO. 94-1940

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 94-1940, FOR THE PURPOSE OF EXPRESSING METRO COUNCIL SUPPORT FOR THE "BOTTOMS UP, THREES DOWN" CAMPAIGN TO BOYCOTT AND ELIMINATE PVC (#3) CONTAINERS

Date: April 7, 1994

Presented by: Councilor McLain

Committee Recommendation: At the April 5 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 94-1940. Voting in favor: Councilors Buchanan, Hansen, McFarland, McLain, Monroe and Wyers.

Committee Issues/Discussion: This resolution was drafted at the request of Councilor Wyers, to express Metro Council support for an upcoming campaign initiated by Recycling Advocates to boycott #3 PVC plastic packaging. Councilor Wyers reviewed the rationale behind the proposed boycott. She noted that PVC is harmful to the environment and has been linked to various health problems. She noted that PVC packaging retards the recycling of other types of plastic packaging because when loads of such packaging are contaminated by PVC packaging, the PVC must be removed before the remaining material can be processed. She noted that a press conference to announce the boycott will be held in the Metro courtyard on April 12 at 10:00 A.M.

Jeanne Roy and Mary Blankevoort testified in favor of the resolution on behalf of Recycling Advocates. Roy noted that in many areas of the country #1 plastics are recycled, but in the Portland area she indicated that #1 container recycling has been difficult because loads are often contaminated with #3 PVC packaging. This requires additional sorting and cost to remove the PVC packaging. Roy indicated that Recycling Advocates targeted PVC packaging because it is only a small portion of the total packaging market, there are alternatives for PVC packaged products (ie. other brand names or even the same brand name in a different size), and PVC is environmentally damaging.

Blankevoort reviewed Recycling Advocates supermarket survey which identified about 80 products packaged in #3 containers. She noted that in each case, the same product was available in alternative packaging. She noted that the 50 companies that manufactured the products were contacted. About half responded, with five companies indicating that they were decreasing or eliminating PVC packaging.

Roy noted that they will be creating written material related to the boycott and that Metro's support would be very helpful.

William Carroll, representing Occidental Chemical Corporation of Dallas, Texas, submitted written testimony in opposition to the resolution. He noted that PVC is generally required when a plastic container requires a rigid handle, which is often necessary on

larger-size containers. He explained that he has been involved in with a PVC recycling program for five years. He contended that automated recycling systems have been developed that separate PVC packaging from other types of packaging. He also expressed concern that several of the "whereas" clauses in the resolution were not supported by hard evidence. He advocated that Metro support the development of a collection and recycling system for PVC plastic instead of supporting a boycott. He noted that automated plastic sorting systems would probably soon be available in the Portland area.

PVC BAN INFORMATION

Some of the reasons Metro supports the PVC container ban.

- * Metro supports designing for recyclability and minimizing the number of plastic resins utilized in packaging.
- * PVC is a contaminant in a plastics recycling program. It looks a lot like PET and would be indistinguishable in a ground or flaked form. This causes problems in plastics collection and processing systems.
- * Although PVC containers can be recycled, they do contaminate a program where other plastics are involved. This is the main reason they are not included in our local recycling programs.
- * PVC cannot be easily sorted from other plastics, particularly in a mechanical sorting process that uses a float system. Removing PVC in an automatic system can be expensive and involves special equipment, such as electronic detectors.
- * The vinyl chloride component of PVC can cause environmental and health concerns. In particular, burning will release chlorine in the air. That is why the APC has spent so much time studying how to keep this material out of the pyrolysis unit in the Chehalis plant.
- * PVC has been preferred for certain packages because of chemical properties that make it suitable for oil products (salad oils) and for large bottles with handles. It appears that new advances make it possible to utilize PET for these types of products. For the reasons mentioned above, this substitution of PET should be promoted through consumers' buying preferences. Programs for custom PET recycling are currently being established in Oregon.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF EXPRESSING) RESOLUTION NO. 94-1940
METRO COUNCIL SUPPORT FOR THE)
"BOTTOMS UP, THREES DOWN") Introduced by Presiding
CAMPAIGN TO BOYCOTT AND ELIMINATE) Officer Judy Wyers
PVC(#3) CONTAINERS)

WHEREAS, PVC packaging contains chlorine, which is highly toxic and damaging to the environment; and

WHEREAS, PVC is made of chemicals linked to cancer, birth defects, liver and kidney damage; and

WHEREAS, Incineration disposal of PVC packaging produces hydrochloric acid, a corrosive air pollutant; and

WHEREAS, PVC packaging has a recycling rate of less than one percent and may reduce Oregon's ability to meet the 1995 goal of recycling 25% of all rigid plastic containers; and

WHEREAS, PVC container contamination of more valuable plastics eliminates or reduces recycling opportunities; and

WHEREAS, several European countries and Australia are phasing out PVC packaging; now, therefore,

BE IT RESOLVED,

That the Metro Council supports the "Bottoms Up, Threes Down" boycott of PVC #3 plastic packaging and the elimination of such packaging from the marketplace.

ADOPTED by the Metro Council this _____ day of _____, 1994.

Judy Wyers, Presiding Officer

Meeting Date: April 14, 1994
Agenda Item No. 7.4

RESOLUTION NO. 94-1941

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 94-1941, FOR THE PURPOSE OF REVISING CHAPTER 5 OF THE REGIONAL SOLID WASTE MANAGEMENT PLAN AND ADJUSTING TONNAGES AT METRO FACILITIES

Date: April 7, 1994

Presented by: Councilor Monroe

Committee Recommendation: At the April 5 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 94-1941. Voting in favor: Councilors Buchanan, Hansen, McFarland, McLain, Monroe and Wyers.

Committee Issues/Discussion: This resolution was drafted at the request of Councilor Monroe. The purpose is to direct staff to revise the facility-related elements of the Regional Solid Waste Management Plan and direct staff to implement a plan to redirect a minimum of 60,000 tons of solid waste from Metro South to Metro Central. Councilor Monroe noted that the resolution is identical to an earlier resolution (94-1892), except that language relating to a moratorium of transfer stations has been removed. He recalled that it was this language that caused the earlier resolution to be defeated.

BEFORE THE METRO COUNCIL

| | | |
|---------------------------------|---|---------------------------|
| FOR THE PURPOSE OF REVISING |) | RESOLUTION NO. 94-1941 |
| CHAPTER 5 OF THE REGIONAL SOLID |) | |
| WASTE MANAGEMENT PLAN AND |) | Introduced by the Council |
| ADJUSTING TONNAGES AT METRO |) | Solid Waste Committee |
| FACILITIES |) | |

WHEREAS, The Composter facility is no longer operational; and

WHEREAS, A number of new processing and recycling facilities addressing specific waste streams will likely be sited; and

WHEREAS, The organic waste stream study may produce recommendations affecting facility configuration and development; and

WHEREAS, Major industrial waste generators may develop new non-Metro-related disposal options; and

WHEREAS, Review of the solid waste revenue system may produce recommendations affecting facility financing; and

WHEREAS, Tonnage adjustments between existing facilities are needed to maximize their efficient and cost-effective operation; now, therefore,

BE IT RESOLVED,

1. That the Metro Council authorizes the revision of Chapter 5 and such other elements of the Regional Solid Waste Management Plan and Metro Code as may be necessary to prepare a new facility plan. This revision shall address Metro's regulatory relationship with existing and potential new types of disposal and processing facilities and the nature and configuration of the Metro region's solid waste disposal and processing system.

2. That the Metro Council authorizes the development of a plan to adjust tonnage levels between Metro Central and Metro South

Stations, for the purpose of reducing projected annual tonnage levels at Metro South Station by a minimum of 60,000 tons.

3. The revised chapter shall be presented for Council consideration prior to December 31, 1994. The tonnage adjustment plan shall be implemented by July 1, 1994.

ADOPTED by the Metro Council this _____ day of _____, 1994.

Judy Wyers, Presiding Officer

Meeting Date: April 14, 1994
Agenda Item No. 7.5

RESOLUTION NO. 94-1942A



METRO

DATE: April 8, 1994

TO: Metro Council
Executive Officer
Agenda Recipients

FROM: Paulette Allen, Clerk of the Council *PA*

RE: AGENDA ITEM NO. 7.5; RESOLUTION NO. 94-1942A

The Regional Facilities Committee report on the above-referenced resolution will be distributed in advance to Councilors and available at the Council meeting April 14, 1994.

BEFORE THE METRO COUNCIL

| | | |
|--------------------------------------|---|---------------------------|
| FOR THE PURPOSE OF ESTABLISHING A |) | RESOLUTION 94-1942A |
| METROPOLITAN GREENSPACES |) | |
| BLUE RIBBON COMMITTEE TO ADVISE |) | Introduced by Rena Cusma, |
| METRO COUNCIL ON THE CHARACTERISTICS |) | Executive Officer |
| OF A GREENSPACES GENERAL OBLIGATION |) | |
| BOND MEASURE |) | |

WHEREAS, On July 23, 1992, through Resolution No. 92-1637, the Metro Council adopted the Metropolitan Greenspaces Master Plan; and

WHEREAS, The Metropolitan Greenspaces Master Plan recommends Metro to place a greenspaces funding mechanism before the voters of the region to establish a regional revenue source for the acquisition and capital improvement of greenspaces; and

WHEREAS, On September 23, 1993, through Resolution No. 93-1844A, the Metro Council stated their intent to submit to voters in 1994, a general obligation bond measure for the acquisition and development of a regional greenspaces system; and

WHEREAS, On December 9, 1993, the Metro Council approved Ordinance No. 93-516A, amending the Fiscal Year 1993-94 budget to augment funding for a consultant to examine issues concerning the referral of a potential greenspaces acquisition funding measure; now, therefore,

BE IT RESOLVED,

1. That the Metro Council hereby confirms the formation of a Metropolitan Greenspaces Blue Ribbon Committee ~~with no less than nine (9) and no more than seventeen (17) members (Exhibit A). to review civic and business leader survey findings, public opinion survey findings, and the Greenspaces Policy Advisory Committee recommendations (Exhibit B).~~

2. The Metropolitan Greenspaces Blue Ribbon Committee will ~~accomplish the responsibilities defined in Exhibit B.~~ ~~make a recommendation to the Metro Council by May 31, 1994 on the timing and attributes of a greenspaces general obligation bond measure for consideration on the question of whether to refer a funding measure to the voters of the region.~~

ADOPTED by the Metro Council this _____ day of _____, 1994.

Judy Wyers, Presiding Officer

BLUE RIBBON COMMITTEE MEMBERSHIP

The following have agreed to serve on the Greenspaces Blue Ribbon Committee pending Metro Council confirmation:

Fred Miller, Vice President of Public Affairs, Portland General Electric

Gail Achterman, Partner, Stoel Rives Boley Jones & Grey

Bill Naito, President, H. Naito Corporation

Pauline Anderson, former Multnomah County Commissioner

Bill Wessinger, President, The Wessinger Foundation

Barbara Hutchison, former Public Affairs Director, Oregon Department of Fish & Wildlife

Josephine Pope, President, Friends of the Arboretum

Roger Qualman, Vice President, Norris Beggs & Simpson

Gordon Jones, President, Clackamas Sand & Gravel

Jack McGowan, Executive Director, Stop Oregon Litter & Vandalism (SOLV)

Jon Chandler, President, Metropolitan Homebuilders Association

John Sherman, Vice President, Friends of Forest Park

Michael McKeel, DMD, real estate developer

Mary Mark, Conservation Committee Chair, Portland Garden Club

Other candidates for the remaining committee positions will be contacted and identified for Metro Council consideration on or before April 14, 1994.

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 94-1942, FOR THE PURPOSE OF ESTABLISHING A METROPOLITAN GREENSPACES BLUE RIBBON COMMITTEE TO ADVISE METRO COUNCIL ON THE CHARACTERISTICS OF A GREENSPACES GENERAL OBLIGATION BOND MEASURE

Date: 6 April 1994

Presented by: Pat Lee

PROPOSED ACTION

Resolution No. 94-1942 requests the formation of a committee of no less than nine (9) and no more than seventeen (17) civic and business leaders from the metropolitan region to provide advice to Metro Council in their consideration of referring a bond measure to the voters for the purpose of financing the acquisition of greenspaces. The resolution also defines the scope of work for the Metropolitan Greenspaces Blue Ribbon Committee.

BACKGROUND AND ANALYSIS

On September 23, 1993, the METRO Council passed Resolution No. 93-1844A stating its intent to submit to the voters in 1994, a general obligation bond measure for the acquisition and development of a regional greenspaces system consistent with the Metropolitan Greenspaces Master Plan. This resolution also directed Metro staff to establish a process to consult with civic and business leaders to determine their recommendations relative to a greenspaces general obligation bond measure.

On December 9, 1993, the Metro Council approved Ordinance No. 93-516A, amending the Fiscal Year 1993-94 budget to appropriate funds to hire a firm to conduct interviews with civic and business opinion leaders, a public survey, and facilitate the formation of a Blue Ribbon Committee regarding greenspaces acquisition and capital improvements funding. Conkling, Fiskum, and McCormick (CFM), a public affairs consultant, was contracted by Metro to conduct the work.

Results of the survey work were reported to the Greenspaces Policy Advisory Committee in February 1994 by CFM. Based on the survey results, there appears to be enough public support to warrant the examination of a bond measure package of specific greenspaces and trail corridor sites in the range of \$50 to \$150 million.

It is the recommendation of CFM and Metro staff to establish a Blue Ribbon Committee composed of civic and business leaders to review the public opinion data and recommendations of the Greenspaces Policy Advisory Committee, including a list of priority acquisition sites. The Blue Ribbon Committee would make a recommendation to the Metro Council regarding whether to refer a bond measure to the public, the preferred date, size of the bond measure request, and specific elements of the bond measure.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 94-1942.

Meeting Date: April 14, 1994
Agenda Item No. 7.6

RESOLUTION NO. 94-1946A



METRO

DATE: April 8, 1994

TO: Metro Council
Executive Officer
Agenda Recipients

FROM: Paulette Allen, Clerk of the Council *PA*

RE: AGENDA ITEM NO. 7.6; RESOLUTION NO. 94-1946A

The Regional Facilities Committee report on the above-referenced resolution will be distributed in advance to Councilors and available at the Council meeting April 14, 1994.

BEFORE THE METRO CONTRACT REVIEW BOARD

| | |
|---------------------------------------|---------------------------|
| FOR THE PURPOSE OF AUTHORIZING THE) | RESOLUTION NO. 94-1946A |
| RELEASE OF REQUEST FOR PROPOSAL FOR) | |
| THE METRO WASHINGTON PARK ZOO'S) | |
| OREGON PROJECT AND AUTHORIZING A) | Introduced by Rena Cusma, |
| MULTI-YEAR DESIGN CONTRACT WITH) | Executive Officer |
| THE SELECTED DESIGN TEAM) | |

WHEREAS, The Metro Council adopted the Metro Washington Park Zoo's 25-year plan on December 10, 1992; and

WHEREAS, The first phase of the Metro Washington Park Zoo's master plan is proposed to include exhibits displaying native wildlife and habitats and a new entrance; and

WHEREAS, Effective planning requires further design beyond the concepts produced as part of the 25-year plan; and

WHEREAS, The Metro Washington Park Zoo's 93-94 fiscal year budget includes \$934,000 for the design of Phase 1 of the Zoo's master plan; now, therefore,

BE IT RESOLVED,

That the Contract Review Board authorizes the release of the Request for Proposal (Attachment A) for the design of the Oregon project and the Metro Council authorizes the Executive Officer to execute a multi-year contract in the form substantially similar to Attachment B with the selected design team, provided that the contract shall not authorize the selected design team to proceed beyond phase one of the project until the Council formally approves a contract amendment that authorizes additional work.

ADOPTED by the Metro Contract Review Board this _____ day of _____, 1994.

Judy Wyers, Presiding Officer

EXHIBIT A

SCOPE OF ARCHITECT'S SERVICES

A. GENERAL

1. Architect shall prepare all plans, specifications, two final colored renderings, sections, elevations, details and other documents and information which may be necessary or convenient to adequately and completely convey to Owner, Contractor(s) and others the information necessary for the design and construction of the project. For purposes of convenience, the Architect's services under this Agreement are referred to as Basic Services. All services referred to in this Agreement are Basic Services, unless and except as specifically referred to as Extra Work Items (Exhibit D). Architect shall perform Extra Work Items only if requested by Owner.

Except as specifically provided below, Architect's Basic Services shall consist of those architectural, engineering and other services which are customarily performed during the design and construction of comparable projects. They include architectural, structural, seismic, mechanical, electrical, life safety, interior design, audio/visual, surveys, acoustical, food service, energy conservation, security, civil engineering, landscape architectural services, graphics and signage, Zoo exhibit design, exhibit interpretive design, and such others as required by Contract to complete the work.

The parties recognize that funding for the construction of this Project is not yet certain. Therefore, the full Scope of Architect's Services is contingent upon and shall not be implemented until such time as the Project becomes fully funded. Initially, Architect shall only perform all portions of Phases (1) Programming, (2) Preliminary Concepts, and (3) Schematic Design Services of the Basic Services and thereafter await Owner's further directions. Architect shall proceed with the remaining phases of the Basic Services when a written Notice to Proceed has been issued by Owner. The remaining phases may be undertaken in successive components, rather than in a lump sum format.

2. The Architect shall meet and confer with the Owner on a regular weekly basis during the Design Phase with respect to site use and improvements, selection of materials, building systems and equipment, and to consider the Owner's recommendations on construction feasibility, availability of materials and labor, time requirements for installation and construction and factors relating to costs of alternative designs or materials, preliminary budgets and possible economies.
3. The Architect shall be responsible for all internal printing and reproduction costs for its own use and for the use of its consultants in preparing, checking, coordinating and estimating the Project through and including the Construction Document Phase. Architect shall provide ten (10) sets of all material including drawings, specifications, and other documents for Owner's use at completion of Preliminary Concepts, Schematic Design, Design Development and at 30 percent, 60 percent and 100 percent completion of the Construction Document Phase.
4. A narrative progress report shall be submitted each month. The report shall include discussion of progress to date, problems, potential causes for delay or cost overrun and other information pertinent to the Project.
5. Evaluations of the Owner's Project budget, Statement of Probable Construction Cost and Detailed Estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's method of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, if any, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.

The Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Construction Documents alternate bids to adjust the Construction Cost to the fixed limit.

If the Bidding Phase has not commenced within three (3) months after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

6. Architect shall maintain for the duration of the Contract, professional liability insurance covering personal injury and property damage arising from errors, omissions or malpractice. Coverage shall be in the minimum amount of \$1,000,000. Architect shall provide Owner a certificate of this insurance, and thirty (30) day's advance notice of material changes or cancellation.

B. BASIC SERVICES

Basic Services consist of work in eight (8) phases: (1) Programming; (2) Preliminary Concepts; (3) Schematic Design Services; (4) Design Development Services; (5) Construction Documents Services; (6) Bidding Phase Services; (7) Construction Contract Administration Services; and (8) Post-Construction Services.

C. PROGRAMMING

1. The Architect shall develop for Owner's review and approval a functional program, space program and budget for this facility. To perform this work, the Architect will be provided the following information: (1) previously prepared Master Plan, Metro Washington Park Zoo, "Caring Now for the Future of Life"; (2) previously prepared space plan for the entry and education complex; (3) priority list reflecting comments from selected community members; (4) key messages formulated through a series of previously conducted meetings with individuals representing diverse viewpoints; (5) recent aerial photographs; (6) site topographical drawing at 2-foot contour intervals (available on AutoCAD); and (7) utility plan. This information shall be subject to evaluation and testing as preliminary design concepts are developed, resulting in a final approved facility program.
2. Architect shall prepare initial site analysis considering Geotechnical, Topographical, Utility (including relocation if applicable), Pedestrian Flow and Service circulation, and existing building and exhibit demolition issues.
3. Architect shall develop jointly with Owner design objectives, overall project schedule (including application for and receipt of conditional use permit) and a Work Plan for future phases.
4. Architect shall investigate concepts for the overall development of the site, including land use, building sites, exhibit sites, interior and exterior pedestrian and vehicular circulation including railway, security provisions, storage and service provisions, landscaping concepts, site amenities and relationships to surrounding developments. Architect shall prepare and develop for Owner's review and approval a project program which synthesizes all previously provided information, incorporating the foregoing concepts and specifying optimum entry, building and exhibit placement, elevation and massing, phasing and site utilization.
5. Architect shall coordinate its work with the work of the Owner's separate contracts for the project. Architect shall consult with the City of Portland as required to obtain the building permit(s). Architect shall also prepare written and graphic explanatory materials and appear on Owner's behalf at meetings to brief interested parties.
7. Architect shall make presentations of Programming and Site Analysis studies and data for approval by Owner. Program shall be formally adopted to serve as the basis for further design.

D. PRELIMINARY CONCEPTS.

1. Architect shall develop five (5) preliminary design concepts in sketch format (single line drawn from hand to scale is acceptable) in sufficient detail to allow adequate comparison for Owner to select a design direction from which three (3) will be selected for full development as described in paragraph 3, below.
2. Design shall be based on the Program developed in the previous Phase and approved by the Owner. Designs shall include building and exhibit program for this Project and concept plan for future (unprogrammed) development.
3. Preliminary design concepts will be presented as small scale floor and site plans, building elevations indicating general concept of fenestration, building cross sections, massing models without indication of fenestration and materials, exhibit elevations, landscaping plans, and narrative descriptions of the proposed exhibits.
4. Floor plans shall show relationship of major interior spaces and major entrances.
5. Site plans shall show the main entry, buildings and exhibits, visitor viewing areas, landscaped areas, plaza, pedestrian and service circulation.
6. Architect shall evaluate the preliminary concepts against the construction budget estimates, schedule, design objectives and responsiveness to program.
7. Architect shall make presentations of Preliminary Concepts for consideration by Owner and selection and approval of one concept for further refinement in the Schematic Design Phase.
8. Architect shall provide ten (10) sets of copies of all drawings and written material related to the selected preliminary design concept phase.

E. SCHEMATIC DESIGN SERVICES

1. Based on the selected Preliminary Design Concept, the Architect shall provide the services necessary to prepare Schematic Design Documents consisting of outline Drawings and Specifications and other documents illustrating the general scope, scale and relationship of Project components for approval by the Owner. Schematic Design shall also show conceptual plans for future development. Schematic design studies shall consist of schematic plans and section drawings sufficient to meet the programmatic needs and to illustrate the scale and relationships of the architectural, structural, mechanical, electrical, civil, landscaping, exhibit and other aspects of all components of the project. Architect shall prepare mounted presentation drawings, sketch perspectives, scale study models, and other graphic material as required.
2. The Architect shall evaluate Schematic Design against budget, schedule, design objectives and responsiveness to program.
3. Architect shall coordinate its work with the work of the Owner's separate contracts for this Project. Architect shall consult with the City of Portland as required to obtain the building permit(s). Architect shall also prepare written and graphic explanatory materials and appear as may be required on Owner's behalf at meetings to brief interested parties.
4. Provide materials research for the identification of potential architectural materials, systems and equipment and their criteria and quality standards consistent with the conceptual design. The Architect shall also investigate the availability and suitability of alternative architectural materials, systems and equipment.
5. The Architect shall report on the status of the design schedule and the projected work plan for future phases.

6. The Architect shall provide a cost estimate at the end of the Schematic Design Stage. This estimate shall be based on a square foot parameter cost for major project components. This estimate will be referred to as the "Approved Design Budget."
7. At the end of the Schematic Design Stage, the Architect shall present for approval, by the Owner, the drawings and other documentation defining the design, project description and structural, mechanical and electrical system recommendations.

Submission shall consist of:

- a. Site Plan at 1" = 20' scale showing buildings, exhibits, visitor viewing areas, plaza, entry, pedestrian and service circulation, ingress and egress to site, parking, Westside Light Rail Station, loading and proposed location of any special site features.
 - b. Floor Plans at 1/8" scale showing exterior walls with double lines and interior walls with single lines. Plans shall include:
 - (1) The following program spaces: entry, education complex, train station, support space (service and office areas, meeting rooms), public amenities (restrooms, restaurant, gift shop).
 - (2) Building entrances and exits.
 - c. Plans at 1/8" scale. Plans shall include:
 - (1) The following program spaces: plaza, exhibits, gardens, and animal contact area.
 - (2) Exhibit layouts shall delineate areas of water, landscape, planting zone and visitor viewing zone. Indicate placement of significant rock work. Include planting plan showing massing and plant character and grading plan. Include cross-sectional drawings to show site character and visitor viewing/sight lines. Indicate location of animal holding facilities and methods to screen such facilities from visitor's viewing.
 - d. Elevations showing exterior of entry, train station and public amenities (restrooms, restaurant, gift shop) and other selected exhibits.
 - e. Narrative description of:
 - (1) Proposed plan vs. program.
 - (2) Visitor experience traveling through entry, plaza and exhibits, including messages and story line the exhibits seek to communicate.
 - (3) Visitor experience traveling to and using the education complex.
 - (4) Recommendations of appropriate location(s) for donor recognition.
 - (5) Discussion of suggested location(s) for One Percent for Art artwork.
 - (6) Proposed building materials.
 - (7) Building system recommendations for structural, mechanical and electrical systems.
 - f. Cost estimate covering all components.
8. Architect shall provide ten (10) sets of copies of all drawings and written material. One set of site plans, floor plans and building elevations shall be rendered and mounted for presentation purposes.

F. DESIGN DEVELOPMENT SERVICES

1. In the Design Development Stage, the Architect shall provide those services necessary to prepare from the approved program, Schematic Design Documents and Approved Design Budget for approval by the Owner the Design Development Documents consisting of Drawings and Specifications and other documents to fix and describe the size and character of the entire project, including architectural, structural, food services,

vertical transportation, mechanical, electrical systems and security systems, graphics, landscape, equipment, materials and such other elements as may be appropriate. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety and maintenance requirements, and energy conservation.

2. Based upon the approved Schematic Design, the Architect shall prepare the documents for this Design Development Phase according to the following guidelines:
 - a. Architectural design documentation services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the project through:
 - (1) Plans, sections and elevations.
 - (2) Typical construction details.
 - (3) Fenestration, building enclosure.
 - (4) Three-dimensional sketch(es).
 - (5) Character and quality of building interiors.
 - (6) Preliminary color/material palette.
 - (7) Study model(s).
 - (8) Final materials selections.
 - (9) Equipment layouts.
 - (10) Building cross sections with floor to floor heights indicated.
 - (11) Graphics and Signage.
 - b. Structural design documentation services consisting of continued development of the specific structural system(s) and Schematic Design Documents in sufficient detail to establish:
 - (1) Basic structural system and dimensions.
 - (2) Final structural design criteria.
 - (3) Foundation design criteria.
 - (4) Sizing of major structural components.
 - (5) Critical coordination clearances.
 - (6) Drawings and Specifications and materials lists.
 - (7) Typical sections.
 - c. Mechanical design documentation services consisting of continued development and expansion of mechanical Schematic Design Documents and development of Drawings and specifications and materials lists to establish:
 - (1) Equipment sizes and capacities.
 - (2) Equipment layouts.
 - (3) Required space for equipment. Mechanical room layouts.
 - (4) Required chases and clearances.
 - (5) Acoustical and vibration control.
 - (6) Visual impacts.
 - (7) Energy conservation measures.
 - (8) Riser diagrams.
 - (9) Equipment schedule showing numbers and capacities of all major equipment, pumps, fans, etc.
 - (10) Equipment control system scheme.
 - d. Electrical design documentation services consisting of continued development and expansion of electrical Schematic Design Documents and development of Drawings and Specifications and materials lists to establish:
 - (1) Criteria for lighting, electrical and communications systems.

- (2) Sizes and capacities of major components.
 - (3) Equipment layouts.
 - (4) Required space for equipment.
 - (5) Required chases and clearances.
 - (6) Riser diagrams.
 - (7) Security system scheme.
 - (8) Energy conservation measures related to lighting.
- e. Civil design documentation services consisting of continued development and expansion of Civil Schematic Design Documents and development of Drawings and Specifications and materials lists to establish:
- (1) Site plans showing buildings and exhibits, paving, sidewalks, curbs, walkways, landscaped areas, retaining walls, railway and special features.
 - (2) Plan showing existing grades.
 - (3) Site drainage layout and location of utilities and points from which services will be run to the building.
 - (4) Site lighting and distribution from sources.
 - (5) Service areas.
 - (6) Primary and secondary entrances and exits.
- f. Landscape and streetscape design documentation services consisting of continued development and expansion of landscape Schematic Design Documents and development of Drawings and Specifications and materials lists to establish final scope and preliminary details for landscape work.
- g. Interior design documentation services consisting of continued development and expansion of interior Schematic Design Documents and development of Drawings and Specifications and materials lists to establish final scope and preliminary details relative to:
- (1) Interior construction of the project.
 - (2) Special interior design features.
 - (3) Furniture, fixtures and equipment selections.
- h. Exhibit Design documentation services consisting of continued development and expansion of Exhibit Schematic Design Documents to establish final scope relationships, forms, size and appearance of exhibits through:
- (1) Plans, sections and elevations.
 - (2) Typical construction details.
 - (3) Three-dimensional sketch(es).
 - (4) Exhibit layouts indicating animal viewing area, animal holding area, keeper areas and visitor viewing area.
 - (5) Preliminary color/material palette.
 - (6) Study model(s).
 - (7) Final materials selection.
 - (8) Equipment layouts.
 - (9) Interpretives.
 - (10) Graphics and signage.
3. At approximately one-half of completion of the Design Development Phase, the Architect shall conduct a review of the design process with the Owner to ascertain that the Design Development Documents are on schedule and addressing the Owner's program requirements.
4. Architect, as part of its production of the Design Development Documents, shall develop and refine as a single integrated document a written description of the criteria and standards to be incorporated into the

final Construction Documents, where such design has not been explicitly defined in the Design Development Documents.

5. During the course of this phase, Architect shall prepare evaluations of building and exhibit materials and systems for the purpose of comparing construction costs, operating costs and short- and long-term benefits, i.e., value engineering/life-cycle analysis.
6. Architect shall prepare, as part of Design Development, a Project Cost Estimate in sufficient detail to assist Owner in determining the reasonable construction costs of the Project. The estimate must take into account the availability of materials and labor, and construction sequencing and scheduling. If said estimate exceeds the "Approved Design Budget," the Architect shall, at the Architect's expense, redraw, revise and/or value engineer the Project, if so directed by the Owner, so that said estimate does not exceed the "Approved Design Budget" as adjusted by Owner. If Owner concludes that Architect's budget is inaccurate, program adjustments and/or alternates shall be prepared.
7. Architect shall coordinate its work with the work of the Owner's separate contracts for this Project. Architect shall consult the City of Portland as required to obtain the building permit(s). Architect shall also prepare written and graphic explanatory materials and appear as may be required on Owner's behalf at all agency meetings.
8. Architect shall conduct informal meetings with City Planning staff to solicit and receive their comments with respect to the Project.
9. Architect shall participate on the One Percent for Art selection committee and integrate and accommodate artwork in the final contract documents.
10. At the end of the Design Development Phase, the Architect shall report on the status of the design schedule and the projected work plan for future phases to the Owner, the Owner's Project Advisory Committee, and the Metro Council.
11. At the end of the Design Development Phase, the Architect shall present for approval, by the Owner, the Design Development Drawings and other documents as may be appropriate. In addition, Architect shall prepare and deliver to Owner two final colored renderings, depicting views selected by the Owner.
12. Architect shall provide ten (10) sets of copies of all final drawings and written material.

G. CONSTRUCTION DOCUMENTS SERVICES

1. Based upon the approved Design Development, the Architect shall prepare for approval by the Owner, Construction Documents based on the approved Design Development Documents.
2. Architect shall ascertain, consistent with professional A.I.A. standards, that the Construction Documents are complete, accurate and coordinated between the architectural work and the work of the engineering and other involved disciplines for the Project; and that the contents of the drawings and specifications are internally consistent and consistent with the end of the Design Development Phase concurred in by Owner. When Owner determines that revisions, amendments or supplementary documents are required because of a mistake on the part of Architect, Architect shall prepare them at no expense to Owner.
3. During the Construction Document Phase, Architect shall continue to prepare evaluations of building and exhibit materials and systems for the purpose of comparing construction costs, operating costs and short- and long-term benefits consistent with Paragraph F.5.
4. The Architect shall present Construction Documents at the 30 percent, 60 percent and final stages for Owner's review and comment. The Architect shall provide evaluation of budget, schedule and response to program and design objectives at each stage.

5. The Architect shall advise the Owner of any recommended adjustments to the Project's "Approved Design Budget" indicated by changes in Project scope requirements or general market conditions.
6. The Architect shall provide an independent estimate based on the 60 percent Construction Document Stage. If the Architect's estimate exceeds the "Approved Design Budget," the Architect shall, at the Architect's expense, redraw, revise and/or value engineer the Project, if so directed by the Owner, so that the estimate is within the "Approved Design Budget."

If Owner concludes that Architect's budget is inaccurate, program adjustments and/or alternates shall be prepared.

7. The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
8. The Architect shall conduct informal meetings with City Planning staff to solicit and receive their comments with respect to the Project.
9. The Architect shall attend governing agency meetings with the Owner as required to assist the Owner in obtaining guidelines for the Project from regulatory agencies having approval jurisdiction.
10. The Architect shall prepare written and graphic materials as may be required from time to time for Owner to obtain necessary uses, appeals, site and other governmental permits and approvals.
11. The Architect will participate in the Furniture, Fixtures and Equipment (FF&E) process by:
 - a. Providing as part of Basic Services lists, cost estimates and specifications for the purpose of bidding and/or purchasing the following:
 - (1) Furniture related to the program spaces.
 - (2) Audio/visual equipment for installation or use with the audio/visual systems that will be incorporated into the buildings and exhibits.
 - (3) Fixed food service equipment.
 - (4) Site furnishings.
 - (5) Equipment related to the exhibits.
 - b. Providing as part of Basic Services a list and a budget for generic types and quantities of loose equipment required for the operation of the Project.
12. Architect services shall include completion of all required surveys to determine location of property boundaries, utility connections, road geometrics and other physical parameters which may affect the design of the buildings and exhibits. These services will also include study and coordination for utility relocation and road improvements within the site required to make the site functional for subsequent phases, if required by Owner.
13. Architect shall, as part of the development of Division I of the Specifications, coordinate with Owner to prepare a Project Procedures Manual outlining all procedures to be followed for the processing, change orders, reporting, and control of all shop drawings, transmittals, submittals, substitutions, catalogs, project reports, field orders, test reports, inspections, maintenance manuals, and other construction documentation. Architect shall prepare for review by Owner a schedule of the time that will be required for the review of various shop drawings, samples, product data, and other items furnished by the Contractor. at a minimum, such procedures shall require Architect to prepare and maintain detailed drawing logs and shop drawing logs for all revision drawings, instruction bulletins, change orders, contractor's submittals, and similar documentation produced, transmitted, or received during the course of the work.

14. Architect shall prepare a complete set of signed reproducible Construction Documents and Specifications as the deliverable work product of this phase and suitable for use as bidding documents.
15. Architect shall prepare upon completion of Construction Documents Phase, an assessment of the estimated cost of construction based upon these final documents as compared to those documents used for the 60 percent construction document phase estimate. Assessment will provide Owner with the Architect's assessment of the anticipated lowest responsible general contract bid versus the "Approved Design Budget" prior to the Owner's decision to go out for construction bids.
16. The Architect shall provide final selection and obtain approval, by Owner, of colors and materials. The Architect shall provide final text for all exhibit interpretive material and signage and obtain approval by Owner.
17. The Architect shall provide presentation services for presentations of Construction Documents for final approval, by Owner, prior to bidding.

H. BIDDING PHASE

1. The Architect shall assist the Owner with respect to the following matters regarding solicitation and obtaining bids from Trade Contractors:
 - a. Establishing bidding schedules and procedures.
 - b. Assisting Owner in conducting pre-bid conferences with prospective bidders to familiarize bidders with the bidding documents and management techniques and with any special systems, materials or methods called for by the documents.
 - c. Answering questions and evaluating substitution requests and issuing bid document addenda.
2. Architect shall assist Owner with the preparation of all bid packages including alternates if required, General Conditions, Instructions to Bidders, bidding forms and other similar documents. Owner shall advertise, issue addenda, and print and distribute plans and specifications for bid.
3. Architect shall assist in Owner's review and analysis of low bid and participate in pre-award conferences with the successful bidder to discuss procedures and applicable regulations.
4. If addenda are issued during the bidding phase and/or changes are made prior to execution of the construction contract for any respective bid package, such drawings and specifications as require revisions shall be conformed to the required construction condition and re-issued by Architect as part of a complete reproducible set of Conformed Construction Documents.
5. In the event that the lowest responsible bid shall exceed the "Approved Design Budget," as contained in Construction Documents and accepted by Owner by more than five percent (5%), Architect shall, at Architect's expense, redraw and revise the plans and specifications, if so directed by Owner, so that a responsible bid within said "Approved Design Budget" may be obtained either by formal re-bidding or negotiation.

I. CONSTRUCTION PHASE

1. The Construction Phase will commence with the award of the first contract for construction and, together with Architect's obligation to provide Basic Services under this Agreement, will terminate when final payment to the Contractors is due, or in absence of a final Certificate of Payment or of such due date, sixty (60) days after the Date of Substantial Completion of the work, or beneficial occupancy, whichever occurs first.

2. Architect shall meet with, advise, and consult with the Owner and Contractors weekly to review design compliance, workmanship, and acceptability of the Contractor's performance and final product.
3. Architect shall assist in the administration of the construction contracts as set forth in the General Conditions. Architect shall meet with and advise Owner as requested to facilitate prompt, economical and satisfactory completion of construction.
4. Instruction by Architect to the Contractors shall be forwarded through the Owner except as may be required in the event of an emergency. Architect shall have authority to act on behalf of Owner only the extent provided in the Contract Documents unless otherwise modified in writing by Owner.
5. Architect shall assist Owner in conducting pre-construction and progress meetings at which Owner, Architect, and the Contractor(s) will discuss jointly such matters as procedure, progress, problems and scheduling.
6. Architect shall inform Owner in writing of any meetings and discussions with the Contractor or subcontractors that result in decisions or actions by the Architect which affect the Project.
7. Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work, for any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.
8. Architect shall at all times have access to the work. He shall visit the site as necessary but not less than once a week during the construction phase, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in conformity with the Contract Documents. However, Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. He shall prepare and submit to Owner a written report detailing his observations at each visit to the Project site. On the basis of such on-site observations as an architect, Architect shall keep Owner informed of the progress and quality of the work and shall advise Owner if the work in general is not proceeding in conformance with the Contract Documents. Architect shall endeavor to guard Owner against defects and deficiencies in the work of the Contractor.
9. Architect shall be the interpreter of the requirements of the Contract Documents as regards the compliance and workmanship in accordance with the design documents. Architect shall render interpretations necessary for the proper execution or progress of the work upon written request of Owner. Unless a longer period is agreed to by Owner, Architect shall render written decisions, within ten (10) working days of receipt thereof, on all claims, disputes and other matters in question between Owner and the Contractor relating to the compliance with design of the work or the interpretation of the Contract Documents.
10. Interpretations and decisions of Architect shall be provided to Owner within ten (1) working days of Architect's receipt of the requests for information, interpretations or decisions relating to compliance with the intent of the construction documents. When a period of greater than ten (10) working days is required to resolve such matters, Architect shall nonetheless indicate in writing within ten (10) days the effort and time required and shall confer with Owner as relates to the priority of such information. The information provided by Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written and/or graphic form.
11. Architect shall notify the Owner of any work which he observes does not conform to the Contract Documents and, upon instruction from the Owner, may reject such work on the Owner's behalf.
12. Architect shall establish and implement procedures for expediting the processing, review and acceptance of shop drawings and samples.

13. In accordance with professional practice, Architect shall review and note any exceptions or errors, or take other appropriate action, on the Contractor's submittals such as shop drawings, product data, samples, or other written or graphic material for conformance with the design concept of the work. Such review shall include whether or not the Contractor(s) has conformed with the Project design concept and with the Construction Documents. Such action shall be taken by Architect and its consultants consistent with the scheduling and progress of the Project, and within the priority assigned to the requirement for such information by Contractor(s) or Owner. All submittals by the Contractor(s) and their return by Architect shall be routed through Owner. Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Architect shall endeavor to protect Owner against defects, discrepancies, and deficiencies in such submittals of which Architect is aware or of which Architect in the exercise of reasonable care and through its development of the Construction Documents should be aware. Architect's review will not relieve Contractor(s) of any of its obligations under the Contract Documents.
14. Architect shall carefully review the Contractor's written requests for substitutions for specific products, materials, equipment, or systems, and other departures from the Construction Documents. Architect shall promptly complete its review so as to not unnecessarily disrupt the orderly progress of the work as represented by the current construction schedule maintained by Contractor. Architect shall provide to Owner a written response on the subject request, with a recommendation for its disposition and the reasons therefor.
15. Architect shall prepare Drawings, Specifications and supporting data and provide other services in connection with a Change Order to the extent that the Change Order is to remedy a deficiency or to clarify the Drawings and Specifications. This additional information shall be issued as a part of a complete reproducible set of Conformed Construction Documents.
16. Based on Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due to the Contractor. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site and on the data comprising the Contractor's Application for Payment that, to the best of the Architect's knowledge, information and belief the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect.
17. Architect shall review the work to determine, in consultation with the Owner, the occurrence of the Date of Substantial Completion of a portion of the work done by the Contractor(s) and the date upon which such portion is finally completed. The Architect shall also determine, in consultation with the Owner, the occurrence of the Date of Substantial Completion of all portions of the work and the date of final completion of the work. The Architect shall, based on his observations and investigation, compile a list of incomplete and unsatisfactory items to be forwarded to the Owner who shall obtain from Contractor a schedule for their completion. The Architect shall review all written warranties, as-builds, operation and maintenance manuals and related documents required by the Contract Documents as assembled by the Contractor.
18. Architect shall review the testing and inspection reports of independent testing agencies, and make written recommendations to Owner as the evaluation of the report data dictates.
19. Architect shall review and become knowledgeable with the Contractor's construction schedule as accepted by Owner. Its reviews, approvals, investigations, clarifications, interpretations and all other activities needed shall be carried out in a prompt manner so as not to delay the Project in any way except if authorized in advance in writing by Owner.
20. Architect shall provide testing and air balancing criteria for all equipment and systems and shall review testing and balancing reports and advise Owner whether the equipment and systems meet design criteria. If

systems and equipment do not meet design criteria, Architect shall advise Owner of appropriate remedial action to be taken by Contractor.

21. Architect's mechanical, electrical and specialty engineers and designers in conjunction with the Contractor's specified training sessions, will conduct a walk-through seminar of appropriate length and detail to explain to Owner personnel the specific operation of equipment and systems and assist in building and exhibit start-up.
22. Architect shall advise Owner of changes in applicable codes and regulations that have taken place after the Building Permit is issued as the Architect becomes aware of them.
23. The extent of the duties, responsibilities and limitations of authority of the Architect as a representative of the Owner during construction shall not be modified or extended without written consent of the Owner.

J. POST-CONSTRUCTION PHASE

Based on information provided by the Contractor, the Architect shall provide the Owner with reproducible full-size record (as-built) drawings and/or specifications. In addition, Architect shall provide to Owner as-built drawings on AutoCAD. The final record drawings, specifications and CAD discs shall be delivered to Owner within sixty (60) calendar days after receipt of all necessary written information.

EXHIBIT B

PRELIMINARY SCHEDULE

SCHEDULE

| | | | |
|------------------|----|------|--|
| | by | 5/18 | Contract Award and Execution |
| | by | 5/30 | Preliminary Programming & Site Analysis, Owner Review and Approval |
| | by | 6/8 | Final Programming |
| | by | 6/20 | Preliminary Concepts |
| 6/20 | to | 6/30 | Presentation of Preliminary Concepts for Owner selection of single concept |
| 6/30 | to | 7/21 | Schematic Design |
| 7/21 | to | 7/30 | Presentation of SD to Owner for review, comment and decision |
| To be determined | | | All future phases |

EXHIBIT C

COMPENSATION TO ARCHITECT

A. Architect shall be paid by Owner for work and services defined under Exhibit A of this Agreement as provided hereinafter. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to perform the work.

B. Total Cost

The total cost of the services provided under this Agreement during all phases shall not exceed \$ _____.

C. Architect's Basic Services Compensation

Architect's Lump Sum Fee for Basic Services shall include all work performed by Architect to fulfill his responsibilities set forth in this Agreement. Compensation for such services shall be as follows:

1. For completion of Programming, Concept/Schematic Documents \$ _____.
2. Completion of Design Development Documents, Construction Documents, Bid Phase, Construction Administration Phase, Post-Construction Phase to be determined and negotiated separately once funding and scope of work is determined.

D. Allowance

Work compensated as allowance items herein shall be authorized in advance by Owner and shall be compensated on an hourly basis as provided.

E. Extra Work

If Owner in writing authorizes the performance of Extra Work Items as described in Exhibit A, Architect shall be compensated in full by payment of reimbursables, direct salary and overhead plus a fee of ten percent (10%) of direct salaries and overhead unless the parties agree otherwise. Reimbursables shall be compensated at cost.

F. Manner and Time of Payment

1. Payment for Basic Services shall be based on Architect's approved contract design schedule. If actual progress is behind the approved contract design schedule, progress payments may be withheld until progress is consistent with the scheduled progress. Such payments will be made in one (1) month increments and fractional payments will not be made.

For purposes of contract management, Architect shall prepare for Owner an estimate of man-hours anticipated to be expended by phase.

2. Architect shall submit to Owner each month a statement of work performed, man-hours expended, and a percentage of the appropriate Phase(s) amount represented by the current request for payment, plus the cumulative total of all payments made to date.
3. Payment on account of Architect's Extra Work Items shall be made monthly upon presentation of Architect's statement of expenses, together with supporting documentation, as reasonable required by Owner.
4. Should Owner question any portion of the statement, Owner shall immediately notify Architect in writing of the amount in question and the reason therefor. The unquestioned portion of the statement will be paid promptly.

5. Upon final payment of each phase, as indicated in Paragraph C above, the Architect shall notify Owner of any and all claims for extra services to date prior to start of the next phase.
6. Architect shall certify the accuracy of its own and all Subconsultants' invoices.
7. Owner agrees to pay the unquestioned amount invoiced in full within thirty (30) days after receipt of an acceptable invoice.
8. Architect agrees to accept payments by Owner in full and complete satisfaction for all services rendered under the terms of this Agreement.

EXHIBIT D

EXTRA WORK ITEMS

The following Services are the only ones not included in Basic Services unless so identified. They shall be provided if authorized in writing by the Owner, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services.

1. Services related to environmental impact statements or studies.
2. Services related to the discovery or removal of hazardous substances.
3. Providing Detailed Estimates of Construction Cost, in formats other than the Architect's standard estimating format which must be approved by Owner prior to contract initiation.
4. Making revisions in Drawings, Specifications or other design documents when such revisions are inconsistent with written approvals or documented instructions previously given, or are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of construction documents or are due to other causes not solely within the control of the Architect, except as otherwise provided in this Agreement.
5. Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.
6. Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
7. Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation except as required in Section I. 20 of Exhibit A.
8. Preparing to serve or serving as an "expert witness" (as distinguished from a factual witness) in connection with any process approval, arbitration proceeding or legal proceeding except as a witness in the Architect's own defense.
9. Providing services relating to the solicitations for and selection of vendors who will provide various operating services following completion of construction.
10. Full-time on-site representation during any phase of the construction.
11. Full-time services of the project architect during the construction phase beyond those provided in Basic Services. Basic Services include shop drawing review, attendance at working site meetings and allowance for office activities.
12. On-site acoustical testing to determine ambient noise and vibration levels resulting from adjacent environmental sources.
13. Feasibility studies for and providing designs and specifications for the telecommunications switch gear, cabling and instruments. However, basic design coordination for conduit placement and space allocation shall be rendered as part of Basic Services.
14. In Post-Construction, reviewing work performed pursuant to Contractor's warranties and guarantees, reviewing remedial steps identified in evaluation reports, and making written recommendations to Owner respecting such work.
15. Preparation of special written or graphic material for public information meetings other than that prepared under Basic Services.

16. Preparation of a detailed model of the final design suitable for marketing and display.

17. Design work related to satellite or microwave transmission of audio or video signals.

STAFF REPORT

RESOLUTION NO. 94-1946 FOR THE PURPOSE OF AUTHORIZING THE RELEASE OF REQUEST FOR PROPOSAL FOR THE ZOO'S OREGON PROJECT AND AUTHORIZING THE EXECUTIVE OFFICER TO ENTER INTO A MULTI-YEAR DESIGN CONTRACT SUBSTANTIALLY SIMILAR TO THE ATTACHED CONTRACT WITH THE SELECTED DESIGN TEAM.

Date: March 28, 1994 Presented by: Y. Sherry Sheng

BACKGROUND

Metro Council adopted the zoo's 25-year plan December 10, 1992. In order to plan for the first phase of improvement as proposed in the 25-year plan the zoo 1993-94 fiscal year budget included \$934,000 for the design of phase 1 of the master plan.

The Oregon project is envisioned to include exhibits showing native habitats and wildlife from our region, an education center that houses an auditorium and classrooms, a new entrance and its accompanying visitor amenities (restaurant, gift shop, and restrooms). The zoo proposes to expend no more than \$150,000 in an initial design phase. Such a design phase will include further programming definition and concept development, and conclude with schematic plans.

This first phase of design work is anticipated to take no more than three months. Upon the conclusion of this phase, further decisions on priority and continuing design work will be determined pending project funding and schedule. The zoo intends to retain the same team, upon its selection, to continue future design for this project. Assuming the selected team completes design for the entire project as envisioned now, the maximum fee may reach \$3 million. Therefore, \$3 million is identified as the limit of this contract. Any continuing design will be with a written notice to proceed which will clarify the scope of further work and negotiated fee for such work. Zoo staff will consult with the Metro Council prior to each issuance of notice to proceed.

The zoo plans to carryover the balance of the design budget in its capital budget into fiscal year 1994-95.

RECOMMENDATION

The Executive Officer recommends the release of the design RFP and Metro Council's authorization for Executive Officer to enter into a multi-year design contract, substantially similar to the attached contract, with the selected design team.

ATTACHMENT

METRO WASHINGTON PARK ZOO

REQUEST FOR PROPOSALS

for

DESIGN SERVICES

for the

ZOO ENTRY AND OREGON EXHIBIT PROJECT

To: Prospective Design Team

Subject: Request For Proposals (RFP)
for design services of the proposed
Zoo Entry and Oregon Exhibit at
Metro Washington Park Zoo

Issue Date: April 15, 1994

Issued By: Berit Stevenson
Project Manager
Regional Facilities Department, Metro
(503) 797-1772

Mailing Address: Metro Washington Park Zoo
4001 SW Canyon Road
Portland, Oregon 97221

**Statement of
Qualifications Due:** 5:00 p.m. PDT
Monday, May 9, 1994

I. Introduction

The Metro Washington Park Zoo, located in the southwest hills of Portland, Oregon is one of the premier Zoological facilities in the country. The 64 acre Zoo has an annual attendance of over one million visitors. As part of the Zoo's ongoing commitment to provide the best possible facility, a comprehensive master plan has been prepared which encompasses 25 years into the future. The Master Plan balances a new building program with animals, natural habitats, native culture, technology, plantings, architecture, discovery and fun. Pursuant to the five-phased Master Plan, the Zoo is soliciting proposals from design teams for a new Zoo entry and Oregon exhibit. The Zoo expects to award a contract to the Proposer who submits the Proposal which is judged to be the best.

II. PROJECT DESCRIPTION AND COMPETITION OVERVIEW

The new Zoo Entry and the Oregon Exhibit have been identified as phase one in the five phased Zoo Master Plan. The Entry is intended to relate to the new westside light rail stop which will bisect the existing parking lot and should be in use by June 1997.

The Oregon Exhibit will showcase wildlife and vegetation of the Oregon Territory. When complete, it may include displays simulating mountains, forests, deserts, rivers and the coast. Through the design process, specific species to be featured will be identified. The Zoo intends to include a wide variety of mammals, birds, reptiles, amphibians, fish and invertebrates. Native trees and other plants will be incorporated in animal exhibits and public areas to demonstrate how they provide important habitats for animals. A new animal contact area design for children is planned to offer close interaction with native wildlife and domesticated animals. Adjacent to the contact area will be a new train station.

The Entry should evoke the essence of Oregon by reflecting the architectural style of the Pacific Northwest, the majesty of its ancient forest and the intrigue of its ancient people. Upon entry, an orientation Plaza will provide clear directions to help visitors prepare for their journey. A 400 seat auditorium with an audio-visual show is just the beginning. In addition to the auditorium, an education complex will house classrooms for children and a discovery room for all visitors. New visitor facilities - restaurant, gift shop and restrooms - flank the Plaza.

The project area is approximately five acres and is made up of the existing Cascade exhibit, old children's zoo and adjoining areas. The project

boundaries are the existing parking lot, train station, feline building, train station and elk exhibit.

The design contract will be phased with an initial commitment limited to \$150,000 to develop a project program, preliminary concepts, and schematic design. This initial work must be complete within 6 to 8 weeks of Notice to Proceed. It is the intention of the Zoo that the Proposer selected through this RFP process will proceed with final design services as described herein as additional funding is secured.

III. REQUEST FOR PROPOSALS PROCESS

1. **Advertisement.** Advertisement of availability of RFP packets setting forth the project and process will occur in the Daily Journal of Commerce and other selected publications. Design teams may receive this RFP packet upon contacting the Project Manager at the address or telephone number listed herein.
2. **Mandatory Conference.** All Proposers are required to attend a pre-proposal conference which is designed to introduce Proposers to the Project and to certified Disadvantaged and Women owned Business Enterprises (D/WBEs') who perform consulting services which may be necessary in the performance of the design work. The conference will be held at the Zoo on **Monday, April 25, 1994 at 2:00 p.m.** Proposers must check in at the reception area at the Zoo's administrative offices.
3. **Site Inspection.** Team members will be given gratis access to the project site during the Zoo's public hours of operation for the purpose of preparing their response. Team members will be required to sign-in at the Zoo administrative office prior to each site visit.
4. **Written Questions.** Questions regarding the information contained in this RFP must be submitted to the Project Manager, at the address listed at the cover page by 5:00 p.m. PDT, May 2, 1994. All questions must be submitted in writing. No verbal questions will be accepted. Faxed questions will be accepted at (503) 797-1796. All questions received will be answered and responses will be sent to all those who have received a RFP. Anonymity of the source of questions will be maintained.
5. **Format.** Each response to this RFP shall be submitted in a 8 1/2" by 11" format, bound vertically. The submittal shall contain the following items, each bound in separate sections.

- **Cover Letter** indicating a contact person, receipt of addenda, if applicable and the names of design team members; identify the lead team member;
 - **Design Team Description** indicating the name and addresses of design team. At a minimum include architect, structural engineer, mechanical and electrical engineer, landscape architect*, zoo exhibit designer* and a water filtration system specialist*. For disciplines marked with an asterisk, provide two or more choices, any of which could be included on the team. For each team member, describe the work to be performed, the individuals who will be assigned to the project and their roles, list of projects currently underway and their percentage of completion;
 - **Portfolio of Relevant Work** of the key design team members. Submit color slides, prints and/or color Xerox; add written materials as appropriate. For each past project offered as an example, clarify the contribution from the individuals who are proposed for this Project;
 - **Team Work and Project Management** - for the disciplines of architecture, exhibit design and landscape design, describe two recent projects and address what project management tools were effective in achieving project goals; indicate if the projects were completed on budget and on schedule (if not, explain why not); list other disciplines involved in each project; list one reference per project;
 - **Examples of Success** - for the disciplines of architecture, exhibit design and landscape design, describe a most successful project. Attach any documentation you wish. Explain why each project is a success;
 - **Fee Proposal** - complete and submit Fee Proposal Form attached herein. Compensation for Phase 1, 2, and 3 of the Basic Services will be limited to \$150,000.
6. **Receipt of Proposals.** All responses to the RFP must be received at the Zoo administrative offices no later than 5:00 p.m. PDT, Monday, May 9, 1994. Faxed submittals will not be accepted.
7. **Late Submissions.** Proposals will be considered late if received at any time after 5:00 p.m. PDT, Monday, May 9, 1994. Proposals received after this time will be returned unopened to the sender.

8. **Number of Copies.** Submit one original and five copies of the Proposal.
9. **Team Composition.** Proposers will be required to submit at least two names of potential team members in certain design disciplines, any of which Proposer would recommend for inclusion on their design team. During the selection process, the Zoo may indicate a preference. Final selection will be the responsibility of Proposer.
10. **Additional Information.** The Zoo may, at its discretion, request that any Proposer submit additional information or clarification to its Proposal.
11. **Evaluation of Proposals.** A selection jury will evaluate the Proposals. The evaluation criteria which will be utilized is included herein. The decision of the selection committee shall be final.
12. **Interviews.** During the course of evaluation, interviews may be required at the discretion of the Project Manager. If interviews occur, they will be limited to 90 minutes in duration, time and place to be announced. At interviews, the design team should be represented by team members from the key disciplines who will be the primary contact throughout the project.
13. **Notification.** After evaluations are complete, all teams submitting Proposals will be notified of the results by way of a Notice of Award.
14. **Appeals.** Appeals of either a disqualification of a Proposal or a contract award should be addressed to the Metro Contracts Administrator, Procurement Division, 600 NE Grand Avenue, Portland, Oregon 97232. Appeals shall be submitted in writing within five working days of the postmarked Notice of Award or disqualification. Appeals must describe the specific citation of law, rule, regulation, or practice upon which protest is based. The judgement used in the evaluation by individual members of the selection jury is not grounds for appeal.
15. **Contract Type.** The Zoo intends to award a Personal Services Contract with the selected Proposer. A copy of the agreement form which the successful Proposer will be required to execute is attached as Attachment B. Any qualifications or concerns with

this agreement should be raised at the time of proposal submittal.

16. **Validity Period.** The Proposal shall be considered valid for a period of 60 days.
17. **Amendment of RFP.** All information contained in this RFP relating to the Project is provided for the convenience of the Proposers and is subject to modification. The Zoo reserves the right to amend this RFP by addendum prior to the final date of proposal submission.
18. **Public Record.** All information submitted by Proposers shall become part of the public record and subject to disclosure pursuant to the Oregon Public Records Act. All Proposers are therefore advised that any request for exception from disclosure must be documented in the Proposal submission, be specific, in writing and consistent with established Oregon law.
19. **Discrimination.** Metro and its Contractors will not discriminate against any person based on race, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status.
20. **Conflict of Interest.** A Proposer submitting a Proposal thereby certifies that no officer, agent, or employee of Metro has a pecuniary interest in the Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
21. **Miscellaneous Terms.** This RFP does not commit the Zoo to enter into any agreement, to pay any costs incurred in preparation of any response to this request, or to procure or contract for services or supplies. The Zoo reserves the right to accept or reject any or all proposals received, to enter into a contractual agreement with any qualified Proposer, and to cancel this RFP if it is in the Zoo's best interests to do so. The Zoo reserves the right to waive any inconsistencies or discrepancies of any Proposal with the requirements specified in this RFP and the Metro Code if the Zoo determines it is in the best interest of the Zoo to do so.

FEE PROPOSAL FORM

Fee proposal for Metro Washington Park Zoo Entry and Oregon Exhibit.
Complete for initial phase of work (programming, preliminary concept and schematic design) and submit with proposal.

| <u>Discipline</u> | <u>\$/hour</u> | <u>Estimated Hours Required</u> | <u>Fee</u> | <u>Total</u> |
|---------------------------|----------------|---|------------|--------------|
| Architecture | _____ | _____ | _____ | _____ |
| Exhibit Design | _____ | _____ | _____ | _____ |
| Landscape Architecture | _____ | _____ | _____ | _____ |
| Others (specify) | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| TOTAL | _____ | _____ | _____ | _____ |

EVALUATION CRITERIA

| <u>Criteria</u> | <u>Percent</u> |
|--|----------------|
| I. Relevant experience and demonstrated capabilities. The major disciplines will be evaluated per the information listed below: | 60 |
| <ul style="list-style-type: none">• <u>Architecture</u>. Design of buildings of northwest regional architectural style. Design of projects that contain large public spaces to serve a variety of users. Planning and design of projects that successfully accommodate heavy pedestrian traffic.• <u>Exhibit Design</u>. Design of animal exhibits with preference given to knowledge of and experience with animals and plants of the Pacific Northwest.• <u>Landscape Architecture</u>. Familiarity with native land forms and vegetation. Experience with landscaping for public areas for the purpose of education. Ability and experience to showcase native and exotic plants that enhance visitor appreciation of them. Experience with the use of gunite and real rock in landscaping. | |
| II. Team work and project management. | 20 |
| III. Examples of success. | 15 |
| IV. Fee proposal. | 5 |

ATTACHMENT

Project
Contract No.

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, referred to herein as "Metro or Owner," and _____, located at _____, referred to herein as "Contractor or Architect,".

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective _____ and shall remain in effect until and including _____, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in "Exhibit C -- Compensation to Architect," for a maximum sum not to exceed _____ AND _____/100THS DOLLARS (\$_____).
4. Insurance.
 - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
 - (2) Automobile bodily injury and property damage liability insurance.
 - b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
 - c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$1,000,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting

all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor 14 days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

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

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

METRO

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Meeting Date: April 14, 1994
Agenda Item No. 7.7

RESOLUTION NO. 94-1944



METRO

DATE: April 8, 1994

TO: Metro Council
Executive Officer
Agenda Recipients

FROM: Paulette Allen, Clerk of the Council *PA*

RE: AGENDA ITEM NO. 7.7; RESOLUTION NO. 94-1944

The Regional Facilities Committee report on the above-referenced resolution will be distributed in advance to Councilors and available at the Council meeting April 14, 1994.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF CONFIRMING) RESOLUTION NO. 94-1944
THE APPOINTMENT OF ALICE NORRIS)
TO THE METROPOLITAN EXPOSITION-) Introduced by Rena Cusma
RECREATION COMMISSION) Executive Officer

WHEREAS, The Metro Code, Section 6.01.030, provides that the Council confirms members to the Metropolitan Exposition-Recreation Commission; and

WHEREAS, Clackamas County appointee, Rick Ares, whose term expires January 15, 1995 has submitted his resignation for business related reasons; and

WHEREAS, The Clackamas County Board of Commissioners has provided notice of the nomination of Alice Norris to complete the unexpired portion of the Metropolitan Exposition-Recreation Commission position previously occupied by Rich Ares; and

WHEREAS, The Executive Officer has accordingly appointed Alice Norris to serve a partial term starting immediately which shall expire January 15, 1995; and

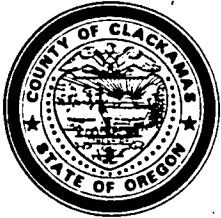
WHEREAS, The Council finds that Alice Norris has the experience and expertise to engender confidence in the likelihood that her membership will result in a substantial contribution to the work of the commission; now, therefore,

BE IT RESOLVED,

That Alice Norris is hereby confirmed for appointment as a member of the Metropolitan Exposition-Recreation Commission for a partial term beginning immediately and ending January 15, 1995.

ADOPTED by the Metro Council this _____ day of _____, 1994.

Judy Wyers, Presiding Officer



CLACKAMAS COUNTY

Board of Commissioners

March 18, 1994

ED LINDQUIST
CHAIR
JUDIE HAMMERSTAD
COMMISSIONER
DARLENE HOOLEY
COMMISSIONER
MICHAEL F. SWANSON
COUNTY ADMINISTRATOR

The Honorable Rena Cusma
Metro Executive Director
METRO Regional Center
600 NE Grand Ave.
Portland, OR 97232-2736

Dear Rena:

With the approaching resignation of Rich Ares from the Metropolitan Exposition-Recreation Commission, the Clackamas County Board of Commissioners would like to offer a nomination for appointment to that vacancy.

After discussion, it is the opinion of the Board that Alice Norris, 141 Ogden Drive Oregon City, Oregon 97045 would make an excellent representative on MERC. Alice has a long history of dedicated volunteer service to the County including her lengthy involvement with the Oregon Trail Pageant, one of the most successful annual historical presentations in the region.

Alice brings with her commitment, vision, and an ability and desire for consensus building in any group of which she is a part. We believe that Alice Norris can bring many useful strengths and qualities to MERC and that the members of MERC will appreciate her involvement and dedication.

Thank you for the opportunity to offer quality volunteers from Clackamas County for appointment to the various Metro committees. We look forward to hearing from you regarding this recommendation.

Sincerely yours,

Ed Lindquist, Chair

Judie Hammerstad

Darlene Hooley

/DP

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON

IN THE MATTER OF APPOINTING
ALICE NORRIS AS CLACKAMAS
COUNTY REPRESENTATIVE ON
THE METROPOLITAN EXPOSITION
RECREATION COMMISSION

RESOLUTION NO. 102

This matter coming before the Clackamas County Board of Commissioners at this time, and it appearing that the counties in the region are offered the opportunity to recommend an appointment to the Metropolitan Exposition-Recreation Commission; and

It further appearing that the Metro Council has graciously accepted the County's recommendation on MERC appointments in the past; and

Further, that Rich Ares, current MERC member from Clackamas County will be retiring at the end of this month, March, 1994, leaving a vacant seat; and

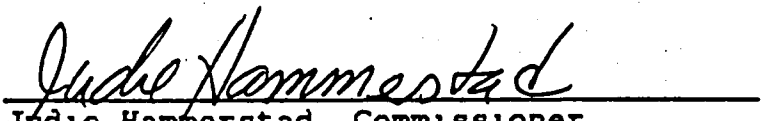
It now appearing that there is a need to fill that seat and Clackamas County desiring continued representation on MERC and having a qualified applicant to offer;

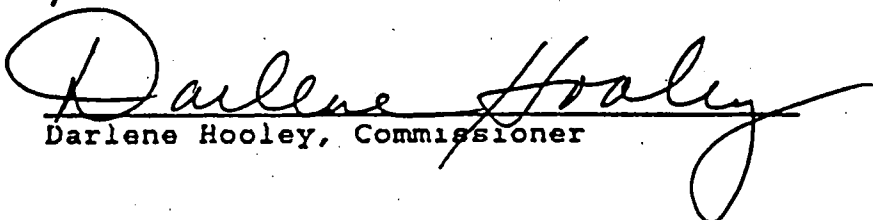
NOW, THEREFORE, BE IT RESOLVED that the Clackamas County Board of Commissioners wishes to support the appointment of Alice Norris, 141 Ogden Drive Oregon City to fill the vacancy on the Metropolitan Exposition-Recreation Commission.

DATED THIS 18TH DAY OF MARCH, 1994.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS


Ed Lindquist, Chair


Judie Hammerstad, Commissioner


Darlene Hooley, Commissioner

Facsimile Cover Sheet

To: Sam Brooks
Company: S. Brooks & Associates
Phone: 284-7930
Fax: 284-7977

From: Richard D. Ares
Company: AIS Telecommunications Services,
Inc. "EZCall Prepaid Phone Card"
Phone: 503-635-4588
Fax: 503-635-8236

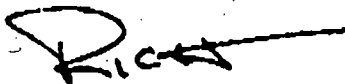
Date: February 16, 1994

Pages including this
cover page: one

Comments: In previous correspondence I submitted my resignation from the MERC, effective February 28, 1994. It has become obvious that if I hold to this date several important actions, such as moving the business plan forward, may not be accomplished since there are currently 2 unfilled positions on the commission, plus my pending vacancy in another week.

Therefore, to assist the MERC in moving forward I wish to postpone my resignation until March 31, 1994. This postponement will give Clackamas County and METRO another 30 days to move forward a candidate for my replacement.

If you have any questions, please call.



c: Clackamas County Commission
Pat LaCrosse

Post-It * brand fax transmittal memo 7671 # of pages 1/1

| | |
|-------------------|---------------------|
| To: [Handwritten] | From: [Handwritten] |
| Co.: | Co.: |
| Dept.: | Phone #: |

LEADERSHIP HISTORY continued:

State Commission: Governor's Comm. on School Funding Reform,
1987-88

Elected two terms: Oregon City School District Board of Directors
1980-87

Board chair: 1982-84

Budget Committee: 1980-87 - \$27 million budget

Oregon School Boards Association Legislative Committee

Oregon Trail Coordinating Council - founding Board member - 1990-91

Oregon Trail Foundation - founding Board member 1987-1993

Oregon City Chamber of Commerce Board member

Clackamas County Associated Chambers of Commerce Board member

City of Oregon City Urban Renewal Board Chair: 1985-87

City of Oregon City Budget Committee

Oregon City United Methodist Church: Administrative Board;

Chair, financial campaign; Chair: 150th Anniversary Celebration

HONORS AND AWARDS:

Citizen of the Year, 1989 - *Enterprise Courier*

Woman of the Year, 1987 - *Clackamas Review*.

Listed: Who's Who of American Women

PUBLICATIONS:

Editor: *87 Years on a Century Farm*, by Clarence A. Pitney (my grandfather),
Junction City Historical Society, now in 4th printing.

Editor: *Oregon City Public Schools, Our Heritage*, by Dan Thompson,
Clackamas County Education Service District.

MEMBERSHIPS:

Oregon Historical Society

Oregon Symphony Association

Sons & Daughters of Oregon Pioneers

Oregon-California Trails Association

Institute of Outdoor Drama, Chapel Hill, NC

American Association of University Women

Clackamas County Historical Society

EDUCATION: B.S., Oregon State University, English Education
Nonprofit Management : UCLA, Lewis & Clark

STAFF REPORT

**CONSIDERATION OF RESOLUTION NO. 94-1944 FOR THE PURPOSE OF
CONFIRMING CLACKAMAS COUNTY NOMINEE ALICE NORRIS AS A MEMBER
OF THE METROPOLITAN EXPOSITION-RECREATION COMMISSION**

Date: March 29, 1994

Presented by: Don Rocks

BACKGROUND

Ms. Alice Norris has been nominated by the Clackamas County Board of Commissioners to replace Rich Ares as a member of the Metropolitan Exposition-Recreation Commission. Mr. Ares resigned for business reasons short of the January 15, 1995 expiration of his term.

Ms. Norris has been appointed to complete the remaining portion of Mr. Ares term by Executive Officer Rena Cusma who accordingly advances the name to Council for confirmation.

Mr. Ares notice of resignation, Clackamas County notification of the nomination of Alice Norris and the appointee's resume' are attached.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends that Alice Norris be confirmed to serve the unexpired portion of the Clackamas County position vacancy on the Metropolitan Exposition-Recreation Commission.

Meeting Date: April 14, 1994
Agenda Item No. 7.8

RESOLUTION NO. 94-1948



METRO

DATE: April 8, 1994

TO: Metro Council
Executive Officer
Agenda Recipients

FROM: Paulette Allen, Clerk of the Council *PA*

RE: AGENDA ITEM NO. 7.8; RESOLUTION NO. 94-1948

The Regional Facilities Committee report on the above-referenced resolution will be distributed in advance to Councilors and available at the Council meeting April 14, 1994.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF RECOMMENDING) Resolution No. 94-1948
TO MULTNOMAH COUNTY A REALLOCATION)
OF \$600,000 OF TRANSIENT LODGING) Introduced by Regional
TAX PROCEEDS FOR THREE YEARS, TO) Facilities Committee
PROVIDE OPERATING SUPPORT TO THE)
PORTLAND CENTER FOR THE PERFORMING)
ARTS)

WHEREAS, The Portland Center for the Performing Arts (PCPA) requires additional funding to support its operations; and

WHEREAS, Multnomah County levies a 3% transient lodging (hotel/motel) tax, with proceeds dedicated to the Oregon Convention Center; and

WHEREAS, Metro and MERC recognize that the overall solution to the region's funding for the Arts crisis does not rest with the hotel tax and that a broad regional solution needs to be found within the 3 year time frame stated hers; and

WHEREAS, Metro and MERC recognize that the business at the PCPA may be increased by more focused marketing to visitors and agrees to consider increased visitor marketing; and

WHEREAS, The Metropolitan Exposition-Recreation Commission (MERC) adopted Resolution 94-10 on March 15, 1994 (Attachment A), requesting Metro to request Multnomah County to amend the Multnomah County Code to allow \$600,000 per year of transient lodging tax proceeds to be used to support the operations of PCPA for a period of three years, from FY 1994-95 through 1996-97; now, therefore,

BE IT RESOLVED,

That the Metro Council:

1. Directs that the Multnomah County Board of Commissioners be requested to amend Section 5.50.050 of the Multnomah County Code to allow an amount of transient lodging tax revenues, not to exceed \$600,000 per year for the three year period 1994-95 through 1996-97, to be used for operations of the Portland Center for the Performing Arts.

2. Directs that the requested reallocation of Multnomah County transient lodging tax revenues include the conditions set forth in Exhibit A to this resolution.

3. Recognizes the cooperation of the Tri-County Lodging Association in helping to identify interim solutions to the problem of funding the PCPA facilities and thanks them for their efforts.

Adopted by the Metro Council this _____ day of _____, 1994.

Judy Wyers, Presiding Officer

CONDITIONS INCLUDED AS PART OF METRO'S REQUEST
TO MULTNOMAH COUNTY TO REALLOCATE A PORTION
OF ITS TRANSIENT LODGING TAX

1. That Multnomah County Code Section 5.50.050(5) be amended as follows to authorize MERC to use up to \$600,000 per year of existing Multnomah County transient lodging tax revenues for the operation only of the Portland Center for the Performing Arts (new language in **bold**):

5.50.050. Tax imposed.

* * *

- (5) After voters have approved issuance of general obligation bonds to finance or partially finance construction of the convention and trade show center or financing for construction has been obtained by some other means, funds deposited in the convention and trade show center special fund shall be used to assist the lead agency for the following purposes:
- (a) First, to pay any expenses incurred on activities identified under MCC 5.50.050(B)(4);
 - (b) Second, if all expenses identified in subsection (a) above have been satisfied, to pay any unfunded annual operating expenses that may have been incurred by the convention and trade show center;
 - (c) Third, if all expenses identified in subsection (a) above have been satisfied and if no otherwise unfunded annual operating expenses exist or if funds remain after the otherwise unfunded annual operating expenses have been paid, to provide for the promotion, solicitation, procurement, and service of convention business at the convention and trade show center to the extent necessary to fully implement the annual marketing program adopted by the lead agency;
 - (d) Fourth, if the needs identified in the foregoing subsections (a) through (c) have been fully satisfied, to pay ancillary costs associated with the development, construction and operation of the convention and trade show center, including but not limited to site acquisition costs and construction costs including financing of those costs;

- (e) Notwithstanding the limitations on spending in subparagraphs (a) through (d), an amount not to exceed \$70,000.00 one time only may be used by the lead agency for the promotion, solicitation, procurement, and service of the 1988 International Association of Chiefs of Police convention in Multnomah County.
- (f) Notwithstanding the limitations on spending in subparagraphs (a) through (e), the lead agency may use an amount not to exceed \$600,000 per year, for three years beginning with the lead agency's fiscal year 1994-1995, for operation of the Portland Center for the Performing Arts.

2. That this authorization be limited to three years starting with the 1994-95 fiscal year and at the end of this three year period, the last being fiscal year 1996-97, this authorization shall automatically expire, without the necessity of any further action.

3. That the use of these funds for the PCPA operation is subject to cancellation in any year if an emergency need is identified at the Oregon Convention Center. The Metro Council is the body charged with identifying such emergencies including, but not limited to:

- 1. Current resources except beginning fund balance do not meet current expenditures less renewal and replacement fund transfer and unappropriated balance.
- 2. Revenues from the transient lodging tax drop by more than 25% in any year when measured against the prior year.
- 3. A major structural failure (not otherwise insured) such that total reserves are insufficient to repair the damage without the use of all or part of the 3 year \$1,800,000 commitment.
- 4. Or any other situation that threatens the normal operation of the convention center.

4. That Metro agree that it will not initiate any new hotel tax nor any increase to existing hotel tax during the time that this reallocation for the PCPA is in effect.

5. That the MERC will issue annually a written Business Plan report as to progress made in increasing the business and income for the PCPA and lowering the costs towards minimizing the PCPA financial gap.

6. That percentage guideline parameters for MERC and Metro overhead/support costs be set and results reported annually as part of #5, above.

RECEIVED MAR 15 1994

METROPOLITAN EXPOSITION-RECREATION COMMISSION

Resolution No. 94-10

Authorizing the Chairman and Secretary-Treasurer to forward a recommendation to the Metro Council that Metro, forward the same recommendation to the Multnomah County Board of Commissioners to amend the County Code Section 5.50.050(5) to authorize MERC to reallocate \$600,000 of Hotel Tax currently collected for the Oregon Convention Center to the Portland Center for the Performing Arts to be used for operational support for a three year period only and subject to certain conditions.

The Metropolitan Exposition-Recreation Commission Finds:

1. That the Portland Center for the Performing Arts is in dire need of new, outside financial resources to assist in paying for operational costs or the center will face closure;
2. That the MERC Chair and other Commissioners have met 3 times with members of the Tri County Lodging Association and have discussed the financial needs of both the Oregon Convention Center and Portland Center for the Performing Arts;
3. That the Tri County Lodging Association, other interested parties, and the public have the right to review later Metro/MERC actions implementing this resolution and may at their discretion petition Multnomah county to cancel this "resolution" for cause.
4. That the Tri County Lodging Association has recognized the value of the Arts to the greater community and has agreed to support the allocation of \$600,000 a year for 3 years to the Performing Arts Center from the current hotel tax designated for the Oregon Convention Center subject to the following:

BE IT THEREFORE RESOLVED that the Chairman and Secretary-Treasurer are hereby authorized to forward the Hotel Tax reallocation recommendations contained in this resolution to the Metro Council for forwarding to the Multnomah County Board for adoption.

A. That Multnomah County Code Section 5.50.050(5) be amended as proposed in Exhibit "A" attached to authorize MERC to use \$600,000 a year of existing Multnomah County Hotel Tax for the operation only of the Portland Center for the Performing Arts; and that Multnomah County be requested to reference this and/or a subsequent Metro Resolution as justification for the proposed reallocation.

B. That this authorization be limited to three years starting with the 1994/95 fiscal year and at the end of this three year period, the last being fiscal year 1996/97, this authorization shall automatically expire, without the necessity of any further action.

C. That the use of these funds for the PCPA operation is subject to cancellation in any year if an emergency need is identified at the Oregon Convention Center. The MERC is the body charged with identifying such emergencies including, but not limited to:

- (1) "Current Resources except beginning fund balance do not meet current expenditures less renewal and replacement fund transfer and unappropriated balance.
- (2) Revenues from the hotel/motel tax drop by more than 25% in any year when measured against the prior year.
- (3) A major structural failure (not otherwise insured) such that total reserves are insufficient to repair the damage without the use of all or part of the 3 year \$1,800,000 commitment.
- (4) Or any other situation that threatens the normal operation of the convention center.

D. That Metro agree that it will not initiate any new hotel tax nor any increase to existing hotel tax during the time that this reallocation for the PCPA is in effect.

E. That the MERC will issue annually a written "Business Plan" report as to progress made in increasing the business and income for the PCPA and lowering the costs towards minimizing the PCPA financial gap.

F. That percentage guideline limits for MERC and Metro overhead/ support costs be set and results reported annually as part of "E" above.

G. That Multnomah County, Metro and MERC recognize that the overall solution to the region's funding for the Arts crisis does not rest with the hotel tax and that a broad regional solution needs to be found within the 3 year time frame stated here.

H. That MERC recognizes that the business at the PCPA may be increased by more focused marketing to visitors and agrees to consider increased visitor marketing.

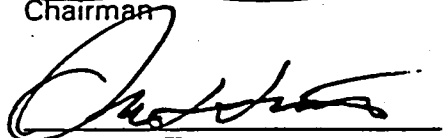
I. That Metro and Multnomah County will amend the 6/24/86 Intergovernmental Agreement as necessary to implement these actions.

J. That the MERC and Metro recognize that the Tri County Lodging Association has been creative and cooperative in helping to identify interim solutions to the problem of funding the PCPA facilities and thanks them for their efforts.

Passed by the Commission on March 15, 1994.



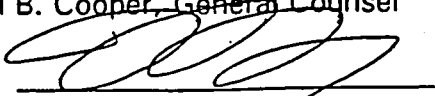
Chairman



Secretary-Treasurer

APPROVED AS TO FORM:
Daniel B. Cooper, General Counsel

By:



Mark B. Williams
Senior Assistant Counsel

**AMENDMENTS TO MULTNOMAH COUNTY
TRANSIENT LODGING TAX****5.50.050. Tax imposed.**

* * *

- (5) After voters have approved issuance of general obligation bonds to finance or partially finance construction of the convention and trade show center or financing for construction has been obtained by some other means, funds deposited in the convention and trade show center special fund shall be used to assist the lead agency for the following purposes:
- (a) First, to pay any expenses incurred on activities identified under MCC 5.50.050(B)(4);
 - (b) Second, if all expenses identified in subsection (a) above have been satisfied, to pay any unfunded annual operating expenses that may have been incurred by the convention and trade show center;
 - (c) Third, if all expenses identified in subsection (a) above have been satisfied and if no otherwise unfunded annual operating expenses exist or if funds remain after the otherwise unfunded annual operating expenses have been paid, to provide for the promotion, solicitation, procurement, and service of convention business at the convention and trade show center to the extent necessary to fully implement the annual marketing program adopted by the lead agency;
 - (d) Fourth, if the needs identified in the foregoing subsections (a) through (c) have been fully satisfied, to pay ancillary costs associated with the development, construction and operation of the convention and trade show center, including but not limited to site acquisition costs and construction costs including financing of those costs;
 - (e) Notwithstanding the limitations on spending in subparagraphs (a) through (d), an amount not to exceed \$70,000.00 one time only may be used by the lead agency for the promotion, solicitation, procurement, and service of the 1988 International Association of Chiefs of Police convention in Multnomah County.

- (f) Notwithstanding the limitations on spending in subparagraphs (a) through (e), the lead agency may use an amount not to exceed \$600,000 per year, for three years beginning with the lead agency's fiscal year 1994-1995, for operation of the Portland Center for the Performing Arts.

Intergovernmental Agreement
Between
Multnomah County and Metro

This Intergovernmental Agreement (Agreement) is between Multnomah County (County) and the Metropolitan Service District (Metro).

Recitals:

1. Metro has been selected as the "lead agency" for the Convention and Trade Show Center project, as defined in MCC 5.50.050(B)(1)(d).
2. MCC 5.50.050(B)(4) mandates the use of certain monies in the Convention and Trade Show Center Special Fund to assist the lead agency with activities necessary for development of the Center pending obtaining financing for construction of the Center.
3. MCC 5.50.050(B)(4) mandates the use of certain monies in the Convention and Trade Show Center Special Fund to assist the lead agency with various Center-related activities following obtaining financing for construction of the Center.
4. The mandated uses of funds are contingent on the lead agency formally adopting a resolution or ordinance declaring its intent to have primary responsibility for building and operating the Center.

Agreement:

1. Payments to Metro: The County shall pay to Metro, within 30 days of receipt by the County, those monies mandated by MCC 5.50.050(B)(4) and (5) to be used to assist the lead agency.
2. Use of Monies by Metro: Metro shall use the monies provided to it under Section 1 of this Agreement exclusively for the purposes described in MCC 5.50.050(B)(4) and (5) as in effect on the date of execution hereof or as subsequently expanded by the County.
3. Accounting for Use of Monies by Metro: Metro annually shall account to the County Finance Director for the monies paid to it by the County under this Agreement during the preceding fiscal year. The accounting for FY 1986-87 shall be due October 1, 1987, and the accounting for each succeeding fiscal year shall be due on each succeeding October 1.
4. Termination: This Agreement shall terminate in the event of occurrence of the changes specified in MCC 5.50.050(B)(7) as in effect on the date of execution hereof or as the date therein subsequently may be extended by the County. This Agreement also shall terminate in the event of mutual written agreement of the County and Metro.

Intergovernmental Agreement
Between Multnomah County & Metro
June 24, 1986
Page 2

5. Effective Date: This Agreement shall be effective on formal adoption by Metro of a resolution or ordinance declaring Metro's intent to have primary responsibility for building and operation of the Convention and Trade Show Center.

Dated: June 24, 1986

Approved as to form:

Peter Keating

County Counsel

Approved as to form:

J. S. Baxendale

Metro Counsel

COUNTY OF MULTNOMAH

By *Deanna Buchanan/ce*

Its: _____

METROPOLITAN SERVICE DISTRICT

By *David S. Carlson*

Its: _____

4273E

STAFF REPORT

RESOLUTION NO. 94-1948, RECOMMENDING TO MULTNOMAH COUNTY A REALLOCATION OF \$600,000 OF TRANSIENT LODGING TAX PROCEEDS FOR THREE YEARS, TO PROVIDE OPERATING SUPPORT TO THE PORTLAND CENTER FOR THE PERFORMING ARTS.

Date: March 31, 1994

Presented by: Casey Short

BACKGROUND

Resolution No. 94-1948 would direct that Metro request Multnomah County to amend its transient lodging (hotel/motel) tax ordinance to allow an amount not to exceed \$600,000 per year for three years to be used to help defray operating costs of the Portland Center for the Performing Arts (PCPA). This resolution was drafted at the request of the Regional Facilities Committee, pursuant to the Metro E-R Commission's adoption of MERC Resolution No. 94-10, which requested the Metro Council to take this action.

The justification for the request of Multnomah County is grounded in two basic assumptions: first, that PCPA needs the short-term financial support to be able to continue operations at or near current levels, while efforts continue to establish a permanent funding source, and; second, that the Convention Center will be able to continue current operations without this revenue for the three year period contemplated in the resolution. To the first issue, PCPA's need for an operating subsidy has been the subject of concern since its operations were transferred to Metro, and there have been two citizen task forces charged with identifying the scope of the PCPA need and suggesting potential solutions. The proposed 1994-95 budget for PCPA is significantly reduced from past years, with the elimination of the marketing staff, large cuts in Materials & Services, and no money for capital improvements. Even with these reductions, the budgeted operating deficit for PCPA in 1994-95 is \$936,000. The PCPA's budgeted ending balance for 94-95 is \$833,000, so without a subsidy, PCPA operations could be sustained for no more than one more year.

To the second issue, the Oregon Convention Center Operating Fund shows an ending balance in 1994-95 of \$6.8 million; in addition, the Convention Center will have \$2.1 million in its Renewal & Replacement Fund. While the loss of \$1.8 million over three years will cut into the Convention Center's ability to continue to build fund balance, OCC operations will not be affected.

ANALYSIS

The language in Resolution No. 94-1948 is based on the language in the MERC resolution. There are a few language differences, and there are issues to consider, as addressed below. (Citations are from the MERC resolution, included as Attachment A to Resolution 94-1948.)

A. Calls for amendment of the County Code to allow the reallocation of funds. Incorporated in 94-1948 as Be It Resolved #1, with the suggested amendment language included as #1 in the conditions.

B. Establishes a three year limitation on the reallocation, and stipulates that it is for 1994-95 through 1996-97. Incorporated in Be It Resolved #1 and Condition #2.

C. Sets conditions for canceling the reallocation if there is an emergency need for the funds at OCC. The MERC resolution calls for MERC to be the body to identify an emergency requiring cancellation; Resolution 94-1948 gives this authority to the Metro Council (Condition #3).

Adoption of this resolution would not require the Council to identify an emergency and trigger the cancellation clause, but Council will have some discretion in this regard. This issue is raised primarily because of the language in item #1: "Current resources . . . do not meet current expenditures. . . ." The terms "current resources" and "current expenditures" are not clear; if we interpret these terms to refer to budgeted figures, this clause would be triggered for 1994-95. If the \$600,000 is reduced from OCC revenues, total applicable budgeted expenditures would exceed revenues by some \$594,757. If this resolution is to have any effect, there must be some discretion for Council to determine an emergency.

D. "Metro agree[s] that it will not initiate any new hotel tax nor any increase to existing hotel tax during the time that this reallocation for the PCPA is in effect." (Condition #4)

The intended effect of this clause is that upon the effective date of any new hotel tax approved by the Metro Council, for whatever purpose, prior to June 30, 1997, the reallocation will become ineffective. This clause does not constrain Metro from imposing such a tax; it deals only with the effect that imposition of such a tax would have on the terms of this resolution.

E. MERC will provide annual reports. (Condition #5)

F. "Percentage guideline limits for MERC and Metro overhead/support costs be set and results reported annually." (Condition #6)

This is to be interpreted as a non-binding policy statement on support costs. This language only proposes that guidelines be established; it does not limit the amount of support costs MERC Funds pay to MERC Administration or Metro Support Services and Risk Management. Any such limits would have to be approved by the Metro Council through a separate action, with consideration given to the policy implications of artificially limiting support service payments by one department.

(For further developments on this issue, see MERC Resolution No. 94-15, passed by the Commission on March 30. That resolution sets those suggested guidelines.)

G. "Multnomah County, Metro and MERC recognize that the overall solution to the region's funding for the Arts crisis does not rest with the hotel tax and . . . a broad regional solution needs to be found within the 3 year time frame stated here."

This clause is not included in Resolution 94-1948 because it is a policy statement that does not affect Metro's action in asking for a reallocation of transient lodging tax revenues. Further, Metro cannot bind Multnomah County to any policy in this regard.

H. "MERC recognizes that the business at the PCPA may be increased by more focused marketing to visitors and agrees to consider increased visitor marketing."

This clause is not included in Metro's resolution, because it is a MERC policy statement only, intended for MERC's operational considerations.

I. "Metro and Multnomah County will amend the 6/24/86 Intergovernmental Agreement as necessary to implement these actions."

Not included in Metro's resolution because it is unnecessary. The Intergovernmental Agreement (Attachment B to this resolution) states that Metro shall use the money as stipulated in the County Code. Any changes in such use would be addressed there, not in the IGA.

J. Acknowledges the assistance of the Tri-County Lodging Association. Included in Be It Resolved, #3.

OTHER ISSUES

Early discussions of the issue of possible reallocation of a portion of the transient lodging tax considered two issues not addressed in the current resolutions. The first is whether the amount allocated should be a percentage of the tax proceeds instead of a flat amount. The percentage discussed was 1/6 of the tax proceeds, which would produce upwards of \$600,000 per year. (The 1994-95 budget projects \$4.18 million in transient lodging tax revenue; one-sixth of that amount would be just under \$700,000.) This would seem preferable if the reallocation were permanent, because the PCPA's share would increase with inflation, and would also be subject to fluctuations in tax receipts. There does not seem to be as great a need to accommodate such fluctuations since the term of the proposed reallocation is limited to three years, but it is an issue the Council may wish to discuss.

The second issue is whether the reallocation should be applied to the Spectator Facilities Fund as a whole (thereby including Civic Stadium as a potential beneficiary), or even be available for the entire MERC system (bringing in the Expo Center). This idea still has some merit, and is also worthy of Council discussion.

Meeting Date: April 14, 1994
Agenda Item No. 7.9

RESOLUTION NO. 94-1929A

FINANCE COMMITTEE REPORT

RESOLUTION NO. 94-1929A AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS AND EXECUTION OF A MULTI-YEAR CONSULTANT CONTRACT FOR A METRO INFORMATION SYSTEM STRATEGIC PLAN

Date: April 1, 1994

Presented By: Councilor Kvistad

COMMITTEE RECOMMENDATION: At its March 23, 1994 meeting the Committee voted unanimously to recommend Council adoption of Resolution No. 94-1929 as amended. Committee members present and voting were Councilors Devlin, Kvistad, McLain, Monroe and Van Bergen. Councilors Buchanan and Gardner were absent.

COMMITTEE DISCUSSION/ISSUES: Ms. Jennifer Sims, Finance Director, and Ms. Ann Clem, Information Services Manager, presented the Staff Report. Ms. Sims pointed out that the resolution does three things: 1) it authorizes the issuance of an RFP seeking services of a consultant to assist Metro in developing an information services strategic plan; 2) it authorizes the Executive Officer to execute a multi-year contract with the most advantageous proposer; and 3) it authorizes the department to carry forward any remaining funds from the current fiscal year to the next fiscal year for the project. She stated the Plan would be a responsibility of the Information Services Division in the Finance Department. The projected cost of the project is \$45,000. The objective in doing a Plan is to provide a consistent methodology and define a process for planning, budgeting, and developing future computer information systems for all departments at Metro.

Ms. Clem referred the Committee to the Request for Proposal document attached to the resolution. The RFP sets forth the scope of work and information requirements for response by potential contractors. Ms. Clem pointed out that the current year budget includes \$22,500 for this project. The FY 94-95 Proposed Budget contains a similar amount. Ms. Clem stated the total project cost of \$45,000 was based on an estimate of 300 hours of consultant time at \$150 per hour. In response to a question from Councilor Devlin, Ms. Clem stated the RFP contained language that clearly indicates the second year funding for the project is subject to Council approval of sufficient funds in the FY 94-95 Budget and Appropriation Schedule.

Council Staff raised several concerns about the proposed resolution and RFP document. In regard to the resolution it has been the past practice of the Council to specify a maximum dollar amount of a contract that the Executive Officer is authorized to enter without subsequent Council approval. Council Staff also questioned the proposed amount of the project indicating that the agency already has a great deal of knowledge of its computer systems and needs. Council Staff questioned the value of the investment in such a plan given the continually rapid change in technology and indicated if the purpose of the plan is to exercise control over the purchase of such technology there are other means to do this then investing the

proposed amount of time and energy in a strategic plan. In response to a question from Councilor Kvistad about the impact of reducing the amount of money for this project, Ms. Clem said such action would mean it would take more time for the project to be completed because Metro staff would have to do more rather than the consultant. Council Staff recommended that the resolution be amended to indicate the proposed contract would not exceed \$30,000. The Committee approved the recommendation as an amendment to the resolution with Councilor Kvistad indicating support as long as the Department can return for an additional funding request should the responses to the RFP so indicate the need.

Council Staff also raised a question about the wording in the RFP which indicated that Metro is authorized by the Charter to assume responsibility for Corrections and Libraries. While the prior Oregon Revised Statutes may have included such authorization, the two functions listed above are not ones in which the Charter indicates Metro has out right authority to provide. Council Staff recommended that the wording in that part of the RFP be revised to more correctly reflect the language in the Charter concerning Metro's functional authority. The Committee approved the recommendation as an amendment to the resolution.

BEFORE THE CONTRACT REVIEW BOARD OF METRO

FOR THE PURPOSE OF AUTHORIZING)
ISSUANCE OF A REQUEST FOR)
PROPOSALS AND EXECUTION OF A)
MULTI-YEAR CONSULTANT CONTRACT)
FOR A METRO INFORMATION SYSTEMS)
STRATEGIC PLAN)

RESOLUTION NO. 94-1929A

Introduced by Rena Cusma
Executive Officer

WHEREAS, A comprehensive long range planning strategy is sought to most effectively address Metro's future information and computing infrastructure needs; and

WHEREAS, The Information Systems Strategic Plan, updated on a yearly basis, will provide the foundation for the Executive Officer to recommend and the Council to fund the development, purchase and maintenance of the future computer informations systems; and

WHEREAS, The time frame for the development of the Information Systems Strategic Plan approved in the 1993-94 fiscal year budget needs to be extended into the 1994-95 fiscal year, and must follow a consistent methodology best ensured by contracting with a single consultant or consultants and/or consulting firms throughout the entire process; and

WHEREAS, The development of the Plan will not begin until May, 1994 and pursuant the Metro Code Section 2.04.033(a)(1) Council approval is required because the agreement will commit Metro to expenditures for continuation of the Project in the next fiscal year; and now, therefore,

BE IT RESOLVED, That the Metro Council acting as Contract Review Board hereby approves issuance of the Request for Proposals seeking a Consultant or Consultants and/or Consulting firm(s) to assist in the development of a Metro Information Systems Strategic Plan (RFP #94R-9-FM), and authorizes the Executive Officer to execute a multi-year contract not to exceed \$30,000 with the most advantageous proposer and to carry forward into 1994-95 fiscal year any remaining funds from 1993-94 fiscal year not yet expended as of June 30, 1994.

ADOPTED by the Metro Contract Review Board Council this ____ day of April, 1994.

Judy Wyers, Presiding Officer

REQUEST FOR PROPOSALS

CONSULTANT FOR METRO INFORMATION SYSTEMS STRATEGIC PLAN

I. Project Objectives

Metro is seeking the assistance of a Consultant in developing a Strategic Plan for its information systems to become the foundation for a long range planning strategy that will most effectively fulfill Metro's future information needs and provide for the underlying computing infrastructure. The Plan will also define a process for its review and update on a yearly basis in synchronization with Metro's budget cycle. The Plan is intended to be as comprehensive as possible and will integrate strategic directions for the development of information systems for every part of Metro. For the purposes of this Plan, the divisions of Metro will be defined as business units, not necessarily congruent with its departments. Each business unit is defined as an essential service or related set of services depending on a common set of information needs that may be offered to the public, other business units of Metro, or both .

Components of the Information Systems Strategic Plan will include:

- Where Metro is (*Baseline Assessment*).

A description of the mission of each business unit of Metro in terms of its services, programs, staff, budget, and other resources, including business practices and policies. This description will include a complete inventory of computing resources and services including identification of all information systems with attention to the specific applications, information flows and volumes that support the existing business functions.

- Incentives for Change (*Objectives for Future*).

Identification of all major anticipated future changes in mission and services for each business unit. This will include an itemization of all critical internal and external issues forcing change and an inquiry into assumptions underlying each change. For example, issues may involve change in business practices, weaknesses of current information systems, availability of newer, more efficient technology, or increase or decrease in funds, staffing, or other resources.

- Where Metro will be (*Strategies for Accomplishing Objectives*).

A set of alternative strategies for achieving the various information systems needed to support the future goals and objectives of a business unit. Each strategy will address the issues requiring change and will outline a plan for the selection and implementation of appropriate systems that reflects knowledge of the technology available and its fitting uses.

- **Impact assessment. (*Analysis for Application of Strategies*)**

For each strategy, a list of impacts on budget, staff, training, productivity, policy, and business practices as a consequence of implementation. Impacts will also include risk assessment as well as an evaluation considering viability and acceptability.

- **Model of the Enterprise (*Integration Analysis*)**

An analysis at the highest level of the commonalities, incompatibilities, interactions, and opportunities for consolidation or segregation of functions between proposed systems for the various business units. The results of this examination will produce the parameters by which the most efficient and cost-effective model encompassing all the information systems of Metro and its computing infrastructure as a whole may be constructed. In the light of this analysis, strategies for individual business units will likely require adjustment. The validation of this model will depend on how well it supports the vision of Metro's future role in the Region.

- **Action plans. (*Implementation of Plan*).**

The actual means by which objectives would be implemented. An action plan for each strategy will identify the steps to translate the strategy and objectives into reality, who will carry them out, and how they will be carried out.

- **Plan & progress review (*Update procedure*)**

A set of procedures and criteria for evaluating the success of the Plan's application, and for making adjustments in strategy and implementation on an a periodic basis with an annual review at minimum.

I. Expectations of the Project

The Information Systems Strategic Plan will address the acquisition and implementation of all computing resources and information systems needs for all the business units of Metro. The project to develop a plan is expected to produce the following benefits:

- The application of a consistent approach for planning for future needs across all business units of Metro.
- Identification of goals, objectives, and strategies for decision makers.
- Impact assessments for strategies of particular interest.
- A statement of feasibility and recommendation status for selected strategies.
- Measurement and reporting of progress towards implementation goals.
- The allocation of Metro's resources across its many business units that will most fairly balance competing information system needs in the most efficient and cost effective manner possible.

II. The Process & the Participants

The project manager will be Audrey Lloyd, Systems Analyst from the staff of the Information Services Division working at the direction of Ann Clem, Manager of the Information Services Division.

The project manager with the Consultant and a team from staff will be responsible for collecting the data to provide a baseline assessment of Metro, to catalog all conditions, needs, desires, or circumstances causing change in the way Metro does business, to develop alternative strategies to meet the requirements for change, and to produce impact analyses for each strategy considered desirable to pursue.

A team of specialists reflecting broad-based knowledge in applications, systems support, networking, and communications will be assembled from the Information Services staff on an as-needed basis to provide technical review, feasibility analyses, and recommendations of selected strategies from an internal perspective. This team will also assist in the development of action plans that result from decisions to implement particular strategies.

A steering committee of individuals knowledgeable in the computing and information needs for each area of Metro will be selected by Department Directors. These individuals will meet after the information gathering, impact and feasibility analyses phases of the project are complete. The charge of this committee is to examine the impact analysis statements of the recommended strategies for each business unit, and to decide which strategies make the most sense for Metro while preserving the most efficient integration of the various computing and information needs of Metro's various business units.

Department Directors which already meet as a group on a bimonthly basis will be responsible for official approval of the strategies to pursue and the action plans to implement based on the recommendations of the steering committee after its examination of the impact statements. The Department Directors group will also be the prime recipient of periodic progress reports of action plans under implementation prepared by the steering committee.

A Consultant knowledgeable in long range planning for enterprise information systems will be selected to assist the project manager in various phases of the project as described in the following scope of work.

III. Scope of Work

Each Proposer may propose to perform any of the tasks itemized and numbered below. Each numbered task described must be proposed separately. Any additional conditions or constraints that the Proposer requires for successful completion of any task must be explicitly stated. Metro reserves the right to select a package of any combination of the project components proposed and will reimburse the Consultant on the basis of the satisfactory completion of each project element included in the proposal.

At a minimum, Metro will accept a proposal for an information gathering methodology without training or assistance with its application. A complete methodology will include techniques for data collection and its analysis, training of staff in its application, and a pilot project applying the technique by trained staff members for one business unit of Metro. A complete proposal will include quotes for all project components described in this document.

Metro will produce the Information Services Strategic Planning document, utilizing information gathered from application of Consultant methodology and conclusions derived. The format of the document will follow closely in sequence all Plan components listed in the objectives section of this RFP. The document will also include the definition of a process that will institute a yearly update of the Information Systems Strategic Plan.

Metro anticipates award of a singular consultant contract to perform the described work and to provide the described services. However, Metro recognizes that in fact the diversity of assignments may require multiple contracts to attain the desired results. Therefore, Metro reserves the right to consider all proposals received in whole or in part and to propose a team approach to project accomplishment.

Timeline

Metro is committed to and Consultant will adhere to a strict timetable to ensure project completion by March of 1995. Required activities in the pursuit of the investigation of Metro's Information System's needs will be subdivided into nine phases including the needs analysis of seven distinct business unit areas, a phase to integrate Metro-wide all findings, with the last phase for the production of the final Strategic Information Plan document. Key dates for completion of project components are:

- 1) Needs analysis business unit 1 (as pilot project) - July 15, 1994;
- 2) Business units 2, 3, & 4 (includes Central Services MIS) - Oct 15, 1994;
- 3) Business units 5, 6 - Nov 25, 1994;
- 4) Business unit 7 - Dec 23, 1994;
- 5) Needs Integration Analysis - Jan 20, 1994;
- 6) Completion of Strategic Information Plan - March 1, 1994.

Information Gathering Methodology

Deliverable 1a - The Consultant will provide techniques for the collection and analysis of the appropriate data for the purpose of 1) developing a baseline assessment of each business unit of Metro, 2) revealing factors of change and future objectives, 3) designing strategies to meet objectives, and 4) assessing the impact of applying those strategies. The description of the methodology and its application will be provided in a methodology procedure manual adapted for Metro's use.

Deliverable 1b - The Consultant will provide training in the application of the methodology for key project participants identified by Metro along with all materials necessary for training.

Deliverable 1c - The Consultant will guide staff participants in the application of the methodology through the development of a pilot plan involving one business unit at Metro. The preferred business unit to be selected for the pilot study is Planning.

Deliverable 1d - The Consultant will guide staff participants in the application of the methodology through the development of the entire Plan involving all the rest of the business units at Metro.

Facilitation of Work group Meetings

Deliverable 2a - The Consultant will advise Metro of best approach to plan, organize, and facilitate meetings of participants and project work groups to obtain optimal participation and feedback that will truly reflect the interests of all stakeholders in the planning process.

Deliverable 2b - The Consultant will be present at all critical meetings, and will assist with conduct of the meeting, analysis of comments, and the preparation of a written summary of conclusions reached.

Impact Analysis

Deliverable 3a - The Consultant will provide a methodology for the analysis of data suitable for preparation of an impact analysis.

Deliverable 3b - The Consultant will compile and analyze results and will provide a written full evaluation and summary of all information gathered.

Technology Review

Deliverable 4 - Consultant will provide an industry-wide technology assessment for inclusion in Plan to provide expert perspective of available technologies that may be considered for Metro's needs identified from the information gathering process.

Action Plan Development

Deliverable 5 - The consultant will provide techniques and/or methodology for the translation of strategies into action plans.

Development of Strategic Plan Document

Deliverable 6a - The Consultant will provide a format for presentation of all informational materials to produce the Information Services Strategic Planning document.

Deliverable 6b - The Consultant will provide written validation for methodologies utilized and conclusions arrived at.

The following sections IV, V., and VI. provide basic information about Metro, its purpose, organization, size, information systems, and processing environments.

IV. About Metro

Creation and Mission

Metro was created by the Oregon Legislature in 1977 and approved by the voters of Clackamas, Multnomah and Washington counties in 1978.

Metro provides services that cut across the traditional boundaries of the three counties and 24 cities in the metropolitan region. These include regional planning, solid waste disposal, operation of the Metro Washington Park Zoo and operation of the region's spectator and convention facilities.

In 1993, voters in the region approved a home-rule charter for the agency, creating a new set of guidelines for the only directly elected regional government in the nation. Unlike other governments, Metro has no general tax base. The agency is funded by the fees charged for its services, excise taxes on those services, grants and donations.

Metro employs approximately 1,800 persons. About 25% are office workers. The remainder work in a variety of positions such as animal keepers, gardeners, ushers and gate attendants, stagehands, food service workers and hazardous waste technicians. Metro's 1994 budget is \$204 million.

Governmental Structure

The region governed by Metro is divided into 13 districts of roughly equal population. Each district is represented by a councilor elected by the voters of that district. The 13 member Council is responsible for Metro's policy direction, enactment of legislation and budget approval. As a result of the home-rule charter, the size of the Council will be reduced to seven members in 1995.

The Executive Officer is elected region wide. The Executive Officer administers the staff and programs.

Organization

Refer to Figure I-1 attachment for illustration of Metro's organization including operating and support departments.

Business Units

The business units of Metro may be considered approximately equivalent to the following areas of service.

External:

Planning - The Planning Department provides leadership in the formation of a regional consensus on land use, transportation, and environmental planning and in the development of a growth management system to preserve and enhance the livability of the metropolitan area.

Solid Waste - The Solid Waste Department is responsible for regional solid waste management. This includes an active recycling and waste reduction program and planning for the regional solid waste management system. Metro operates transfer stations where haulers and the public bring solid waste for transport to landfills. Metro is not responsible for household garbage collection. Metro collects over \$56 million annually in disposal and user fees.

Zoo - Metro's Washington Park Zoo, considered to be one of the top ten in the country, attracts approximately one million visitors per year.

The Zoo has extensive gift shop, concessions and catering activities. Its unique operating environment requires a large staff of permanent and seasonal employees.

MERC - The Metropolitan Exposition-Recreation Commission was created by the Metro Council in 1987. It manages the region's convention, trade and performing arts facilities including the Oregon Convention Center, Civic Stadium, and the Portland Center for the Performing Arts, and Expo Center.

MERC is a semi-autonomous body consisting of seven members appointed by Metro's executive officer following consultation with the counties they represent.

Parks & Capital Development - This department is responsible for the management of regional parks, pioneer cemeteries, and all greenspaces activities including capital development projects, management and master planning, local government involvement, and public outreach and education.

Internal:

Central Support - The departments of Personnel, Finance and Management Information, Regional Facilities, and Information Services, Office of General Counsel, and Office of Government Relations provide central services for all of Metro's operating departments. These functions include information services management, financial planning, financial reporting, risk management, office services, facilities management, human resources management, legal services, and a liaison to other government agencies.

Council and Executive Office Support - The legislative and executive functions of Metro maintain their own office staff which act primarily as resources to the Council and Executive Officer.

Potential for growth

Metro's charter provides for Metro to assume responsibility in areas of regional scope, including the regional transit authority (TRI-MET), and regional parks, ~~corrections and libraries~~. For this reason, Metro's information systems must be able to accommodate sudden, or incremental growth in a wide variety of operational environments.

Policies

Metro's activities are in accordance with Metro Code, MERC policies, Oregon Revised Statutes, federal law and regulations and contractual agreements with a variety of unions and service providers.

V. Information Services Division (ISD)

The Information Services Division under the Department of Finance and Management Information is responsible for delivering the Information Systems Strategic Plan .

The Information Services Division is responsible for providing computer support and service agency wide. The Division employs 13 staff members who are responsible for three functional areas and for overall management and planning of computer support functions for Metro.

Management Information Administration

This functional area is responsible for providing system support and administration for the mainframe computer and its environment. Metro relies on software support from the vendor and provides in-house support for ad-hoc reporting requests. Five persons provide support for this area.

PC/Network Administration

This functional area is responsible for implementing, maintaining support for, and protecting Metro's investment in personal computers and the network. In addition, this area plans for the future growth of the network and factors related to technological advances in computer communications. Five persons are responsible for this function.

Unix Administration

This functional area is responsible for maintaining support of the Unix-based computer systems and for protecting Metro's investment in Unix-based computers. Two persons support this area of functionality.

Management & Planning

The ISD Manager oversees the activities of the three functional service areas and all planning efforts. The Information Services Division has been commissioned to develop an integrated strategic long range plan for all departments in the agency .

VI. Major Information Systems of Metro

Financial Management Information Systems

Responsibility for Metro's personnel and financial management information systems is shared between the operating departments and the central Personnel, Finance and Management Information and Regional Facilities departments.

- **Departmental** - All Metro departments are responsible for preparing and monitoring their department's budget, purchasing goods and services, and initiating personnel actions such as hiring and reclassification.
- **Personnel** - The Personnel function includes management of all human resources activities including job classification and compensation, recruitment and selection, benefits administration, labor relations and collective bargaining, employee relations and training and compliance with employment law such as affirmative action, equal employment opportunity and the Americans with Disabilities Act.
- **Finance and Management** - The Finance and Management Information Department has five divisions.
 - **Financial Planning:** Provides central coordination of the agency's annual budget, long-range financial planning, credit and debt management and cash and investment management. The division ensures the agency's positive financial position in two areas: financial stability and financial planning.
 - **Accounting:** Responsible for recording the financial activities of Metro and providing necessary financial reports to manage the financial affairs of Metro. The division processes payroll, cash disbursement, cash receipting and invoicing functions and maintains internal accounting controls to safeguard Metro's assets.
 - **Risk Management:** Responsible for the development and administration of programs which improve the health, safety and well

being of Metro's staff, patrons and public. These include: risk identification and assessment; emergency preparedness; fixed assets management; risk and insurance administration.

- **Office Services:** Responsible for the centralized service needs of Metro departments. Provides office support services for printing, binding and courier capabilities, office machine and copier maintenance, mail service and microfilming, and maintaining fax stations. This Division will be transferred to General Services on July 1, 1994.

- **Information Services:** Provides information processing services for Metro. See Section IV (above) for details.

• **Regional Facilities (changed to General Services, effective July 1, 1994)**
Provides facility related planning and development, property acquisition, contract/procurement management and manages Metro's contractor's business license program. The procurement program provides competitive bidding, public procurement and contract development services to Metro departments. The contractor's license program offers regional licenses to builders and landscapers as an alternative to various multiple city business licenses.

Planning, Solid Waste, and Recycling Information Systems

Unix platforms are preferred by the Planning, Solid Waste departments, and Recycling Information division to support their specific computing requirements. Most applications in this area are research oriented and compute intensive with extensive need for graphic look up and display capabilities. With the exception of capturing system use statistics for billing purposes, the Unix systems currently have no relation to the financial information system. However, they are networked with each other for the purpose of sharing data and computing resources.

• **Transportation** - The transportation and transit planning divisions accomplish modeling, travel forecasting, and planning on a Sun system. The primary application is a proprietary transportation planning and graphics package. Secondary applications are productivity tools such as Word Perfect, Framemaker publishing software, and Wingz spreadsheet.

The following divisions and departments have implemented their applications on Hewlett-Packard platforms:

• **Growth Management** - This section performs land use and environmental planning services for the region including planning for directions in urban growth, managing water resources, monitoring the urban growth boundary, and providing professional support for the Future Vision Commission whose charter is to develop a future growth vision for the region.

• **Data Resource Center** - The data resource division performs land use inventory, mapping, and planning using GIS systems.

• **Recycling Information Center** - The recycling information center provides hot line referral service using a proprietary GIS based application for information look up of disposal site location and access routes.

- **Solid Waste** - The Solid Waste department oversees development of , and manages and operates regional solid waste disposal facilities. It is also responsible for waste reduction projects, solid waste forecasting, solid waste planning and policy issues, and updates the Solid Waste Management Plan. The work is performed with the aid of engineering, statistical, CAD/CAM, and GIS applications in a networked environment of DOS and Unix based workstations..

Publishing, Graphics Design, and Document Production Systems

- **Public Affairs** - MacIntosh workstations linked over Appletalk networks are utilized for graphic design, desktop publishing, and the production of official Metro public announcement releases and other official public documents by the Public Affairs department, Graphics Design division. The workstations may access other Metro information systems via Ethernet connections. Presume that after June 30, 1994, the Public Affairs Department will be eliminated. However, most publishing functions performed by the current Graphics Design Division would be transferred to General Services.
- **Zoo** - The Zoo also uses a variety of MacIntosh workstations for its word processing, desktop publishing, graphics design, and other personal productivity computing needs. Appletalk networks allow some sharing of information and resources, especially printers. Limited remote access to the financial system mainframe is provided.

Event Management and Booking System

- **MERC(OCC/PCPA/Coliseum)** - the Oregon Convention Center houses a Micro VAX which is dedicated to event booking and event management for events and activities scheduled at the Oregon Convention Center. Additionally, a VAX version of WordPerfect and Lotus spreadsheet applications are available for all users, including users at the Coliseum, and the Portland Center for Performing Arts. Users may also remotely access the financial information system on the Unisys mainframe.

VII. Processing Environment

Currently, Metro's computing needs are supported by the following hardware and software:

- **Unisys A-Series/SCT.** A Unisys A6F runs the finance and human resources system from Moore Governmental Systems, Inc. now maintained by SCT. This application is implemented in COBOL and Unisys' proprietary DMSII data base management system.
- **Metro Network.** The Metro network is comprised of a 350-node Ethernet Local Area Network (LAN) currently subdivided into three subnets. The Unisys A-series A6F is a node on this network as well as 6 Novell 3.1 network servers, 11 Unix application and data servers with approximately 35 IPC/ IPX, or X-term workstations. The rest of the nodes are taken up by the various departmental PCs, MacIntoshes, printers, and other peripherals and modems. Metro is in the process of expanding this network to include remote offices such as the Zoo,

Convention Center, and Solid Waste transfer sites. This will expand the capacity to 100 more nodes.

- **Appletalk Networks:** MacIntoshes are used primarily by the Public Affairs and Zoo staff and are loosely linked together via Appletalk networks for the purpose of sharing printers, files, and to permit access to other systems with the Appletalk emulator. The applications in this environment are primarily personal and rarely shared. Word processing and spreadsheet analysis is accomplished with Word and Excel. Communication links are available to allow Mac users to access the Novell network, the Unisys system, or any of the Unix systems, a capability not frequently used

- **VAX/Concentrics:** MERC facilities use the Concentrics package from Resource Information and Control Corp. to manage sales and bookings of events and record event services work orders and charges. This application runs on a Micro VAX from Digital Equipment Corp. Access to this system is via VT220 terminals connected to the host across a DECNet network. Terminal emulation software running on the VAX gives VT220 users access to Metro's A6F and the financial system.

- **Personal Computers:** Metro has over 200 PC's, 26 MacIntoshes and 34 UNIX work stations on the network. Most Metro Regional Center employees are provided with a DOS PC which accesses one or more of the Novell network servers. Microsoft Windows is the standard user interface for DOS users. Distributed network services provided over Novell, excluding standard Netware system services, are office management tools such as e-mail, centralized scheduling and calendaring, file management, network printing, and standard office productivity applications such as word processing, spreadsheets, and database systems. The PC is the standard for access to the financial and human resource systems, although there is limited capability for access from Unix or MacIntosh workstations.

- **Other:**

- Time Keeping. Time clocks are installed at locations in the Zoo, MERC facilities and at the Solid Waste transfer sites. Punch data is uploaded from the clocks directly into the payroll system.
- Gate House. Scale management systems are installed at Metro's waste transfer sites to weigh trucks, determine charges and print hauler receipts. Data captured by this system is uploaded to the accounts receivable system as source data for monthly solid waste billings.

IX. Proposal Instructions

The following section summarizes the form and content required for all proposals and the basis for their evaluation.

A. Proposal Submission

Three (3) copies of the consultant's proposal package must be provided to Metro and directed to:

Audrey Lloyd
Metro ISD
600 NE Grand Avenue
Portland, OR 97232-2736

Proposals are due April 4, 1994, 2:00 PM PDT. Proposals will not be considered if submitted after the deadline. Postmarks are not acceptable.

B. Proposal Content

The format required for the proposal is as follows:

1. Letter of Transmittal

The Letter of Transmittal should contain a brief summary of the key points of the proposal and must include:

- Δ Identification of the firm involved with a clear designation of a lead contact person; and
- Δ A statement that the proposal will remain in effect for 90 days.

2. Experience & Qualifications

The consultant and any subconsultants should describe their experience with similar projects utilizing the proposed methodology for accomplishing the objectives and deliverables described in this RFP. Any other qualifications pertinent to the accomplishment of this project may also be submitted.

All proposers must be qualified and experienced consultants with confirmable track records, fully knowledgeable of the industry, and not associated with any specific manufacturers, distributors, or vendors engaged in the marketing of proprietary computer hardware, software, or maintenance support services.

3. Methods

The Consultant must describe in detail the methods by which the objectives, deliverables, and services listed in the RFP will be accomplished. Where appropriate, the Consultant must identify any recommended changes to the work tasks described in the Scope of Work that would better accommodate the accomplishment of the project.

The Consultant must: a) provide a sample of the proposed information gathering methodology; b) describe in detail how training in this methodology will be achieved; c) explain how the results of the pilot project should be evaluated.

Any recommendations or specifications for purchases developed by the consultant pursuant to this contract and included in Metro's long term information system strategy, must be generic in nature and capable of being satisfied by at least three distinct computer equipment suppliers or service providers. To that end, Consultant will be required to provide the specific hardware, software and service specifications as necessary to satisfy the established criteria and permit the competitive bidding of those products or approved equivalent.

4. Project Staffing

Each principal staff person to be assigned to the project should be identified for both the prime and any subconsultant(s). For each person, relevant experience should be described with particular emphasis on the following:

- Δ Role and responsibility for this project and an estimate of time commitment; and
- Δ Enumeration of qualifications, and relevant background with special emphasis on areas of expertise in computing technologies.

The Consultant must assume responsibility for any/all subconsultant work and shall be responsible for the day to day direction and internal management of the consultant effort.

The Consultant must be available beginning the week of April 25th, 1994.

5. Budget/Cost Summary

The Consultant must detail the costs for all expected project components and services and provide a proposed budget for the overall proposal. Material costs for paper, printing, and secretarial assistance may be provided by Metro as needed. This budget shall be one page in length and must be entered on the Budget/Cost Summary sheet provided. Budget details will provide the following:

- Δ Delineation of personnel by level by work task (e.g. Principal, Professional, Administrative), hourly rate, person days assumed and cost.
- Δ Delineation of direct costs not including those items proposed to be furnished by Metro.
- Δ Itemized reimbursable costs listed. No additional costs will be approved in progress billings.

Note: Total project funding for the 1993-94 fiscal year is limited to \$22,500 through June 30, 1994 and a similar amount is proposed for these activities in the 1994-95 fiscal year contingent upon Metro Council approval. All project funding is contingent upon the approval of the Metro Council. The proposed project funding for the 1993-94 and 1994-95 fiscal years is limited to a \$30,000 expenditure through March 1, 1995, and will require specific Council action of approval in that amount.

7. References

Consultant must provide at minimum three references from organizations where he performed work of comparable scope and complexity as described here. As many additional references beyond the required three are welcome if they are relevant to the evaluation of the proposal offered.

C. Proposal Evaluation Criteria

Each submittal will be evaluated in accordance with the following criteria:

Points

| | |
|--|------------|
| Δ Proposer's experience and expertise on similar projects | 30 |
| Δ Appropriateness of approach proposed in sample methodology | 30 |
| Δ Current, relevant, and favorable project references | 30 |
| Δ Time commitment/Cost | 10 |
| Δ Availability | Imperative |

D. Standard Instructions

1. Cost of Proposal

This invitation does not commit to Metro to pay any costs incurred by any Proposer in the submission of a Proposal, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the invitation.

2. Compliance

Each proposer shall inform himself of, and the Proposer awarded a contract shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, nondiscrimination on the basis of race, creed, color, sex, or national origin in the employment of labor, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, fire protection, burning and nonburning requirements, permits, fees and similar subjects.

3. Conflict of Interest

Through submission of a Proposal, each proposer thereby certifies that no officer, agent, or employee of Metro has a pecuniary interest in this project or has participated in contract negotiations on behalf of Metro; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for

Proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person(s) or firm(s).

4. Basis of Award

The award shall be made to the responsible Proposer(s) submitting the most advantageous Proposal to Metro. Metro reserves the right to reject any and/or all Proposals in whole or in part, and to waive irregularities not affecting substantial rights.

5. Minority and Women-Owned Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code section 2.04.100 and 200.

Copies of that document are available from the Procurement and Contracts Division of Metro's Regional Facilities Department, 600 NE Grand Avenue, Portland, OR 97232 or call (503) 797-1717.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 94-1929 AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS AND EXECUTION OF A MULTI-YEAR CONSULTANT CONTRACT FOR A METRO INFORMATION SYSTEMS STRATEGIC PLAN.

Date: March 15, 1994

Presented by: Audrey Lloyd

PROPOSED ACTION

Pursuant to Metro Code Section 2.04.033(a)(1), Council adoption of this resolution is required because the anticipated contract will commit Metro to expenditures for 1994-95 fiscal year in order to complete the Information Systems Strategic Plan with a single contract.

BACKGROUND

The adopted budget for 1993-94 fiscal year includes a project to develop a comprehensive strategic plan for all information systems agency wide. Presently, each department plans and budgets for its own computer equipment and application needs separately, although actual support for most hardware and operating systems is provided by the Information Services Division (ISD) staff as a central service function.

The ISD staff supports three major types of computing environments for Metro: 1) PCs and networks; 2) Unix systems; 3) Financial systems mainframe. An Ethernet backbone for agency wide networking has been established which will soon be expanded to include remote sites. An Internet license as well as an electronic bulletin board for citizen access are proposed which effectively positions Metro for entry onto the "Information SuperHighway". More and more frequently, users in one environment request assistance in accessing information or applications from another environment. These and other considerations impel Metro to consider an integrated approach for planning new systems based on clearly defined strategies that take into account overall benefits as a more effective way to acquire, develop, and manage computer information systems. At a minimum, this approach would result in a greater ability for department managers to control their costs. At best, users will benefit by having greatly expanded access to critical information and more powerful hardware and application tools at their disposal. Metro will benefit with a greater ability to provide improved and new services to the public.

The Plan will provide a consistent methodology and define a process for planning, budgeting, and developing future computer information systems for all departments at Metro. The Plan will: 1) provide managers, financial, and technical planners with a baseline assessment of Metro's computing resources and a measure of how effectively current information needs are met; 2) identify future goals, objectives, and strategies for implementing future systems; 3) assess the impacts of various strategies as well as their feasibility; 4) supply reporting mechanisms to measure the success of implementation goals; 5) recommend the most effective allocation of Metro's computing resources and technical staff across its various business units.

The Plan will be produced as a project of the Information Services Division and will involve the participation of individuals from every part of Metro including top management.

BUDGET IMPACT

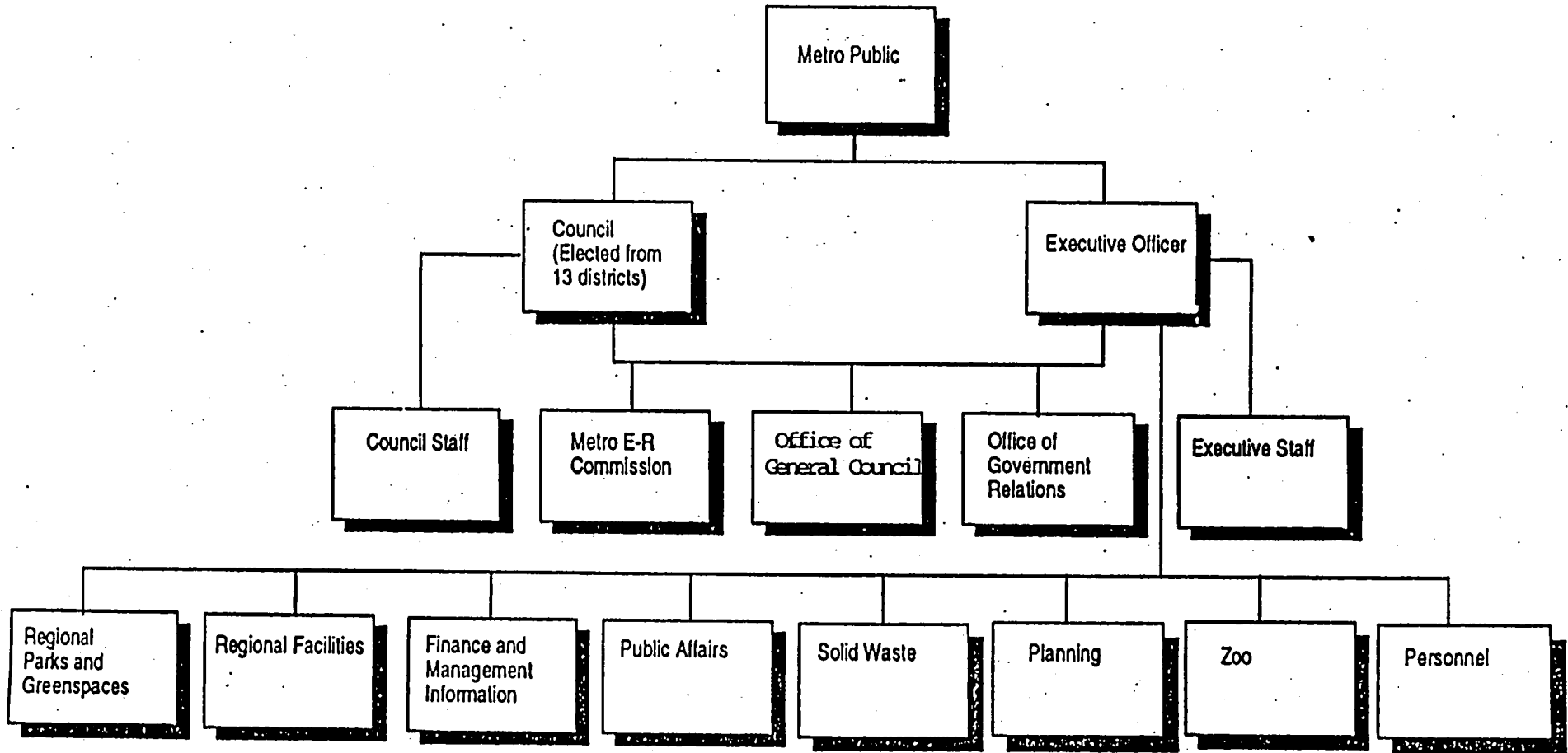
Funds for a project consultant to assist with the conduct of this project is identified in the 1993-94 fiscal year budget for ISD in the Materials and Services category as "Management Consulting Services" with a contract amount of \$22,500. The 1994-95 fiscal year budget recommended by

the Executive Officer identifies an additional \$22,500 for this service. It is expected that it will not be possible to expend the entire \$22,500 budgeted this fiscal year due to the impossibility of contracting with a Consultant before May, 1994; hence, this resolution requests that unexpended funds for consulting services for this project from this fiscal year be carried forward to the next fiscal year in addition to the allocation already recommended

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 94-1929 and release of RFP # 94R-9-FM).

Figure I-1
Metro Organization Structure



Required Proposal Document

Budget/ Cost Summary

| Project Component | Estimated Hours | Rate/hr | Maximum Component Cost not to exceed | Proposer imposed special conditions, if any * |
|---|------------------------|----------------|---|--|
| Information Gathering | | | | |
| 1a - methodology | _____ | \$ _____ | \$ _____ | _____ |
| 1b - training | _____ | \$ _____ | \$ _____ | _____ |
| 1c - pilot project | _____ | \$ _____ | \$ _____ | _____ |
| 1d - rest of agency | _____ | \$ _____ | \$ _____ | _____ |
| Facilitation Services | | | | |
| 2a - planning | _____ | \$ _____ | \$ _____ | _____ |
| 2b - meetings | _____ | \$ _____ | \$ _____ | _____ |
| Impact Analysis | | | | |
| 3a - methodology | _____ | \$ _____ | \$ _____ | _____ |
| 3b - analysis | _____ | \$ _____ | \$ _____ | _____ |
| Technology Review | | | | |
| - assessment | _____ | \$ _____ | \$ _____ | _____ |
| Action Plan Development | | | | |
| - methodology | _____ | \$ _____ | \$ _____ | _____ |
| Strategic Plan Document Preparation | | | | |
| 6a - format | _____ | \$ _____ | \$ _____ | _____ |
| 6b - validation | _____ | \$ _____ | \$ _____ | _____ |
| Total for Proposal | | | \$ _____ | |
| Estimated Reimbursable Costs (from reverse side) | | | \$ _____ | |
| Total Estimated Net Cost | | | \$ _____ | |

For each project component, fill in the amount and description necessary on lines provided. Where not proposed, enter n/p.

Please list reimbursable direct costs separately on other side of this form.

(*) If space provided is insufficient, please include the explanation on a separate attachment.

NOTICE TO ALL PROPOSERS

The Personal Services Agreement included herein is a standard agreement approved for use by Metro's General Counsel. As such, it is included for your specific consideration and review during the course of this competitive process.

Any changes in the adopted language must be requested and resolved as part of this process or as a condition attached to the proposal.

Consider the language carefully!

Metro reserves the right to:

- Selectively declare any conditioned proposal nonresponsive and reject it without further consideration;
- Reject any or all subsequent requests for modification;
- Interpret insistence upon a contract modification as a refusal to honor the original proposal and reinstitute the evaluation process.

Project _____
Contract No. _____

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and _____, referred to herein as "Contractor," located at _____.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective _____ and shall remain in effect until and including _____, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for maximum a sum not to exceed _____ AND _____/100THS DOLLARS (\$_____).
4. Insurance.
 - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
 - (2) Automobile bodily injury and property damage liability insurance.
 - b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
 - c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDs. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the

Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the state of Oregon and shall be conducted in the circuit court of the state of Oregon, for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor ___ days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

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

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

| | |
|--------------|--------------|
| _____ | METRO |
| By: _____ | By: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

Council
4/14/94
3.2

Revised
Outline for CFM's presentation:
(X = Indicates changes from first draft.)

A. What we were hired to do.

CFM is a public affairs consulting firm involved in government relations, communications consulting and issues management.

Research -- We were asked by Metro to assess community attitudes towards greenspaces. We conducted a 51-person Community Leader Survey and we teamed with pollster Mark Nelson to complete an 800-person telephone survey.

Facilitate BRC -- We were also asked to help Metro form and facilitate a citizens' Blue Ribbon Committee. Following Council appointment today, the BRC is set to meet for the first time next Tuesday.

B. Summary of Civic Survey.

Of the two research pieces completed, the Community Leader Survey is more conservative in its findings. Civic leaders said:

- x 1. Growth management was a major concern among community leaders. The broad category called "growth management" was high on the list of concerns. Preservation of greenspaces was seen as a part -- but not the most important part -- of growth management. As you might expect, concerns about crime and education also were high.

- x 2. A 1992-style greenspaces bond measure most likely will be defeated in 1994. However, the civic leaders say the chance of passage improves if significant changes are made from the failed 1992 ballot measure.

- 3. A series of small and specific measures is advocated. The majority (30) said Metro should issue a series of small and specific bond measures during the 1990s to fund the greenspaces master plan rather than seek a large bond amount similar to the defeated 1992 proposal.

C: Opinion poll results.

The Nelson Report conducted an opinion poll for Metro in January. Here are some key findings:

- x 1. The poll also indicates the public most likely won't support another \$200 million bond measure. In response to a question about whether they would favor or oppose another two-hundred (\$200) million dollar measure, 39 percent of the respondents said they favored a ballot measure, 49 percent said they were opposed and 12 percent were not sure.

2. The level of support increased significantly as the bond measure amount decreased: At one-hundred-fifty (\$150) million dollars, 47 percent favored and 43 percent opposed. Ten percent were undecided. At fifty (\$50) million dollars, 58 percent favored the measure and 37 percent opposed. Again, 10 percent were undecided.

3. Certain questions yielded a significant swing toward a favorable rating. For example, when asked if they knew that the preservation of greenspaces helps in protecting water quality, 68 percent of the respondents favored the measure.

x *Conclusion* -- Based on the research, a measure could pass depending on how the package is put together. The Council will have recommendations from several sources on what to do. One of those advisors will be the Blue Ribbon Committee.

D. Issues and questions before the BRC.

Pat McCormick from our firm will facilitate the meetings of the Blue Ribbon Committee. The committee will be asked to make a final recommendation to the Metro Council based on these issues:

1. *Should Metro refer a bond measure to the voters?*
2. *If yes, what is the appropriate time for an election? Short-term options include September and November in 1994 and four dates in 1995 -- March, May, September and November.*
3. *What is the appropriate amount of bond revenue to request?*
4. *What are the elements of the measures? What are the priority areas for acquisition and trail improvements. Should there be a local share pass through to local governments?*

E. **Timeline.**

The Blue Ribbon Committee will meet for three hours next Tuesday. They will then reconvene in early May.

If the committee decides to recommend a September 1994 election date, a recommendation will be presented to the Facilities Committee on May 17.

The full Council could debate the issue as early as May 26.

Thank you. I'd be glad to answer your questions.

Council
April 14, 1994
3.3

AGENDA SUPPLEMENT FOR COUNCIL MEETING OF APRIL 14, 1994

ITEM: Executive Comment

"Briefing on Metro Washington Park Parking Lot Issues"

The attached outline and schedule establishes a basis for further questions the council may have regarding the process and ramifications of the Washington Park parking lot changing from a free to a fee paid lot.

WASHINGTON PARK PARKING LOT OVERVIEW

| ACTIVITY/EVENT | STATUS | TIMING |
|---|--|---------------------------------------|
| Quitclaim Deed for Washington Park light rail station site | Approved/signed by Metro WFC and OMSI | Complete |
| Operating Agreement (between Metro, WFC, OMSI) | Metro General Counsel/WFC/ OMSI lawyers finalizing language | Apr 11-30 |
| Design & Construction Agrmt (between Tri-Met & Metro) | Concurrent with above (Unless requires further negotiation w/Tri-Met) | Apr 11-30 Apr 1994 May 1994 |
| Metro staff meet w/WFC, OMSI to gain approval of Operating Agreement and Construction Agreement | To be scheduled following conclusion of attorney discussions | Apr 15-30 |
| Metro Council approval of Operating Agreement/Design and Construction Agreement | Upon completion of above discussions & agreements | May 1994 |
| Obtain Conditional Use Permit from City Planning Bureau.... entails Traffic Impact Study | Regional Facilities determining process, timing & fund requirements | Apr 1994 May 1994 |
| | Obtain Permit..... | Jun 1994 Jun 1995 |
| Re-open negotiations w/City for Parking Lot Lease | Preliminary discussions held, await completion of Operating Agreement | Jun 1994 Jan 1995 |
| Obtain bonds to pay tunnel obligation, construct paid parking lot | Preliminary financial projections in hand | Jul 1995 Oct 1995 |
| Begin fee lot construction | | Sep 1996 Mar 1997 |
| Complete fee lot construction | | Jun 1997 |
| Washington Park MAX Station completed and open | | Sep 1997 |
| Fee Parking begins | | |

WASHINGTON PARK PAID PARKING LOT

BACKGROUND

The Westside Light Rail project includes a Tri-Met built tunnel and a Washington Park MAX station that will serve the zoo as well as the World Forestry Center and OMSI. There is a \$2 million financial obligation to Tri-Met associated with the tunnel and station. Metro earlier voluntarily accepted this responsibility as its share of the project cost via Resolution No. 91-1449A.

Metro will issue revenue bonds to meet its obligation. The funds to liquidate the resulting bonded indebtedness are anticipated to be generated by converting the existing free Washington Park parking lot to a fee paid parking lot.

Without a fee paid facility, the existing free lot would likely be used as a free park and ride station which would reduce or eliminate parking for visitors of the zoo and other Washington Park attractions.

Financial analyses indicate bond funding will be sufficient to satisfy both the obligation to Tri-met and pay costs associated with turning the existing free parking lot to a fee paid facility. Certain street relocation and paid lot design costs will be borne by Tri-met. The major portion of construction costs and equipment (automated gates, etc.) will be borne by Metro.

Lot conversion makes it necessary to revise several existing agreements and to create several new agreements. Existing agreements to be changed include (1) the Lease Agreement between the City of Portland and the entities that use the parking lot, and (2) the Operating Agreement between Metro, World Forestry Center and OMSI that speaks to how the lot shall be used and operated.

New agreements include (1) a Quickclaim Deed reflecting property line changes driven by construction of the Washington Park MAX Station, and (2) a Design and Construction Agreement; both with Tri-Met.

The Operating Agreement has been the subject of meetings involving Metro staff, WFC and OMSI. Final discussions with legal representatives of the other cultural institutions are now taking place. The agreement is expected to be ready soon for review and adoption by the Metro Council.

Following adoption of the Operating Agreement, Metro, World Forestry Center and OMSI will meet with the City of Portland (Commissioner Hales office) to negotiate amending the Parking Lot Lease Agreement. The City has taken the position that it is entitled to a portion of the excess revenue generated by a paid parking lot operation. The negotiation turns on what amount or percentage of excess revenue constitutes equity.

The revenue generating capacity of the parking lot has been calculated based upon attendance projections and other key assumptions provided by the cultural institutions. In sum, the lot is expected to produce more than adequate revenue to liquidate the bonds and to thereafter produce a significant, ongoing revenue stream.

Under the current schedule, bonds will be issued in the summer of 1995 in time to pay for parking lot renovations and satisfy the Tri-Met obligation. The financial analysis is based on a 20 year bond-term with paid parking implemented sometime between April 1997 and January 1998. The early date is

advantageous in terms of debt reduction. However, the introduction of a parking charge at the beginning of the peak attendance season may adversely impact zoo attendance.

The most current pro forma projecting bond funding size, construction costs and revenue stream anticipates the following:

| | |
|-------------|--|
| \$2,767,000 | Tri-Met improvements, interest and reserves. |
| \$1,824,222 | Lot improvements, interest and reserves (commencing Sep. 96 - Mar. 97, completed June 1997) |
| \$ 137,000 | Bond issuance costs and reimbursement of up-front costs |
| \$4,700,000 | Approx. Total |
| \$ 440,000 | Estimated Annual Debt Service |

After calculating lot usage and adjusting parking rates over time (beginning at \$3.00 in 1997), lot revenues are anticipated to handily service the debt, cover operating costs and produce annual excess revenues of over \$600,000 by 2006.

A final feasibility study reviewing the full financial outlook for the paid lot venture will be required as a function of issuing bonds.

There are risks involved. Attendance trend figures may not be realized. Slack attendance times or seasons may not utilize the lot to the degree anticipated. Park and Ride clientele may or may not be helpful in stabilizing revenue off season when Washington Park attractions are not filling the lot. However, a worst case financial scenario indicates excess revenues would continue to be generated.

The job of balancing these factors and operating the lot in the most appropriate manner falls to the Parking Lot Committee which is institutionalized in the Operating Agreement between Metro, World Forestry Center and OMSI.

Before bonds can be issued, Metro (and its parking lot partners) will be required to obtain a conditional use permit from the Portland Planning Department reflecting the change from free to paid parking. It is anticipated that a traffic impact study will be required to be funded by Metro. The cost has been anticipated in the bond issue. Further, the Operating Agreement alludes to permit costs and other lot related Metro costs stating that they will be reimbursed through parking lot revenues.

REGIONAL FACILITIES COMMITTEE REPORT

RESOLUTION NO. 94-1931, AUTHORIZING THE METRO WASHINGTON PARK ZOO TO ESTABLISH A MULTI-YEAR CONTRACT FOR CATERING SALES SERVICES

Date: April 12, 1994

Presented by: Councilor Washington

COMMITTEE RECOMMENDATION: At its April 6, 1994 meeting the Regional Facilities Committee voted 5-0 to recommend Council adoption of Resolution No. 94-1931. All committee members were present and voted in favor.

COMMITTEE DISCUSSION/ISSUES: Zoo Visitor Services Manager Teresa Metke presented the staff report. She said the purpose of the resolution is to allow more emphasis to be placed on selling catered events to produce revenue. She said that \$60,000 in revenue had been generated since July 1 through marketing of the catering service.

Councilor Washington asked what the net revenue is of the \$60,000. Ms. Metke said net revenue is about 40% of the gross.

REGIONAL FACILITIES COMMITTEE REPORT

RESOLUTION NO. 94-1934, AUTHORIZING PARKS AND GREENSPACES TO SOLICIT PROPOSALS AND ESTABLISH A MULTI-YEAR CONTRACT FOR VIDEO DOCUMENTATION OF SMITH AND BYBEE LAKES

Date: April 12, 1994 Presented by: Councilor Washington

COMMITTEE RECOMMENDATION: At its April 6, 1994 meeting the Regional Facilities Committee voted 5-0 to recommend Council adoption of Resolution No. 94-1934. All committee members were present and voted in favor.

COMMITTEE DISCUSSION/ISSUES: Planning and Capital Development Manager Pat Lee presented the staff report. He said the video documentation of Smith & Bybee Lakes was proposed to extend over a full year. In response to a question from Councilor Moore, he said this project would include interviews with long-time residents of the area to determine how the lakes had developed over time, in addition to producing a one year record of the lakes.

Councilor Moore asked what the total cost of the contract was expected to be. Mr. Lee said this project was expected to cost \$20,000, with funds available from a \$40,000 appropriation for environmental education development in the Smith & Bybee Lakes Trust Fund budget. If additional work is to be done on this contract, grant funds would be sought to pay for the additional work.

There was some discussion of the term "multi-year" in reference to the contract, with some confusion as to the scope of the contract and its duration. Council Analyst Casey Short explained that the term "multi-year" is used in the Code in reference to contracts that extend into two or more fiscal years; the Code calls for Council to approve multi-year contracts.

Mr. Lee said the schedule for completing the project would be revised to reflect the date of release of the RFP, which is to be later than originally anticipated.

REGIONAL FACILITIES COMMITTEE REPORT

RESOLUTION NO. 94-1935, AUTHORIZING PARKS AND GREENSPACES TO SOLICIT PROPOSALS AND ESTABLISH A MULTI-YEAR CONTRACT FOR PALEOLIMNOLOGICAL INVESTIGATION OF SMITH AND BYBEE LAKES

Date: April 12, 1994 Presented by: Councilor Washington

COMMITTEE RECOMMENDATION: At its April 6, 1994 meeting the Regional Facilities Committee voted 5-0 to recommend Council adoption of Resolution No. 94-1935. All committee members were present and voted in favor.

COMMITTEE DISCUSSION/ISSUES: Planning and Capital Development Manager Pat Lee presented the staff report. He said the paleolimnological study would provide information on the historical nature of the lakes, to assist in achieving the goal of the Smith & Bybee Lakes Management Plan to restore the lakes to their historic condition.

There was no committee discussion.

REGIONAL FACILITIES COMMITTEE REPORT

RESOLUTION NO. 94-1942A, ESTABLISHING A METROPOLITAN GREENSPACES BLUE RIBBON COMMITTEE TO ADVISE METRO COUNCIL ON THE CHARACTERISTICS OF A GREENSPACES GENERAL OBLIGATION BOND MEASURE

Date: April 12, 1994

Presented by: Councilor Gates

COMMITTEE RECOMMENDATION: At its April 6, 1994 meeting the Regional Facilities Committee voted 5-0 to recommend Council adoption of Resolution No. 94-1942A. All committee members were present and voted in favor.

COMMITTEE DISCUSSION/ISSUES: Planning and Capital Development Manager Pat Lee presented the staff report. He said the establishment of a committee to advise the Council on a Greenspaces bond measure was consistent with the work plan outlined in Resolution No. 93-1844A, and followed work done by a contractor to interview business and civic leaders on the issue, as well as a public opinion poll of 800 residents of the region. The Blue Ribbon Committee would advise the Council on whether to refer a bond measure for Greenspaces acquisition, and if so, when, what amount, and what it would include.

Amendments proposed by staff included minor revisions to Be It Resolved sections 1 and 2, to more accurately reflect the scope of work and composition of the committee, and the inclusion of the names of 14 people who have agreed to serve on the committee. Mr. Lee said there are still a few people whom staff is trying to contact to see if they will serve, and said the final list for Council confirmation at its April 14 meeting will probably include more names. Councilor Hansen encouraged staff to strive to include more representatives of ethnic minorities, and Mr. Lee said such suggested representatives were prominent among the people who had been out of town and not yet contacted. Councilor Moore asked if Washington County residents were among those still outstanding; Mr. Lee said yes. Councilor Moore suggested some additional names.

Councilor Moore suggested the committee be called a Green Committee, rather than a Blue Ribbon Committee. Mr. Lee said staff believes that such a name would imply prejudice, and recommended against the name change.

REGIONAL FACILITIES COMMITTEE REPORT

RESOLUTION NO. 94-1946A, AUTHORIZING THE RELEASE OF REQUEST FOR PROPOSAL FOR THE METRO WASHINGTON PARK ZOO'S OREGON PROJECT AND AUTHORIZING A MULTI-YEAR DESIGN CONTRACT WITH THE SELECTED DESIGN TEAM

Date: April 12, 1994

Presented by: Councilor McFarland

COMMITTEE RECOMMENDATION: At its April 6, 1994 meeting the Regional Facilities Committee voted 5-0 to recommend Contract Review Board adoption of Resolution No. 94-1946A. All committee members were present and voted in favor.

COMMITTEE DISCUSSION/ISSUES: Zoo Director Sherry Sheng presented the staff report. She said the resolution would authorize a contract with a selected design team for the full scope of design services related to the Oregon Project and new entrance, but the contract would be in phases with only an initial \$150,000 being authorized at this time. Further work would depend on the availability of funds. She said consultation with Council would precede authorization of any further work.

Councilor Moore asked if the scope of work in the RFP was for the whole project or just for the entrance. Ms. Sheng referred to Section II of the RFP, which outlines the full scope of the Oregon Exhibit and new entrance, and which will be covered in the Phase 1 design work. Councilor Moore asked if this included the new entrance that is to be related to the light rail station. Ms. Sheng said it would include design work on the entrance, but that final decisions on the scope of the entrance would be defined at a later date; part of the design team's work would be to help identify the options available for the entire project.

Council Analyst Casey Short distributed a proposed amendment which would provide for Council review and approval prior to additional work being authorized. He said this amendment would only strengthen the assurance that Ms. Sheng had given to involve the Council in approving further work. He also discussed the proposal to issue a contract for the full project rather than issue individual contracts for pieces of the project, and agreed that the method proposed was fair and provided greatest assurance that all proposals would be based on the same information.

REGIONAL FACILITIES COMMITTEE REPORT

RESOLUTION NO. 94-1944, CONFIRMING THE APPOINTMENT OF ALICE NORRIS TO THE METROPOLITAN EXPOSITION-RECREATION COMMISSION

Date: April 12, 1994

Presented by: Councilor Gates

COMMITTEE RECOMMENDATION: At its April 6, 1994 meeting the Regional Facilities Committee voted 4-0 to recommend Council adoption of Resolution No. 94-1944. Councilors Hansen, Gates, McFarland and Washington voted in favor. Councilor Moore was absent.

COMMITTEE DISCUSSION/ISSUES: Executive Assistant Don Rocks presented the staff report and introduced Ms. Norris. He said this appointment was to fill a vacancy created by the resignation of Richard Ares.

Councilor Hansen asked Ms. Norris how long this appointment was for. Ms. Norris replied that it was through December of this year. Councilor Gates said he strongly supports this appointment, having seen the work Ms. Norris has done on the Oregon Trail Pageant.

Councilor Hansen asked if Ms. Norris planned to act as liaison between Metro, MERC, and the End of the Oregon Trail project. Ms. Norris said that is what she hopes to do. She said she is well aware of that project, and is well informed on issues of Clackamas County. She believes in regional government and looks forward to being part of the process of becoming fully a region.

REGIONAL FACILITIES COMMITTEE REPORT

RESOLUTION NO. 94-1948, RECOMMENDING TO MULTNOMAH COUNTY A REALLOCATION OF \$600,000 OF TRANSIENT LODGING TAX PROCEEDS FOR THREE YEARS, TO PROVIDE OPERATING SUPPORT TO THE PORTLAND CENTER FOR THE PERFORMING ARTS

Date: April 12, 1994

Presented by: Councilor Hansen

COMMITTEE RECOMMENDATION: At its April 6, 1994 meeting the Regional Facilities Committee voted 4-0 to file Resolution No. 94-1948 with the Clerk of the Council and recommend Council adoption. Councilors Hansen, Gates, McFarland, and Washington voted in favor. Councilor Moore was absent.

COMMITTEE DISCUSSION/ISSUES: Council Analyst Casey Short presented the staff report. He said this resolution was drafted at the committee's request, pursuant to a MERC Resolution which recommended the Council take action to recommend a change in the Multnomah County transient lodging tax. Resolution 94-1948 is based largely on that MERC Resolution (No. 94-10), with some minor changes. Mr. Short outlined the changes, which included deletion of three sections which are policy statements rather than policy directions, and substitution of the Metro Council for the MERC Commission as the body authorized to declare that circumstances at the Convention Center would dictate that the reallocation of the revenues be stopped.

Mr. Short discussed item #6 in the list of conditions (Exhibit A to the resolution), which calls for the establishment of "percentage guideline limits for MERC and Metro overhead/support costs." He said this is an important policy question for Council to consider, as it raises the potential of artificial limits on one department's support service payments. Councilor McFarland asked if deletion of this condition would affect the hotel industry's support for the resolution. MERC General Manager Pat LaCrosse said the principal concern of the hotel industry and of MERC is that overhead support costs not increase out of proportion with revenues and with other costs of doing business. Inclusion of the clause pertaining to limits on support costs was an effort to ensure that increases in those costs did not absorb a substantial portion of the additional money for PCPA. He said the concern was to set guidelines around which those costs could be evaluated. He said he felt that the hotel industry would probably not object to modification in the language on this point, as long as there was some assurance that the issue of support costs would be reviewed. MERC understands that it is not in a position to limit support costs, but wants to establish a reporting mechanism for reviewing those costs.

Councilor McFarland asked if MERC or the hotel industry would object to changing the language to refer to "percentage guidelines" rather than "percentage guideline limits." Mr.

LaCrosse said he thought neither group would object, and Councilor McFarland moved that change. Councilor Moore suggested using the words, "percentage guideline parameters," to make clear that Council is concerned about the costs but does not want to establish limits.

Councilor Washington asked if a dollar amount limitation on support costs should be used, in relation to the \$600,000 proposed for reallocation to PCPA. Mr. Short said he would recommend against that, because the Council needs to evaluate the support costs annually in the budget process and the dollar amounts will fluctuate based on Council's determination of how much is necessary to support agency operations. A dollar limit on the costs to be paid by one department would have to be made up elsewhere. Mr. LaCrosse added that flexibility should be maintained, in order to accommodate extraordinary expenses in any given year.

Councilor McFarland said she had no objection to adding the word "parameters" as suggested by Councilor Moore, and that change was approved by the committee.

Councilor Gates asked that clauses (g) and (h) from the MERC resolution be added as "Whereas" statements in Resolution 94-1948. Those acknowledge that the hotel tax does not represent an overall solution to the issue of public funding for the arts in the region and that such a solution should be found in the next three years, and that PCPA business could be improved by increased marketing to visitors. These statements were included in the committee's approved resolution.

Tri-County Council

Council
April 14, 1994
7.4

Reply to: Estle Harlan, 2202 SE Lake Rd., Milwaukie, OR 97222 654-9533 (FAX 654-8414)

April 14, 1994

TO: METRO COUNCIL (FAX 797-1793)
Re: Resolution 94-1941
(Revising Chapter 5 of the Solid Waste Management Plan
and Adjusting Tonnages at Metro Central)

It is our understanding that the purpose of this Resolution would be to exercise flow control to move approximately 60,000 tons from Metro South to Metro Central, for the purpose of dealing with the "Put or Pay" provision of the contract at Metro Central.

As we testified when this issue was discussed in the context of building the Wilsonville Transfer Station, the solid waste collection industry opposes any type of temporary, short-term adjustments to the flow, and for that reason we oppose this Resolution. The specifics of our objections to the Resolution are:

1. It is not timely. The adjustment in flow would likely be for only a few months until the contract is re-negotiated in October. During the summer months, the volumes at Metro Central are high enough that there will not likely be a need to make an adjustment.
2. If the adjustment is for just a matter of a few weeks or a couple months, that is disastrous to our industry in the disruption it causes us on routing. Routing needs to be a fairly permanent system because change involves the need for trucks, the size and type of trucks, and the number of personnel. We have consistently taken the position that a temporary adjustment in routing is far more costly to the entire system cost than any relatively insignificant savings that Metro might have on the disposal end, under the Put-or-Pay provisions of the contract at Metro Central.
3. It would be appropriate to ask for voluntary shifts to Metro Central where that can be done without a significant impact to the collection operations of haulers. Those voluntary shifts will take some phasing in, and they cannot likely be completed by July 1, so that should not be the deadline. If you go beyond that deadline, we will be into the heavier volume summer months when extraordinary shifts in flow will not be needed, and that will bring us up to the October date when all parties expect a re-negotiated contract that will eliminate the Put-or-Pay clause.

It makes no sense to disrupt the solid waste collection system and cause the additional cost increases that would be involved for the few months that are left until October. Please do not approve this Resolution.

By *Estle Harlan*
for the Tri-County Council

Representing:

Clackamas County Refuse Disposal Association
Multnomah County Refuse Disposal Association
Oregon Sanitary Service Institute

Portland Association of Sanitary Service Operators
Teamsters Local 281 305
Washington County Solid Waste Collectors Association