

# A G E N D A

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736  
 TEL 503 797 1700 | FAX 503 797 1797



**METRO**

MEETING: METRO COUNCIL REGULAR MEETING  
 DATE: May 11, 1995  
 DAY: Thursday  
 TIME: 2:00 p.m.  
 PLACE: Council Chamber

**NOTE: REVISED AGENDA**  
 Agenda Item No. 5.1 has been changed.  
 And Executive Session has been added.

Approx. Time *		<u>Presenter</u>	<u>Lead Councilor</u>
2:00 PM	<b>CALL TO ORDER AND ROLL CALL</b>		
(5 min.)	1. <b>INTRODUCTIONS</b>		
2:05 PM (15 min)	2. <b>EXECUTIVE SESSION Held Pursuant to ORS 192.660(1)(h) to Consult With Outside Legal Counsel Regarding Litigation Related to Council Authority Under 1992 Metro Charter (Closed Session: Open to Legal Counsel, Involved Staff and the Media Only)</b>		
2:20 PM (5 min)	3. <b>CITIZEN COMMUNICATIONS</b>		
2:25 PM (5 min)	4. <b>EXECUTIVE OFFICER COMMUNICATIONS</b>		
	5. <b>CONSENT AGENDA</b>		
2:30 PM (5 min.)	5.1 Consideration of Minutes for the May 4, 1995 Council Meeting.		
	6. <b>RESOLUTIONS</b>		
2:35 PM (5 Min.)	6.1 <b>Resolution No. 95-2142, For the Purpose of Confirming the Nomination of Steven D. Fosler as an Alternate Member of the Transportation Policy Alternatives Committee (TPAC)</b>		(Monroe)
2:40 PM (10 Min.)	6.2 <b>Resolution No. 95-2143, For the Purpose of Considering a Proposal for A Long Term Lease of the 250 Acre Wilsonville Tract.</b>	(Ciecko)	(Washington) <i>(Arlene Fordel)</i>
2:50 PM (10 Min.)	6.3 <b>Resolution No. 95-2141, For the Purpose of Entering Into a Multi-Year Contract With the Most Qualified Proposer By Authorizing Issuance of a Request for Proposals for Technical Assistance, Fiscal Analysis and Intergovernmental Coordination for the <u>South/North</u> High Capacity Transit Study</b>	Skiles	(Monroe)

Approx.  
Time \*

Presenter

- |                      |    |                                 |
|----------------------|----|---------------------------------|
| 3:00 PM<br>(10 min.) | 7. | <b>COUNCILOR COMMUNICATIONS</b> |
| 3:25 PM<br>(10 min.) | 8. | <b>LEGISLATIVE ITEMS</b>        |
| 3:15 PM              |    | <b>ADJOURN</b>                  |

\* All times listed on the agenda are approximate; items may not be considered in the exact order listed.

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2:45 PM (10 min.)	6. <b>COUNCILOR COMMUNICATIONS</b>		

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Approx.  
Time \*

Presenter

3:05 PM 7. **LEGISLATIVE ITEMS**  
(10 min.)

3:15 PM **ADJOURN**

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# METRO COUNCIL WORK SESSION

Tuesday, April 18, 1995

Oregon Convention Center  
Room 116B

Councilors Present: Ruth McFarland (Presiding Officer), Rod Monroe (Deputy Presiding Officer), Jon Kvistad, Patricia McCaig, Susan McLain, Don Morissette, Ed Washington

Councilors Absent: None

Joe Hertzberg of Decisions, Decisions called the meeting to order at approximately 2:30 PM.

## 1. MISSION STATEMENT

Mr. Hertzberg distributed a draft handout that outlined Metro roles. Following discussion, councilors decided it would be beneficial to develop a Council mission statement. Councilors drafted individual mission statements and broke out the key components of each (listed below). Councilors were asked to select core elements from the list of key components. The core elements selected were "proactive," "innovative," "planning," "regional," "leadership," and "inter-jurisdictional."

# of Votes	Mission Components
3	Proactive, innovative
4	Planning
0	Unique
3	Regional
1	Quality of Life -- livable community, balance of social, environmental, economic
3	Leadership
3	Facilitator, convenor, consensus builder
3	Service to local governments cannot do on their own, inter-jurisdictional
1	Perspective, linkage, transcend
0	Effective
1	Emerging and maturing issues, time-certain
0	Fairness and equity

A sample mission statement was formulated as follows: "Metro provides planning and innovative regional leadership to confront emerging and present issues in a proactive inter-jurisdictional, effective, problem-solving way."

Mr. Hertzberg was asked to develop a final version of a mission statement for discussion at an upcoming meeting, based upon the input of the Council.

## 2. METRO ROLES

Mr. Hertzberg asked for a description of Metro's role. There is a general feeling that different roles that are appropriate at different times and situations.

METRO COUNCIL WORK SESSION

April 18, 1995

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COUNCIL ROLES	
<i>ROLE</i>	<i>DISCUSSION</i>
Information gathering	Always
Planning	Always
Convenor	Often, when regional perspective is useful
Disseminate information	Often, except when more appropriate for others
Funding	It's essential to fund Metro's core programs Based on priority allocation of scarce resources Sometimes Metro is a conduit -- grants in service of regional goals
Innovate for better government	Always
Coordination	Often, sometimes mandated, requires higher level of Metro commitment of resources than others -- based on Council priority
Regulator	Sometimes, required to make 2040 or other priorities work, (i.e., flow control for solid waste, regional planning framework)
Leader	Very important -- unique regional role and responsibilities of Metro, other roles are tools
Direct Service	Sometimes, when mandated, if it is efficient, cost-effective, helps Metro reach a goal, if regional partners requests Metro do it, and if there is a reasonable chance of success
Quasi-judicial	Sometimes, statutory requirement -- Boundary Commission, UGB
Promote balance among environmental, economic, and social concerns	Issues need to be balanced Should also encompass outreach

Discussion took place regarding the differences between the roles of the Executive and the Council. Projecting Metro to the public (outreach) was seen to be a function of the Executive, the Council, as well as individual councilors. Councilors agreed that development of the Council role should not be driven by the Executive, and that consideration be given to the dual role of the Council as the policy making body and the Executive as a direct service provider.

3. PROCESS ISSUES

Each councilor listed process issues he or she felt need to be addressed:

- What is the role of the Executive and the Council?
- What is the role of the Presiding Officer?
- What is the role of the Council, the lead councilor, or the committee?
- What is the role of the liaison councilor?
- What is the role of the Assistant to the Presiding Officer?
- What is the role of the Council analysts?
- What is the relationship of a Council member to a member of the staff under the Executive Officer?
- What is the relationship of a Council member to a member of the Council staff?

**METRO COUNCIL WORK SESSION**

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- Who determines the role of the auditor?
- The role of the presiding officer is to facilitate communication and prioritize the needs of the Council members.
- The Council must define Metro priorities, establish a scope of authority, and place mechanisms to enforce its decisions.
- The Council is responsible to insure that we fully fund our basic government needs and our existing programs before we take on any new or expanded functions.
- We need to build a common solution through teamwork.
- We need to promote timelines that result in reasonable solutions.
- We need to balance economic, environmental, and social needs with all decisions.
- The Council is the preeminent political authority at Metro.
- It is the role of the Executive to carry out the policy directives of the Council.
- How can the Council make decisions with as much support possible of our local partners?
- How can we involve Clark County as an equal partner in Metro? Should we?
- How can Metro achieve a more effective partnership with Tri-Met?
- How do we get closure on issues, and get decisions to hold?
- How can we make the Tuesday work session process more effective?
- How can we use MCCI in the best way for network and reviewer?
- Council needs to start leading with resolutions and ordinances.
- How many committees does Metro need to have?

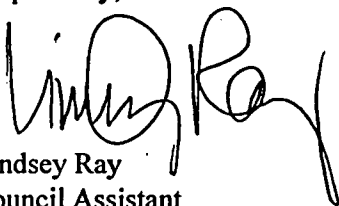
At the next session, the following relationship roles will be discussed:

Council	and	Executive Officer
Council		Presiding Officer
Council		Asst. to Presiding Officer
Council		Council Staff
Council		Executive Staff
Council		Auditor
Council Staff		Executive Staff

The final session will cover funding, planning, transportation issues.

There being no further business before the committee, the meeting was adjourned at 4:56 PM.

Prepared by,



Lindsey Ray  
Council Assistant

# METRO COUNCIL WORK SESSION

Tuesday, April 25, 1995

Oregon Convention Center  
King Board Room

Councilors Present: Ruth McFarland (Presiding Officer), Rod Monroe (Deputy Presiding Officer), Jon Kvistad, Patricia McCaig, Susan McLain, Don Morissette, Ed Washington

Councilors Absent: None

Joe Hertzberg called the meeting to order at 2:05 PM.

## MISSION STATEMENT

Mr. Hertzberg presented a draft mission statement developed from input at the last Council work session. The draft mission statement read as follows, "Metro provides innovative leadership based on a regional perspective, a long-term, planning orientation, and a focus on issues which cross local boundaries and require collaborative solutions." Following discussion it was decided to change the wording of the mission from "Metro provides...." to "Metro will provide...." and to change "long-term" to "ongoing."

## VALUES

Councilors discussed a draft set of values based on their March 10 and April 18 work session discussions. It was suggested the value "promote economic, social, and environmental quality" be changed to "promote economic, social, and environmental balance." One councilor wanted to eliminate reference to social issues. Following discussion, it was decided to change the wording to "promote economic, social, cultural, and environmental balance." A councilor expressed concern about the statement, "hold jurisdictions to the standards they set." He was concerned there might be a perception that Metro would strong-arm local jurisdictions. Following discussion, it was decided to leave the value in.

## METRO ROLES

Councilors individually listed "who does what" at Metro, using the following categories:

Council	<ul style="list-style-type: none"><li>• Quasi-judicial</li><li>• Establish and review policies</li><li>• Establish and review and approve funding (long-range, broad-based revenue sources)</li><li>• Review and set the budget</li></ul>
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Council (cont.)	<ul style="list-style-type: none"> <li>• Refer funding measures to voters</li> <li>• Approve employee contracts</li> <li>• Set goals</li> <li>• Hire and manage council staff</li> <li>• Approve contracts and revisions</li> </ul>
Executive	<ul style="list-style-type: none"> <li>• Create and present a budget based on Council policies</li> <li>• Implement policy</li> <li>• Operate agency               <ul style="list-style-type: none"> <li>• run facilities</li> <li>• hire and manage staff (except Council staff)</li> <li>• provide direct services</li> </ul> </li> <li>• Negotiate labor relations</li> <li>• Recommend contracts and revisions</li> </ul>
Both	<ul style="list-style-type: none"> <li>• Fiscal responsibility -- play fair</li> <li>• Generate ideas for long-term funding sources</li> <li>• Create ideas to run Metro more efficiently the way the taxpayers want it</li> <li>• Disseminate public information               <ul style="list-style-type: none"> <li>• Executive: more objective, technical information</li> <li>• Audience -- other executives, public</li> <li>• Council: more social, political, interpreted information and analysis</li> <li>• Audience -- other councils, public</li> </ul> </li> <li>• Gather information               <ul style="list-style-type: none"> <li>• Executive: more objective, technical information</li> <li>• Audience -- other executives, public</li> <li>• Council: more social, political, interpreted, balancing information and analysis</li> <li>• Audience -- other councils, public</li> </ul> </li> <li>• Work with citizens               <ul style="list-style-type: none"> <li>• Executive: day to day operations</li> <li>• Council: accountability</li> </ul> </li> <li>• Create teamwork</li> <li>• Identify issues</li> <li>• Suggest policies</li> <li>• Propose goals</li> </ul>

WORKING RELATIONSHIPS

Metro Council and Executive Staff

Discussion took place regarding the working relationship between individual councilors and Metro staff. Once the Council establishes its interpretation of the parameters of the role between councilors and executive staff, they plan to enter into a discussion with the Executive to arrive at

## THE METRO COUNCIL WORK SESSION

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a consensus. The overall goal in establishing these guidelines was to maintain a spirit of teamwork.

The group agreed that councilors are entitled to go executive staff for information, especially existing information, however, they should not attempt to manage staff's time. Councilors should have access to department heads and managers, but it would be unusual for them to work with direct-line staff. It was pointed out that the correct way to request some form of action would be to create policy through resolution or ordinance, or to go to the Executive. When a member of staff approaches a councilor with a problem, she or he should be referred to the Executive.

### Lead Councilor

The lead councilor acts on behalf of an identified issue of the Council. Therefore, the lead councilor has the prerogative to ask for a higher level of service. However, the process is the same as outlined in the previous section.

### Council Staff Relating to Executive Staff

Council staff is on an equal footing with executive staff. They can approach executive staff directly. It was suggested that the Council and the Executive, along with department heads, should prepare the way for staff-to-staff direct contact through the work plan. If a communication problem arises, Council staff report that problem to a councilor.

## COUNCIL PROCESSES AND PROCEDURES

One councilor stated that individual councilors have a higher spectrum of prerogatives in their districts than they have as part of the whole. The Council is a collective, and the resources are collectively shared. As an individual in that group, on the continuum of available resources, the more Council involvement there is, the more legitimacy is attached to that request.

### Representing Districts

As an elected official all councilors have the right to take a stand and further a cause. However, their access to government resources might be limited in achieving their individual purpose. Each councilor is particularly responsive to his or her own constituents. Councilors should refer inquiries and opportunities outside their district to the proper councilor. The hierarchy of referral is generally as follows:

1. Councilor in whose district the opportunity arises
2. Lead councilor of topical opportunity
3. Support councilor of topical opportunity
4. Presiding Officer

THE METRO COUNCIL WORK SESSION

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However, it acceptable for councilors to work in any district as long as the district councilor is informed. Agency staff should inform councilors when they make appearances in the district.

Lead Councilor vs. Committee

One councilor, speaking as a lead councilor, expressed frustration at her lack of a forum to initiate work or policy. It was agreed that the committee system permitted set schedules and agendas which were effective in initiating work, reviewing programs, and obtaining information from department staff. Following discussion, it was decided to establish a committee format. Steps will be taken to implement the committee system, to begin July 1, 1995.

The following committees were proposed:

<u>COMMITTEE</u>	<u>CHAIR</u>	<u>MEMBERS</u>
Solid Waste	Jon Kvistad	Susan McLain (VC), Rod Monroe, Ruth McFarland
Growth Management	Susan McLain	Patricia McCaig (VC), Don Morissette, Ruth McFarland
Transportation	Rod Monroe	Jon Kvistad (VC), Ed Washington, Ruth McFarland
Regional Facilities	Ed Washington	Patricia McCaig (VC), Don Morissette, Ruth McFarland
Finance & Budget*	Patricia McCaig	committee of the whole

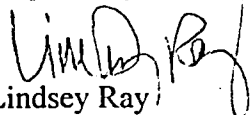
\*as needed

It was decided to not schedule meetings during the month of August.

Discussion took place regarding making decisions and sticking to them. It was pointed out that any decision made can be changed by a vote of the majority. Councilors do not look lightly at changing major decisions. In the future, they agreed to make decisions in a public setting when appropriate, with rules and open discussion, and to ensure all councilors are involved in corporate decisions.

The meeting was adjourned at 5:18 PM.

Prepared by,



Lindsey Ray  
Council Assistant

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## MINUTES OF METRO COUNCIL WORK SESSION

Oregon Convention Center  
King Board Room

May 2, 1995

Councilors Present: Ruth McFarland (Presiding Officer), Rod Monroe (Deputy Presiding Officer), Jon Kvistad, Patricia McCaig, Susan McLain, Don Morissette, Ed Washington

Also Present: Cathy Ross, Assistant to the Presiding Officer; Jennifer Sims, Director of the Finance and Management Information Department; and, Doug Butler, Director of General Services Department

Presiding Officer McFarland called the May 2, 1995 Metro Council Work Session to order at 2:06 p.m.

Joe Hertzberg reviewed the work that had been accomplished, and quoted, "If you bring forth what is in you, what you bring forth will save you. If you do not bring forth what is in you, what you do not bring forth will destroy you."

Mr. Hertzberg referenced the Draft document containing Mission and Values statements considered by the Council at its April 27, 1995 meeting. The Councilors discussed whether they might consider using the Mission and Values statements as a checklist when the Council finds themselves in the midst of a controversy. Councilor Kvistad felt it was important that the Mission and Values statements not be considered regulatory in nature.

The Council discussed the Roles of the Metro Council and Executive as outlined in the Draft document. Councilor Kvistad suggested additional language in the Executive "box" following the words "Implement policy" to read as follows: "Implement policy based on Council direction."

Mr. Hertzberg noted the Executive had prepared a statement similar in nature to the statements the Council was working on. The Council discussed how they might engage in a dialogue with the Executive regarding their respective statements. The Council agreed in consensus to give a copy of the document to the Executive and invite comment, at which time they might sit down together for further discussion. Presiding Officer McFarland agreed to implement the matter.

The Council discussed the section entitled Expectations of Councilors. Presiding Officer McFarland suggested possible Committee meeting times. It was noted each Committee would need a Vice Chairperson, and changes from the April 25, 1995 draft document pertaining to Committee membership were discussed.

There was discussion about the Budget and Finance Committee. It was agreed in consensus that the Finance Committee continue as a committee of the whole with Councilor Monroe as Vice Chair of that Committee.

The Council discussed implementation of the new procedures. It was agreed in consensus that implementation begin no later than July 1, 1995 and sooner if possible.

The Council discussed the structure of Committee membership further. Councilor Kvistad expressed concern that the Presiding Officer be a member on every Committee. Presiding Officer McFarland indicated she had some agreement with Councilor Kvistad, and said her concern was that with only three members to a Committee, only two Committee members might be present. The Council discussed the pros and cons further. There was discussion regarding quorums.

Councilor Monroe suggested the Presiding Officer be considered Ex Officiate; i.e. be present ad hoc at any Committee with the power to cast a vote should a quorum of three not be present.

The Council discussed three member Committees further, and agreed in consensus to three member Committees, with Councilor McFarland as a member on the Solid Waste Committee. It was reaffirmed that all Councilors be welcome to attend any committee meetings, noting that only Committee members would have voting power at the Committee level.

Council Standing Committee Membership was agreed upon as follows:

Finance Committee

Councilor Patricia McCaig, Chair  
Councilor Rod Monroe, Vice Chair  
Councilor Jon Kvistad  
Councilor Ruth McFarland  
Councilor Susan McLain  
Councilor Don Morissette  
Councilor Ed Washington

Land Use Planning Committee

Councilor Susan McLain, Chair  
Councilor Don Morissette, Vice Chair  
Councilor Patricia McCaig

Regional Facilities Committee

Councilor Ed Washington, Chair  
Councilor Patricia McCaig, Vice Chair  
Councilor Don Morissette

Solid Waste Committee

Councilor Jon Kvistad, Chair  
Councilor Susan McLain, Vice Chair  
Councilor Ruth McFarland

Transportation Planning

Councilor Rod Monroe, Chair  
Councilor Jon Kvistad, Vice Chair  
Councilor Ed Washington

The Council moved on to discuss scheduling business for the Council for the month of August.

Councilor Morissette indicated he planned to take a vacation in the near future, and the Council noted his intent to do so. Presiding Officer McFarland noted the rules did not afford excused absences, but that the Council as a body took note of planned absences and that the intent was to work with each Councilor on an ad hoc basis in order to accommodate such planned absences.

Presiding Officer McFarland indicated she would like take two weeks leave beginning Labor Day weekend in September with a scheduled return September 18.

The Council discussed taking a break from conducting Council business for the period from August 11, 1995 to September 5, 1995. They agreed in consensus to do so.

The Council discussed the need to be flexible in order to accommodate emergent needs of Metro should they arise during that time.

The Council discussed the flexibility to be able to have discussions outside the public setting on an ad hoc basis one on one.

The Council went on to discuss review of the committees, task forces, and other groups comprising Councilor Ancillary assignments.

Presiding Officer McFarland suggested Councilors note questions regarding individual committees on the list contained in Resolution No. 95-2070, Exhibit B,, and requested those questions be forwarded to the body for further discussion.

Councilor McCaig said it was her goal that an agenda be arrived at that the Council is driven by, rather than that the Council be driven by a set of scheduled events; e.g. committee meetings.

Mr. Hertzberg suggested the review of the list be based on the Mission and Values statements, and brought back to the Presiding Officer for subsequent review. The Council agreed in consensus to take up the matter collectively following the Presiding Officer's review. Councilor Kvistad suggested using a categorization technique: "C" = Councilor function; "S" = Council Staff function; "M" = Metro Staff function; "E" = Eliminate.

The Council recessed at 3:40 p.m.

The Council reconvened at 3:50 p.m.

Mr. Hertzberg asked the Council what they wished to address next. Councilor Morissette asked that another similar meeting be scheduled with the assistance of the facilitator. The Council agreed in consensus to schedule such a meeting for Tuesday, May 9, 1995 at 2:00 p.m. Councilor McCaig noted a meeting had previously been scheduled for 1:00 p.m. May 9 to discuss long term funding issues subsequent to the adoption of the budget. The Council agreed in consensus to reschedule that discussion.

The Council discussed the role of the Presiding Officer. The following key issues were agreed upon in consensus.

#### Role of the Presiding Officer

- Preside at meetings
  - ◊ Call for recess when Council gets to edge of personal clashes
- Keep Councilors up to date on Metro issues
- Principal liaison to Executive on behalf of Council
- Expedite function of other Councilors
  - ◊ Interface with each individual on divisive issues
  - ◊ Supervise staff
- Principal representative of Council to public
- Ensure that Council/individual Councilors get staff assistance it needs
  - ◊ Direct/supervise Analysts
  - ◊ Indirectly supervise support staff
    - \* Not to exclusion of Councilors working with staff assigned to them

Councilor McLain expressed concern that the Presiding Officer be placed in the position of Administrator with hiring and firing authority. Councilor Kvistad indicated he felt a deeper level of discussion providing a higher level of information was necessary when dealing with such issues.

Presiding Officer McFarland called an Executive Session to order according to ORS 192.660 (3) Evaluation of Public Officers and Employees at 4:14 p.m.

Present: Ruth McFarland (Presiding Officer), Rod Monroe (Deputy Presiding Officer), Jon Kvistad, Patricia McCaig, Susan McLain, Don Morissette, Ed Washington, Cathy Ross and Marilyn Geary-Symons

Presiding Officer McFarland adjourned the Executive Session at 4:22 p.m.

The Councilors discussed the matter of hiring and firing authority further and whether Councilors should be fully informed and/or whether such matters should be a matter put forth for a vote. There was discussion regarding whether such authority should be extended to all Council Staff or to what Councilor Kvistad termed "key people." He described "key people" as Council Analysts and the Council Administrator.

Continuing key issues regarding the role of the Presiding Officer were agreed upon as follows:

Role of the Presiding Officer (continued)

- Hiring/firing
  - ◊ Ultimate authority = Presiding Officer
  - ◊ Consult with all Councilors, individually or in Executive Session
    - \* Inform all Councilors
    - \* Solicit their advice

Mr. Hertzberg clarified that the role of the Assistant to the Presiding Officer was an at will employee at the pleasure of the Presiding Officer who also served as the Office Manager with the supervisory function of the Council Office Staff. Councilor McLain noted she felt that represented a weakness in the model in as much as there was the potential of change of the supervisory function of the Council Office Staff at the end of the tenure of the current Presiding Officer. The Council discussed whether they agreed with that concept.

The Council discussed prioritizing demands on staff time and the role of the Presiding Officer in sorting out staff time demands.

Continuing key issues regarding the role of the Presiding Officer were agreed upon as follows:

Role of the Presiding Officer (continued)

- Assistant to the Presiding Officer serves at the discretion of the Presiding Officer
  - ◊ Some believe this is a weakness of the model
- Intervene in disputes between Councilors regarding allocation of staff time
- Exercise leadership
- Intervene to enforce on Councilors rules of behavior they agree to apply to themselves
- Appoint Councilors to both internal and outside committees and task forces

There was discussion regarding taking responsibility to break for recess when in public session and discussion is becoming offensive or too sensitive for an individual councilor. The Council agreed in consensus that either the Presiding Officer might call for the recess but that it might be suggested by the Deputy Presiding Officer or another Councilor.

Metro Council Work Session

May 2, 1995

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Councilor Morissette asked that a master calendar be developed. Cathy Ross agreed to work on developing such a master calendar.

Councilor Kvistad emphasized that as seven individuals it was inherent they would not agree on all matters, but that they might agree to some matters, such as civility.

Councilor Morissette said he was pleased with the work accomplished by these session with the facilitator.

There being no further business, the meeting adjourned at 5:12 p.m.

Respectfully submitted,

Marilyn E. Geary-Symons  
Council Assistant

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**COUNCILOR ANCILLARY APPOINTMENTS  
AND  
ROLE OF THE PRESIDING OFFICER**

May 2, 1995

<p><b>COUNCILOR ANCILLARY APPOINTMENTS/ COMMITTEES</b></p>	<ul style="list-style-type: none"> <li>● All Councilors review list             <ul style="list-style-type: none"> <li>◇ Apply Mission and Values</li> <li>◇ Important for:                 <ul style="list-style-type: none"> <li>* Councilor</li> <li>* Council Staff</li> </ul> </li> <li>◇ Important for Metro, but not Councilor:                 <ul style="list-style-type: none"> <li>* Metro Staff</li> <li>* No Rep.</li> </ul> </li> </ul> </li> <li>● Return to Presiding Officer</li> <li>● Discussion of those to be dropped</li> </ul>
<p><b>ROLE OF PRESIDING OFFICER</b></p>	<ul style="list-style-type: none"> <li>● Preside at meetings             <ul style="list-style-type: none"> <li>◇ Call for recess when Council gets to edge of personal clashes</li> </ul> </li> <li>● Keep Councilors up to date on Metro issues</li> <li>● Principal liaison to Executive on behalf of Council</li> <li>● Expedite function of other Councilors             <ul style="list-style-type: none"> <li>◇ Interface with each individual on divisive issues</li> <li>◇ Supervise staff</li> </ul> </li> <li>● Principal representative of Council to public</li> <li>● Ensure that Council/individual Councilors get staff assistance it needs             <ul style="list-style-type: none"> <li>◇ Direct/supervise Analysts</li> <li>◇ Indirectly supervise support staff                 <ul style="list-style-type: none"> <li>* Not to exclusion of Councilors working with staff assigned to them</li> </ul> </li> </ul> </li> <li>● Hiring/firing             <ul style="list-style-type: none"> <li>◇ Ultimate authority = Presiding Officer</li> <li>◇ Consult with all Councilors, individually or in Executive Session                 <ul style="list-style-type: none"> <li>* Inform all Councilors</li> <li>* Solicit their advice</li> </ul> </li> </ul> </li> <li>● Assistant to the Presiding Officer serves at the discretion of the Presiding Officer             <ul style="list-style-type: none"> <li>◇ Some believe this is a weakness of the model</li> </ul> </li> <li>● Intervene in disputes between Councilors regarding allocation of staff time</li> <li>● Exercise leadership</li> <li>● Intervene to enforce on Councilors rules of behavior they agree to apply to themselves</li> <li>● Appoint Councilors to both internal and outside committees and task forces</li> </ul>

# MINUTES OF THE METRO COUNCIL REGULAR SESSION

May 4, 1995

Council Chamber

Councilors Present: Ruth McFarland (Presiding Officer), Jon Kvistad, Patricia McCaig, Susan McLain, Don Morissette, Ed Washington

Councilors Absent: Rod Monroe (Deputy Presiding Officer)

Also Present: Executive Officer Mike Burton

Presiding Officer McFarland called the meeting to order at 2:03 PM.

Presiding Officer McFarland announced that Councilor Monroe had been in a bicycle accident requiring hospitalization and would be unable to attend the meeting.

## 1. INTRODUCTIONS

None.

## 2. CITIZEN COMMUNICATIONS

None.

## 3. EXECUTIVE OFFICER COMMUNICATIONS

Mike Burton, Executive Officer, distributed a copy of a memorandum he wrote to Councilor Kvistad addressing down time. He also addressed an issue regarding arterial designations that he is tracking. If necessary, he will bring the matter back before the Council at a later date.

## 4. CONSENT AGENDA

The minutes of the April 25, 1995 Council Work Session were not available. The minutes of the April 27, 1995 Regular Council Session were approved as written.

## 5. ORDINANCES -- 2ND READING

### 5.1 Ordinance No. 95-601A, For the Purpose of Approving the Metro Code Chapter 2.08 Relating to The Office of General Counsel and Declaring an Emergency

The Clerk read the Ordinance for the second time by title only.

THE METRO COUNCIL REGULAR SESSION

May 4, 1995

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***Motion:*** Councilor Washington moved, seconded by Councilor McCaig for adoption of Ordinance 95-601A.

***Motion to Amend No. 1:*** Councilor Kvistad moved, seconded by Councilor McLain to amend Ordinance 95-601A by deleting the second sentence in Section 2.08.080(b) on page four of the ordinance, "The General Counsel shall not be removed because of the rendering of any opinion."

Councilor Kvistad spoke in support of the amendment. His view is that rendering opinions is a job requirement and should be considered in judging the job performance of the General Counsel. Councilor McLain asked Dan Cooper, General Counsel, to describe the legal issues relating to this amendment. Mr. Cooper explained his reasoning for placing the language in the ordinance.

***Vote on Motion to Amend No. 1:*** Councilor Kvistad voted aye. Councilors McCaig, Morissette, Washington, McLain, and McFarland voted nay. Councilor Monroe was absent. The vote was 5/1 opposed and the motion failed.

***Motion to Amend No. 2:*** Councilor McLain moved, seconded by Councilor McCaig to amend Ordinance No. 95-601A, by adding language to Metro Code Section 2.08.080(a) as described below to further establish the procedures for requesting opinions of General Counsel.

Councilor McLain moved to amend Ordinance 95-601A. She distributed copies of the proposed amended language to councilors. The amendment was comprised of additional language that set forth who may request formal opinions of General Counsel; that directed the request be made in writing; that set forth which parties shall be furnished with a copy of the request for the opinion, and which parties shall be furnished with copies of the formal opinion rendered by the General Counsel.

***Vote on Motion to Amend No. 2:*** Councilors Morissette, Washington, McLain, Kvistad, McCaig, and McFarland voted aye. Councilor Monroe was absent. The vote was 6/0 in favor and the motion passed unanimously.

With passage of Councilor McLain's amendment, the ordinance title became Ordinance No. 95-601B.

Presiding Officer McFarland opened a public hearing. No members of the public appeared to speak to the Ordinance. Presiding Officer McFarland closed the public hearing.

THE METRO COUNCIL REGULAR SESSION

May 4, 1995

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*Vote on Main Motion as Amended: Councilors Washington, McLain, McCaig, Morissette, and McFarland voted aye. Councilor Kvistad voted nay. Councilor Monroe was absent. The vote was 5/1 in favor and the motion passed.*

6. RESOLUTIONS

6.1 Resolution No. 95-2081, For the Purpose of Approving the Fiscal Year 1995-96 Budget and Transmitting the Approved Budget to the Tax Supervising Conservation Commission

*Motion: Councilor McCaig moved, seconded by Councilor McLain for adoption of Resolution No. 95-2081.*

Councilor McCaig reported on the Proposed FY 1995-96 Budget, pointing out considerable savings were found during budget deliberations. She recommended its approval and transmittal to the Tax Supervising Conservation Commission. Councilor McCaig, along with other councilors and Executive Officer Burton, expressed satisfaction with the budget process and the resulting budget, and thanked all those involved for their input and cooperation.

Jennifer Sims, Director of Finance Management Information, presented proposed changes in the Auditor's Office budget relating to the remodel of the Auditor's offices. She distributed a spreadsheet outlining the proposed changes, a copy of which is included as part of the meeting record.

*Motion to Amend: Councilor McLain moved, seconded by Councilor Washington to amend the Proposed FY 1995-96 Budget to incorporate the changes relating to the Auditor's Office remodel as described by Ms. Sims.*

*Vote on Motion to Amend: Councilors McLain, Kvistad, McCaig, Morissette, Washington, and McFarland voted aye. Councilor Monroe was absent. The vote was 6/0 in favor and the motion passed unanimously.*

Councilor Kvistad relayed his intention to amend the budget at a future date to move funds in the General Fund from the Unappropriated Balance to the Contingency Fund for a review of the Sports Authority. Councilor Kvistad also announced he would not vote to approve the Proposed FY 1995-96 Budget due to his concerns regarding Metro's continued and increasing dependence upon the excise tax for funding.

*Vote on Main Motion as Amended: Councilors McCaig, Morissette, Washington, McLain, and McFarland voted aye. Councilor Kvistad voted nay. Councilor Monroe was absent. The vote was 5/1 in favor and the motion passed.*

THE METRO COUNCIL REGULAR SESSION

May 4, 1995

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6.2 Resolution No. 95-2135, For the Purpose of Endorsing Continued Funding for Amtrak Services

***Motion:** Councilor Kvistad moved, seconded by Councilor McLain for adoption of Resolution No. 95-2135.*

In the absence of Councilor Monroe, Councilor Kvistad briefly addressed the resolution which supports Amtrak and urges state and federal agencies to continue funding of Amtrak. Councilor Morissette asked that Senator Cedric Hayden be informed of the action.

***Vote:** Councilors McCaig, Morissette, Washington, McLain, Kvistad, and McFarland voted aye. Councilor Monroe was absent. The vote was 6/0 in favor and the motion passed unanimously.*

6.3 Resolution No. 95-2137, For the Purpose of Authorizing the Executive Officer to Execute Change Order No. 1 to Contract 903221 with the City of Portland for Recreation Development at Smith and Bybee Lakes

***Motion:** Councilor Washington moved, seconded by Councilor Kvistad for adoption of Resolution No. 95-2137.*

Councilor Washington introduced Jim Morgan, Parks and Greenspaces Senior Regional Planner, who reported on the resolution. According to Mr. Morgan, the amount of money to be compensated the City of Portland for design and management of trails and wildlife observation structures would be increased with this resolution. Full details of the change order are included in the staff report which is included as part of the meeting record.

***Vote:** Councilors Morissette, Washington, McLain, Kvistad, McCaig, and McFarland voted aye. Councilor Monroe was absent. The vote was 6/0 in favor and the motion passed unanimously.*

7. COUNCILOR COMMUNICATIONS

Councilor Kvistad notified the Council that Bern Shanks, Metro's new Director of Solid Waste, is now on board.

Councilor Washington notified the Council that Bi-State Committee has been dissolved.

8. LEGISLATIVE ITEMS

None.

THE METRO COUNCIL REGULAR SESSION

May 4, 1995

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Presiding Officer McFarland recessed the Council until 5:30 PM.

9. PUBLIC HEARING

9.1 Resolution No. 95-2138, For the Purpose of Adopting the 1995 Interim Regional Transportation Plan (RTP)

Resolution 95-2138 and 95-2139 were heard together.

9.2 Resolution No. 95-2139, For the Purpose of Amending the FY 1995 Metro Transportation Improvement Program to Allocate \$1.026 Million to Various Planning Activities and to Set Priorities for the Region 2040 Reserve

Andy Cotugno, Director of Planning, reported on Resolution Nos. 95-2138 and 95-2139. Resolution No. 95-2138 deals with the adoption of an interim Regional Transportation Plan (RTP). Finalization of the RTP will not occur until the Regional Framework Plan (RFP) is developed. According to Mr. Cotugno, in order to receive federal funds for the transportation improvements, Metro is required to maintain certification that it is meeting all federal requirements. The old RTP lapses after May and will no longer be valid. A factual background and analysis of the resolution is included as part of the staff report which is included as part of the meeting record.

Resolution No. 95-2139 would approve immediate allocation of \$1.029 million of the Region 2040 Reserve to carry out planning activity scheduled in the FY 1996 Unified Work Program, and would approve for further deliberation, projects totaling approximately \$50.3 million to the residual Region 2040 Reserve. Mr. Cotugno outlined a schedule of action to be taken toward designation of Region 2040 Reserve funds. The projects totaling \$50.3 million will be forwarded to JPACT at their May 18 meeting. Mr. Cotugno requested input of the Council at that meeting. The final recommendation, totaling \$27 million should be discussed at a public hearing before the Council during the first week of June. A factual background and analysis of the resolution is included as part of the staff report which is included as part of the meeting record.

Presiding Officer McFarland opened a public hearing on Resolution Nos. 95-2138 and 95-2139.

1. Ann Nickel, Columbia Corridor Association, PO Box 55651, Portland, OR 97238, appeared to speak in support of the NE Columbia/Lombard overcrossing, the Columbia/Burghard intersection improvements, the Columbia Blvd. signal intertie project, the 148th reconstruction, and the Marine Drive modernization to the terminal six entrance.
2. Larry Troyer, 11820 NW Vaughan Ct., Portland, OR 97229, appeared to speak in support of the Broadway/Weidler project.

THE METRO COUNCIL REGULAR SESSION

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3. Burt Ferrish, Columbia Grain, Inc., 15660 N Lombard St., Portland, OR 97203, appeared to speak in support of the NE Columbia/Lombard overcrossing, the Columbia/Burghard intersection improvements, the Marine Drive modernization to the terminal six entrance, and the NE Columbia Blvd. improvements.
4. Robert Coleman, Total Logistics Resource, Inc., 5362 NW 112th, Portland, OR 97220, appeared to speak in support of the NE Columbia/Lombard overcrossing, the NE Columbia/Burghard intersection improvements, and the Marine Drive modernization to Terminal six entrance. Written testimony is included as part of the meeting record.
5. Greg Specht, 15400 SW Millikan Way, Beaverton, OR 97006, appeared to speak in support of full funding for Beaverton Creek, which has been downgraded from previously proposed improvements.
6. George Crandall, Architectural Foundation of Oregon, 950 Lloyd Center, Box 44, Portland, OR 97232, appeared to speak in support of the regional revolving fund of Metro's TOD implementation program. Written testimony is included as part of the meeting record.
7. Terry Griffiths, Woodstock Neighborhood Association, 4128 SE Reedway, Portland, OR 97202, appeared to speak in support of pedestrian improvements on Woodstock Blvd. between SE 39th and SE 50th.
8. Marilyn Coffel, Fred Meyer Public Affairs, 3800 SE 21st, Portland, OR 97242, appeared to speak on behalf of Cheryl Perrin, Fred Meyer senior vice president, in support of Metro's TOD implementation program.
9. Wally Hobson, Hobson, Johnson, & Associates, 610 SW Alder, Portland, OR 97205, appeared to speak in support of Metro's TOD implementation program.
10. Steve Rogers, Broadway/Weidler Corridor Coalition, PO Box 12735, Portland, OR 97212, appeared to speak in support of the Broadway/Weidler bicycle/pedestrian improvements. Written testimony is included as part of the meeting record.
11. Robert Price, Columbia Corridor Association, 233 SW Front Ave., Portland, OR 97204, appeared to speak in support of the Columbia/Lombard Overcrossing, the Columbia/Burghard intersection, the Marine Drive access to T6, and other improvements.
12. Barry Gross, Union Pacific Railroad, 1100 SW 6th, #1600, Portland, OR 97204, appeared to speak in support of PF6, the Albina overcrossing.
13. Bob Davis and Larry Eisenberg, Washington County, 155 N First Avenue, Suite 320, Hillsboro, OR 97124, appeared to speak in support of retail space in Washington County's new criminal justice facility.
14. Tim Swanson, Dan Steffey, Luis Zurita, and Ricardo Coria, Hacienda Community Development and Villa de Clara Vista Tenants Association, 5300 NE Cully, #55, Portland, OR 97218, appeared to speak in support of the NE Killingsworth/Cully Neighborhood redevelopment.
15. Jill Thorne, City of West Linn, PO Box 48, West Linn, appeared to speak in support of five projects, including improvements to Highway 43, submitted by the City of West Linn for consideration.

THE METRO COUNCIL REGULAR SESSION

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16. Gussie McRoberts and Jack Gallagher, City of Gresham, PO Box 70, Gresham, OR 97030, appeared to speak in support of the Gresham Civic Neighborhood North/South collector and light rail station, the Springwater Corridor/190th sidewalks, the Fairview Creek Headwaters project, the Regional Transportation Management Association's TDMs for Milwaukie, Hillsboro, and Gresham, the Division signalization interconnect from 60th to NE 257th (Gresham).
17. Mike Monahan, Michael B. Monahan & Associates, PO Box 842, Gresham, OR 97080, appeared to speak in support of Metro's TOD implementation program.
18. Linda Bauer, Pleasant Valley Neighborhood Association, 6232 SE 158th, Portland, OR 97236, appeared to speak in support of Foster Road and Jenny improvements. Written testimony from the Centennial School District is included as part of the meeting record.
19. Marcy McInelly, American Institute of Architects, 315 SW 4th Ave, Portland, OR 97204, appeared to speak in support of Metro's TOD implementation program; both the regional revolving fund and the site improvement fund proposals.
20. Meredith Wood-Smith, Northeast Broadway Business Association, 2161 NE Broadway, Portland, OR 97232, appeared to speak in support of Broadway/Weidler Corridor improvements. Written testimony is included as part of the meeting record.
21. Steinar Christiansen, Gresham Development Co., 1607 SW Stephenson St., Portland, OR 97219, appeared to speak in support of Metro's TOD implementation program.
22. Rex Burkholder, Bicycle Transportation Alliance, PO Box 9072, Portland, OR 97212, appeared to speak in support of the Interim Regional Transportation Plan. (Res. No. 95-2138).
23. Chris Beck, Trust for Public Land, 1211 SW 6th Avenue, Portland, OR 97204, appeared to speak in support of \$7 million for the land acquisition revolving fund in Metro's TOD implementation program.
24. Paul Lambertson, Woodstock Community Business Association, 4804 SE Woodstock, Portland, OR 97206, appeared to speak in support of Woodstock pedestrian improvements.
25. Mark Reber, 1922 NE 13th Avenue, Portland, OR 97212, appeared to speak in support of at least \$4.5 million toward Metro's TOD implementation program.
26. Bob Stacy, Ball, Janik, and Novak, 101 SW Main, Suite 1100, Portland, OR, 97204, appeared to speak in support of Metro's TOD implementation program, stating the \$7 million proposal is preferable to the \$4.5 million proposal.
27. Mike McKillip, City of Tualatin, PO Box 369, Tualatin, OR 97062, appeared to speak in support of the 99W/Tualatin Road project.
28. David Zagle, Association of Oregon Rail and Transit Advocates, 3104 NE Schuyler, Portland, OR 97212, appeared to speak in support of Metro's Transportation Improvement Fund, and would include implementation the Tri-Met Strategic Plan, including fast link projects that are not included in the current proposal. He also spoke in support of using the reserve fund to complete the transit/bike/pedestrian network, and in support of the Interim RTP (Res. No. 95-2138).



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29. Don Donavan, 1208 N River, Portland, appeared to speak in support of PF6, the Albina overcrossing.
30. Ted Schneider, Lloyd District TMA, 825 NE Multnomah, Portland, OR 97232, appeared to speak on behalf of TMA Board of Directors, and the Oregon Arena Project in support of the Broadway/Weidler pedestrian/bicycle project. Written testimony is included as part of the meeting record.
31. Roger Millar, River District Steering Committee, 17355 SW Boones Ferry Rd, Lake Oswego, OR 97035, appeared to speak in support of the Lovejoy Ramp removal project.
32. Diane Rebagliati, Cully Association of Neighbors, 5908 NE Simpson, Portland, OR 97218, appeared to speak in support of Metro's TOD improvement program.
33. Patrick Prendergast, River District Steering Committee, 333 SW 5th Ave, #200, Portland, OR 97204, appeared to speak in support of the Lovejoy Ramp removal project.
34. Scott Leeding, Sunnyside United Neighbors CPO, PO Box 306, Clackamas, OR 97015, appeared to speak in support of Metro's TOD implementation program.
35. Claris Poppert, OMSI, appeared to speak in support of the Water Avenue extension.
36. Peter Fry, Central Eastside Industrial Council, 722 SW 2nd Ave, #330, Portland, OR 97204, appeared to speak in support of the Water Avenue extension project, and also Hawthorne Bridge improvements. Written testimony is included as part of the meeting record.
37. Sue O'Halloran, Gresham Downtown Development Association, 15 NE Third, Gresham, OR 97030, appeared to speak in support of high priority projects in Gresham, the Civic Center (N/S collectors and light rail station), and the possible role of the Downtown Development Association which can provide matching funding.
38. Mark Hickok, E.E. Schenk Co., 1404 SE 53rd, Portland, OR 97215 appeared to speak in support of the PF6 Lower Albina overcrossing.
39. Marty Brantley, KPTV, appeared to speak in support of the Water Avenue extension.
40. Dan Petracizch, Melvin Mark Properties, appeared to speak in support of the Water Avenue extension.
41. Gary Madson, Lower Albina Council, 931 N River St., Portland, OR 97227, appeared to speak in support of Lower Albina overcrossing, PF6.
42. Jim Faherty, Bunge Corp., 800 N River St., Portland, OR 97227, appeared to speak in support of the Albina overcrossing.
43. Jerry Novotny, Gresham Parks and Recreation Advisory Committee, 2109 SW Hartley, Gresham, OR 97080, appeared to speak in support of the 190th St./ Springwater Trail Crossing improvements.
44. Ned Rosch, Central Northeast Neighbors, 5540 NE Sandy, Portland, OR 97213, appeared to speak in support of sidewalk improvements on Cully Blvd.
45. Dick Clark, Portland Rose Festival, 220 NW 2nd Ave., Portland, OR 97209, appeared to speak in support of reconstruction of SW Front Avenue.
46. Jay M. Mower, Hillsdale Vision Group, 6327 SW Capitol Highway, #105, Portland, OR 97201, appeared to speak in support of pedestrian improvements in the Hillsdale

THE METRO COUNCIL REGULAR SESSION

May 4, 1995

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- Town Center. He spoke in opposition to the reduction of funding for the Hillsdale project, based upon its ranking.
47. Wesley Risher, Wilson Neighborhood Association, 1027 SW Troy St., Portland, OR 97219, appeared to speak in support of full funding for Hillsdale pedestrian signals.
  48. Lyn McClelland, Maritime Administration, US DOT, 915 2nd Avenue, #3196, Seattle, WA 98174, appeared to speak in support of Columbia/Burghard section improvements, the Columbia/Lombard overcrossing, and the Marine Drive improvements to terminal six.
  49. David Tily, 8820 SE 162nd Ave, Portland, OR 97236, appeared to speak in support of 162nd, Foster and Jenny Road improvements.

There being no further business before the Council, the meeting was adjourned at 7:54 PM.

Prepared by,

Lindsey Ray,  
Council Assistant

c:\rleg\050495mn

**AGENDA ITEM 5.1**  
**Meeting Date: May 11, 1995**

**Resolution No. 95-2142**

**For the Purpose of Confirming the Nomination of Steven D. Fosler as an Alternate Member of the  
Transportation Policy Alternatives Committee (TPAC)**



BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF CONFIRMING THE ) RESOLUTION NO. 95-2142  
NOMINATION OF STEVEN D. FOSLER AS )  
AN ALTERNATE MEMBER OF THE ) Introduced by Councilor  
TRANSPORTATION POLICY ALTERNATIVES ) Rod Monroe  
COMMITTEE (TPAC) )

WHEREAS, The Transportation Policy Alternatives Committee (TPAC) advises JPACT and the Metro Council on regional transportation issues; and,

WHEREAS, TPAC includes six citizen members, each of whom has a designated alternate; and

WHEREAS, TPAC alternate Ellen Vanderslice has resigned as the alternate to TPAC citizen member Molly O'Reilly; and

WHEREAS, Steven D. Fosler has applied for the position as alternate formerly held by Ms. Vanderslice; and

WHEREAS, Mr. Fosler has served on several groups that deal with transportation issues and has the support of Ms. O'Reilly to serve as her alternate; now, therefore,

BE IT RESOLVED,

That the Metro Council confirms the nomination of Steven D. Fosler as the alternate to Molly O'Reilly as a citizen member of the Transportation Policy Alternatives Committee for the term ending March 31, 1996.

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

J. Ruth McFarland, Presiding Officer



*cc: Judy Shiochi ✓**cc Casey Short*

Molly O'Reilly  
1414 NW 53rd Drive  
Portland, OR 97210

(503) 292-4930

April 17, 1995

Ruth McFarland  
Presiding Officer  
Metro Council  
600 NE Grand  
Portland, OR

Dear Ruth and Council Members:

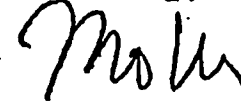
My steadfast TPAC alternate, Ellen Vanderslice, has accepted a position with the City of Portland's Pedestrian Program. As a staff person, she feels she can no longer represent "citizens" on TPAC, and wishes to resign. I have accepted her resignation with regret, as I have found it difficult to get someone as knowledgeable, articulate and dependable.

After searching for several months, I have finally located an outstanding alternate, Steve Fosler. Steve has never worked on transportation issues at the Metro level. He has been active in his neighborhood, served as a member of Portland's Central City Traffic Management Plan CAC and been involved in transit issues. Steve does not own a car.

I ask that you approve Steve Fosler as my alternate at your earliest convenience. His application is attached, and either of us can testify before you if wanted.

Please let both of us know when you will be considering my request.

Sincerely,



Molly O'Reilly  
Citizen Member, TPAC

Cc: Ed Washington, my representative  
Rod Monroe, JPACT Chair  
Andy Cotugno





### APPLICATION FORM FOR APPOINTMENT TO METRO TRANSPORTATION POLICY ALTERNATIVES COMMITTEE

The purpose of this form is to obtain general information for use in determining qualifications for appointment to the Metro Transportation Policy Alternatives Committee (TPAC). Please complete and return this form (both sides) no later than 5 p.m. April 28, 1995. Mail or FAX completed forms to:

Pamela Peck, Metro Planning Department  
Mailing address: 600 NE Grand Avenue, Portland, OR 97232-2736.  
Fax number: 797-1794.

#### PERSONAL DATA

Name: FOSLER STEVEN D.

(Please type or print last name, first name, middle initial)

Address: 2308 N.W. LOVEJOY ST #C

Phone: (227-4803) 241-9339 \_\_\_\_\_  
(Home) (Business) (Other)

Occupation ARCHITECT

Do you reside within the Metro Boundary? YES

(Completion of the affirmative action section of the form is completely voluntary.)

- Ethnic Background:
- White (not of Hispanic origin)
  - African American
  - Hispanic
  - Asian or Pacific Islander
  - Native American or Alaskan

- Gender:
- Female
  - Male

- Disability:
- Yes
  - No

- Veteran:
- Yes
  - No

EDUCATION

School	Location	Dates	Degree
NEBRASKA WESLEYAN UNIV	LINCOLN NEBR	67-71	B.Sc.
UNIV OF BRITISH COLUMBIA	VANCOUVER BC	74-79	B.Arch

EMPLOYMENT

SELF-EMPLOYED / FOSLER PORTLAND ARCHITECTURE 86-present  
 (see attached)

COMMUNITY SERVICES ACTIVITIES / HONORS

(see attached)

Interest in applying: My interests in transportation planning issues have progressed from the specific to the comprehensive in scope. TPAC clearly matches my interest & experience.

I understand that appointment to this committee will involve a significant time commitment, including regular, special and sub-committee meetings, and am willing to make such a commitment.

17 April 95

x. Steven D. Filer  
 (Signature)

**STEVE FOSLER**

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**BACKGROUND**

**Owner, Steve Fosler Portland Architecture**  
 Commercial, Mixed-Use, Residential and Retail Architecture (1986 to present)

**Registered Architect**  
 State of Oregon Board of Architect Examiners (1981)

**Architectural Internship**  
 Evenson/Lundgren/Larson/Monaghan Architects, Portland (1979-1982)

**Bachelor of Architecture Degree**  
 University of British Columbia (1979)

**Pre-Degree Architectural Internship**  
 Stradling&Stewart Architects, Bellingham Washington (1975-1978)

**Peace Corps Volunteer (Education)**  
 Ghana, West Africa (1971-1973)

**Bachelor of Science Degree (Physics)**  
 Nebraska Wesleyan University (1971)

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**CURRENT ACTIVITIES**

**Portland Central City Transportation Management Plan**  
 Chair of Citizen Advisory Committee and Member Code Oversight Review Group

**Emanuel/Legacy Impact Mitigation Plan**  
 Community Advisory Committee Member

**Northwest District Association Neighborhood Association**  
 Chair of Transportation Committee

**South-North Rail Transit Project / Central Segment**  
 Independent Community Resource Liaison

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**RECENT ACTIVITIES**

**Northwest 23rd & Burnside Transportation Redevelopment Project**  
 Chair of Citizen Advisory Committee and Intercommunity Negotiator

**Westside Light Rail Project Downtown Segment Advisory Committee**  
 Committee Member and Chair of Northwest Linkages Subcommittee

**Central City Streetcar Project**  
 Independent Neighborhood Coalition Member

**Pearl District Neighborhood Association**  
 Planning & Transportation Committee Member and Resource Liaison

**Government Operations Review Task Force**  
 Portland Mayor's Post-Election Transition Team (1993)

**Portland Future Focus Strategic Action Plan**  
 Policy Committee (1991-93); Diversity Task Force (1992); Steering Group (1993)

**Legacy-Good Samaritan Neighborhood Plan and Boundary Agreement**  
 Negotiating Team Member (1988-1991)

**Northwest District Association Neighborhood Association**  
 President (1988-1990); Board Member (1983-1991)

**West/Northwest Coalition of Neighborhoods**  
 Executive Committee Member and Association Representative (1990-92)

**Tri-Met Advisory Committee on the Budget**  
 Chair of Advisory Committee (1990); Member (1988-1990)

**Tri-Met Transit Development Plan**



**AGENDA ITEM 5.2**  
**Meeting Date: May 11, 1995**

**Resolution No. 95-2143**

**For the Purpose of Considering a Proposal for a Long Term Lease of the 250 Acre Wilsonville Tract.**





**METRO**

Date: May 1, 1995

To: Metro Council  
Executive Officer Mike Burton

From: Larry Shaw, Senior Assistant Counsel *ll*

Regarding: WILSONVILLE TRACT DRAFT PROPOSAL  
Our file: 7.5.L

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**Introduction**

City of Wilsonville seeks to respond to a Division of State Lands Request For Proposals by May 15, 1995, on uses for about 250 acres adjacent to the Dammasch UGB at Wilsonville previously proposed for the nurseryman's arboretum. A known alternative proposal has been a large water treatment plant by the water district on 40 acres of agricultural lands of the site. The City's proposal could allow Metro to purchase open space lands if the bond measure is successful on May 16, 1995.

**City Proposal - Long-Term Lease**

The basic proposal is for the City to pay \$18,000 per year to lease the property (part from farm revenues) with the option for the City to purchase and distribute the property based on a Master Plan done with Metro and Clackamas County.

**Metro Commitments**

Metro is included as a "participant" in the original proposal. Metro-City-County "have agreed to develop the West Wilsonville Master Plan . . ." that includes Dammasch and this site. Each of nine parcels included acquisition by Metro as an option and Metro's proposal for a five-year option to purchase the entire tract. The primary focus was 91 acres of wetland and forest. These are contingent upon Measure 26-26 passage. However, the Draft Proposal includes 20 acres for a school site, city purchase and lands added to the UGB, the continuing possibility of the 40-acre treatment plant.

Metro has an "urban reserve study area" that include this tract. Proposal states the tract unlikely to be in urban reserves due to its agricultural lands.

Metro Council  
Executive Officer Mike Burton  
May 1, 1995  
Page 2

Based on the City's agreement to make Metro acquisition of at least 143 acres the first priority for long-term use if Measure 26-26, Metro participation is outlined in the draft resolution.

### Metro Department Comments

Parks and Greenspaces is interested in the entire 250 acres, but at least the 143 acres needed for a southern terminus for a greenway into the Tonquin Geological Area. This is consistent with target areas if Measure 26-26 passes. However, 91 acres surrounded by other uses may not be regionally significant. Metro has not yet committed to the Master Plan study, for example.

### Conclusion

The original Draft Proposal stated Metro's agreement to acquire parcels E and F (91 acres) without repeating the bond measure contingency in 3.5 and 3.6. The Metro Council should take action by resolution or, preferably, by intergovernmental agreement on terms of financial, staff participation in the Master Plan, Metro's first priority for open space acquisition. Lacking the time for an agreement, Metro participation should be stated in a resolution to base Metro participation on first priority for acquisition of at least 143 acres if the bond measure passes.

gl  
1966



BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF A PROPOSAL ) RESOLUTION NO. 95-2143  
FOR A LONG-TERM LEASE OF THE )  
250-ACRE WILSONVILLE TRACT ) Introduced by Mike Burton,  
 ) Executive Officer

WHEREAS, The Division of State Lands has issued a Request for Proposals for long-term use and lease of the 250-acre Wilsonville Tract near Dammash Hospital; and

WHEREAS, Metro desires to join with the City of Wilsonville, Clackamas County, and West Linn-Wilsonville School District in a joint proposal for long-term use and lease of the Wilsonville Tract; and

WHEREAS, The proposal states that City of Wilsonville would hold a long-term lease of the site from the Division of State Lands; and

WHEREAS, A Master Plan to determine the appropriate long-term uses parcel-by-parcel would be conducted by 1997; and

WHEREAS, A 20-acre school site adjacent to the existing Wood Middle School and a 40-acre water treatment plant on the 250-acre site are under consideration by Division of State Lands; and

WHEREAS, Metro's ability to acquire portions of this tract for long-term use as a southern terminus for a Tonquin Geological Area greenway is contingent upon passage of Measure 26-26 on the May 16, 1995 ballot; now, therefore,

BE IT RESOLVED,

That Metro shall participate in City of Wilsonville's proposal to lease the Wilsonville

**Tract as follows:**



1. Metro shall negotiate some staff and/or financial participation with the City and the County in the proposed West Wilsonville Master Plan relating to restoration and preservation of open spaces and natural areas on the Wilsonville Tract;
2. Contingent upon passage of Measure 26-26 or another source of capital funding, Metro shall have first priority to acquire at market value at least 143 acres as shown on Exhibit "A" for a greenway connected to Tonquin Geological Area and as much as the entire Wilsonville Tract;
3. Metro shall continue its Urban Reserves Area study based on the requirements of state law separate and apart from its participation in City of Wilsonville's proposal;
4. Metro has not reviewed a specific proposal and it has taken no position on a water treatment plant for 40 acres of agricultural land on the Wilsonville Tract; and
5. Metro has not reviewed and it cannot prejudge any future Urban Growth Boundary amendments related to this proposal.

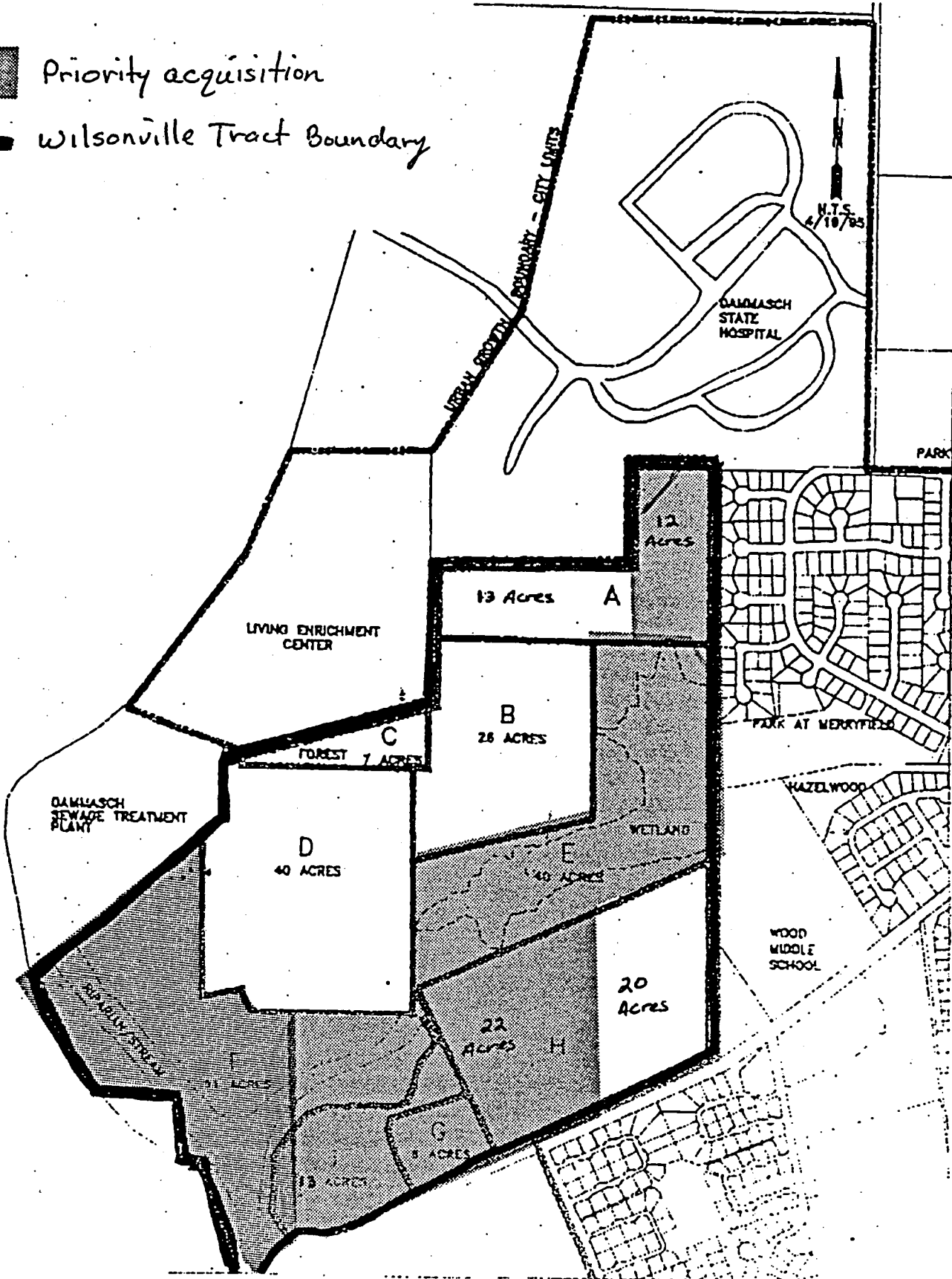
ADOPTED by the Metro Council this \_\_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
J. Ruth McFarland, Presiding Officer

gl1225

# EXHIBIT A WILSONVILLE TRACT

-  Priority acquisition
-  Wilsonville Tract Boundary





**AGENDA ITEM 5.3**  
**Meeting Date: May 11, 1995**

**Resolution No. 95-2141**

**For the Purpose of Entering Into a Multi-Year Contract With the Most Qualified Proposer By Authorizing Issuance of a Request for Proposals for Technical Assistance, Fiscal Analysis and Intergovernmental Coordination for the South/North High Capacity Transit Study.**





# METRO

2000 SW First Ave.  
Portland, OR 97201-5398  
(503) 221-1646

## Procurement Review Summary

To: Procurement and Contracts Division

Vendor

From

Date April 20, 1995

TBD

Department Planning

Subject

Division Transportation

Bid

Contract

Name Jenny Kirk

RFP

Other

Vendor no.

Title Associate Mgmt Analyst

Contract no. 904099

Extension 1812

Purpose South/North Technical Assistance, Financial Analysis and Intergovernmental Coordination

### Expense

Procurement  Personal/professional services  Services (LM)  Construction  IGA

### Revenue

Contract

Grant

Other

### Budget code(s)

140 122200 524190 45650

### Price basis

Unit

Total

Other

### Term

Completion

Annual

Multi-year\*\*

This project is listed in the  
1994 -1995 budget.

Yes

Type A

No

Type B

### Payment required

Lump sum

Progress payments

TBD

Beginning date

June 30, 1996

Ending date

### Total commitment

Original amount

\$ 275,000

Previous amendments

\$

This transaction

\$

Total

\$

A. Amount of contract to be spent fiscal year -

\$

B. Amount budgeted for contract \$341,588

\$

C. Uncommitted/discretionary funds remaining as of                     

\$ \*\*\*

Approvals

4/23/95  
Division manager

4/27/95  
Department director

Labor

Fiscal

Budget

Risk

Legal





BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING ) RESOLUTION NO. 95-2141  
THE SOLICITATION OF PROPOSALS )  
FOR THE SOUTH/NORTH TRANSIT ) Introduced by Mike Burton,  
CORRIDOR STUDY AND AUTHORIZING ) Executive Officer  
THE EXECUTIVE OFFICER TO EXECUTE )  
A MULTI-YEAR CONTRACT SUBJECT )  
TO CONDITIONS )

WHEREAS, the Regional Transportation Plan has the South/North transit corridor as the region's highest priority for development once the Light Rail Transit in the Westside Corridor and Hillsboro Extension is complete, and

WHEREAS, light rail alignment and termini studies from Clackamas County through Milwaukie, for downtown Portland and for Vancouver into Clark County, Washington are now available as part of a Draft Environmental Impact Statement (DEIS), and

WHEREAS, Consultant Services are deemed to be the most efficient means by which to manage the large amount of work and provide needed technical and financial expertise, and

WHEREAS, the South/North Corridor Study is listed in the 1994-95 Fiscal Year Budget as a Type "A" contract which pursuant to Metro Code Provision 2.04.032(d) requires authorization by Metro Council prior to this Request for Proposals (RFP) release, and

WHEREAS, Metro Code Section 2.04.033(a)(1) requires the Metro Council to approve all multi-year contracts which commit Metro to expenditures beyond the current fiscal year; now, therefore,

BE IT RESOLVED, that the Metro Council hereby approves the issuance of the RFP No. 90-4099 as attached to provide technical, financial and intergovernmental coordination assistance for the South/North Transit Corridor Study through to the completion of the Draft Environmental Impact Statement and the Design Concept and Scope Refinement Report, and authorizes the Executive Officer to execute a multi-year contract with the most advantageous proposer.

FURTHERMORE, BE IT RESOLVED, that the Metro Council specifically approves the inclusion of a statement in that RFP which would allow the Metro Council, at its discretion, to extend that Contract and thereby allow provision of similar services through preparation and completion of the Final Environmental Impact Statement and Record of Decision.

ADOPTED by the Metro Council this \_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
J. Ruth McFarland, Presiding Officer



## Staff Report

### **CONSIDERATION OF RESOLUTION NO. 95-2141 FOR THE PURPOSE OF AUTHORIZING THE SOLICITATION OF PROPOSALS FOR THE SOUTH/NORTH TRANSIT CORRIDOR STUDY AND AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE A MULTI-YEAR CONTRACT SUBJECT TO CONDITIONS**

Date: May 1, 1995

Presented by: Andrew Cotugno

#### **PROPOSED ACTION**

Approval to release a Request for Proposals (RFP) and authorization for the Executive to execute a multi-year contract with a consulting team to provide technical assistance, financial analysis and intergovernmental coordination of the South/North Transit Corridor Study. The Metro Council is specifically requested to waive further review of the final contract with the most advantageous Proposer, and to reserve the right to extend those consulting services to allow the ultimate completion of the Final Environmental Impact Statement and Record of Decision.

#### **FACTUAL BACKGROUND AND ANALYSIS**

The South/North Transit Corridor Study is moving from an initial phase of alternative and design option narrowing to a second phase of more intense environmental analysis and design development. This second phase is called Tier II Environmental Impact Statement/Preliminary Engineering (EIS/PE). The first *step* of the EIS/PE effort includes the preparation of the Draft Environmental Impact Statement (DEIS) and initiation of PE. Metro is overall project manager for this first step of the EIS/PE effort and is specifically responsible for managing the development of the DEIS. Tri-Met will manage the PE task and will assume lead agency responsibilities during EIS/PE Step Two when the Final Environmental Impact Statement (FEIS) and PE are completed. Metro will manage the FEIS development during the second step.

In March 1995, Metro Council approved Resolution No. 95-2101 that authorized the release of an RFP for environmental services to assist in preparation of significant portions of the DEIS. That resolution specifically reserved the Metro Council's right to extend those services when the most advantageous proposer was selected. The consultant selection committee has chosen and Metro staff have entered into negotiations with the finalist. Execution of the contract is expected in May 1995.

The first element of the scope of work associated with this proposed RFP and consultant contract is to provide assistance to Metro in preparing several other methodology reports, technical analyses, results reports and sections and chapters of the South/North DEIS. Technical analysis will be provided in areas of transit impact analysis and in developing and evaluating financial plans and scenarios. The consultant will also prepare an analysis and documentation of the project's land use and economic benefits that will be used to address anticipated Federal land use and economic criteria.

The memoranda, results reports and sections or chapters of the DEIS that will be prepared under this contract are within the following areas:

- Purpose and Need
- Evaluation Methodology Process and Report
- Alternatives Considered
- Transit and System-Wide Transportation Impacts
- Financial Analysis
- Evaluation
- Design Concept and Scope Refinement Report
- Federal Land Use and Economic Benefits Criteria

The second element of the scope of work associated with this proposed RFP and consultant contract is the provision of issue identification and resolution and intergovernmental coordination assistance.

Metro currently has a consultant contract for the provision of similar services for the first phase of the project aimed at design option and alignment narrowing. That consultant contract is scheduled to terminate on June 30, 1995. This proposed contract would provide similar services through Step One of the EIS/PE phase with a possible extension into Step Two, pending Council approval.

The proposed schedule for release of the RFP and selection of the consultant team is generally:

May 12	Release of the RFP following Council Approval
May 26	Proposals Due to Metro
June 2	Interviews
June 30	Execution of Contract

As noted above, under this proposal Metro may later consider an extension of this contract for the provision of similar services to assist in the completion of the FEIS. This action would require subsequent Metro Council approval.

The general time frame for the DEIS preparation is expected to be:

August 1995	Methodology Reports
Fall 1995	Results Reports
Summer 1996	DEIS Sections and Chapters
Winter 1996/97	Design Scope and Concept Refinement Report

Funding for this contract will come from a variety of sources including Federal Transit Administration grants, C-TRAN and/or State of Washington contributions, State of Oregon Lottery funds and other local sources.

**EXECUTIVE OFFICER'S RECOMMENDATION**

**The Executive Officer recommends adoption of Resolution No. 95-2141.**



# Request for Proposals

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## South/North Transit Corridor Study:

### Technical Assistance, Financial Analysis and Intergovernmental Coordination

May 1, 1995

Metro  
South/North Transit Corridor Study  
600 N.E. Grand Avenue  
Portland, Oregon 97232-1794





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#### Attachment A: Scope of Work

- Scope of Work
- Document Production
- Draft DEIS Outline

#### Attachment B: DBE Requirements

- B1: Metro Code Provisions regarding Disadvantage Business Enterprises
- B2: Disadvantaged Business Program Compliance Form
- B3: Disadvantaged Business Enterprise Utilization Form

#### Attachment C: Contract Requirements

- Personal Services Agreement
  - Exhibit A: Scope of Work (to be added during contract negotiations)
  - Exhibit B: Certification
  - Exhibit C: Federal Provisions

#### Attachment D: Related Documents

- List of related documents available for review and purchase

#### Attachment E: Qualification/Proposal forms

- E1: Statement of qualification forms
- E2: Project example forms

**E3: Resume' forms for key individuals and task leaders**  
**E4: Cost Proposal breakdown by task**

**Attachment F: Schedule**



# **Request for Proposals**

## **South/North Transit Corridor Study Technical Assistance, Financial Analysis and Intergovernmental Coordination**

### **1 Introduction**

#### **1.1 Summary**

Metro hereby requests proposals from firms interested and qualified in providing technical assistance, financial analysis and intergovernmental coordination for the South/North Transit Corridor Study. This contract and Scope of Work will extend from the initiation of work through the completion of the draft environmental impact statement (DEIS) and preparation and approval of the design concept and scope refinement report.

This Request for Proposals (RFP) outlines the documentation required in order to be responsive to this solicitation and identifies the consultant selection process. The successful consultant team will be selected based upon their qualifications and proposal to perform the Scope of Work.

Metro may, at its discretion, negotiate an extension of the contract resulting from this RFP process to include similar assistance during the preparation of the Final Environmental Impact Statement (FEIS) through to receipt of a Record of Decision (ROD). Metro will base that decision upon issues including, but not necessarily limited to, budget, schedule, agency staffing needs and consultant performance. Under the current study schedule, the option to extend the contract would be undertaken sometime in the Winter of 1996/97 and would require Metro Council approval.

Proposals responding to this solicitation shall be submitted on the basis of a full team seeking to complete the Scope of Work. Metro reserves the right to accept or reject any or all proposals in whole or in part, and specifically reserves the right to cancel or modify all or a part of this solicitation prior to contract execution by written addendum.

#### **1.2 Contacts For Questions**

Technical questions concerning the Scope of Work or the consultant selection process shall be directed to Leon Skiles, South/North Project Manager (503) 797-1752. For information concerning the Disadvantaged Business Enterprise (DBE) requirements please contact Richard Wiley, Procurement Officer (503) 797-1713.

### **1.3 Submittal Requirements**

All information shall be submitted at the dates and times indicated herein to Metro. Any firms failing to submit information in accordance with the procedures set forth herein will not be considered responsive and may therefore be subject to disqualification by Metro's Consultant Selection Committee. All proposals must be clearly marked "South/North Technical Assistance, Financial Analysis and Intergovernmental Coordination Proposal" and contain all information outlined herein.

An original and ten copies of the proposals shall be received at Metro no later than 5:00 P.M. PST, Friday May 26, 1995, at the Metro Transportation Planning Department, 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, Attention Jan Faraca Secretary Transportation Planning Section. Note that post marks do not qualify in meeting this requirement.

### **1.4 Funding**

Funding for this project is provided through a combination of Federal Transit Administration (FTA) Grant funds and local match from the State of Washington, the State of Oregon, Metro, Tri-Met, C-TRAN and other local jurisdictions in the study corridor.

### **1.5 Disadvantaged Business Enterprise (DBE) Requirements**

Federal funding requires and Metro has made a specific commitment to provide maximum opportunities for DBEs in its contracting activities. As such the successful proposer shall be required to meet the 12 percent DBE goal. If the goal cannot be met, the proposer must demonstrate that a good faith effort has been made to meet the goal. More detailed information on the DBE goals and requirements are included in Attachment B, DBE Requirements.

## **2 Background**

### **2.1 Federal Transit Administration (FTA) Requirements**

The analysis of major investments is an analytical and decision-making process used to advance a major transit capital improvement project toward implementation. Prior to October 1993, FTA utilized Alternatives Analysis (AA), a highly prescribed planning methodology required of agencies, to guide the evaluation process used by jurisdictions contemplating major public transportation capital investments and desiring federal financial participation. These studies followed the procedures required by FTA in their guidance titled, *Procedures and Technical Methods for Transit Project Planning*, amended through February 1993.

The guidance includes both the FTA AA requirements and the linkages between the AA process and the federal Environmental Impact Analysis requirements.

The AA process has recently been supplemented with the Major Investment Study (MIS) Regulations outlined in the Metropolitan Planning Rule. Because the South/North Transit Corridor Study had initiated its environmental process (i.e. issued notification in the *Federal Register* on October 12, 1993 of FTA's intent to publish a DEIS prior to the new regulations going into effect), Metro has participated in a consultation with FTA, Oregon Department of Transportation (ODOT), Washington State Department of Transportation (WSDOT) and other agencies, and has initially determined that no significant modifications to the South/North work plan are required to comply with the new regulations.

All work performed by consultants within this project's Scope of Work shall conform to the standards set forth in the Metropolitan Planning Rule, the FTA Guidance and other applicable federal regulations, such as National Environmental Policy Act and Section 106 regulations, as well as (for the portions of the study area in the State of Washington) the requirements of State Environmental Protection Agency (SEPA).

## **2.2 Previous HCT Studies**

### **2.2.1 Banfield LRT**

In 1986, construction was completed on Portland's first high capacity transit facility, an LRT line, connecting downtown Portland to Gresham. Completed with Interstate Transfer and Section 3 funds, the line begins in downtown Portland, crosses the Willamette River on the Steel Bridge, parallels I-84 across I-205 to the Gateway Transit Center, and parallels Burnside Road to Gresham.

### **2.2.2 Westside Project**

The Westside Project includes the extension of Light Rail Transit from downtown Portland to S.W. 185th Avenue and Baseline Road. The planned alignment will generally travel west parallel to Highway 26, including a 3.5 mile tunnel, between downtown Portland and Highway 217. It will then generally travel south parallel to Highway 217 between Highway 26 and Beaverton. It will then generally travel west parallel to or within the Burlington Northern Railroad alignment between downtown Beaverton and S.W. 185th Avenue and Baseline Road.

In 1983, the region selected LRT as the Locally Preferred Alternative (LPA) for the Westside Project as the result of an Alternatives Analysis and DEIS. Although the AA/DEIS evaluated alignments extending to the westside of the region via a number of routes to the south and north and to Forest Grove, the locally preferred alternative included a terminus at S.W. 185th near Baseline Road. Progress on the Westside Project was delayed due to the need to concentrate regional attention on implementation of the Banfield LRT line. When work on

the Westside project resumed in 1987 conditions in the corridor had changed enough that a Supplemental Draft Environmental Impact Statement (SDEIS) was required. The SDEIS was completed in January 1991, and in April 1991 LRT was selected as the locally preferred alternative by Tri-Met and various participating agencies. This decision included modifications to the preferred alternative including a tunnel alignment through the West Hills and a terminus at 185th and Baseline Road.

The Westside Project's Final Environmental Statement (FEIS) was completed and published in September 1991, and a Record of Decision (ROD) was subsequently published by the Urban Mass Transportation Administration (UMTA). Following receipt of the ROD and a Letter of No Prejudice (LONP), Tri-Met proceeded with final engineering and right-of-way purchase. A Full Funding Grant Agreement (FFGA) for the Westside Project was executed with the Federal Transit Administration (FTA). The project is expected to be completed and operational by September 1997.

### **2.2.3 Hillsboro Corridor**

In 1990, the Hillsboro Corridor AA/DEIS study was initiated to determine whether the Westside LRT line should be extended west past 185th into downtown Hillsboro. In April 1993 a DEIS was released and in March 1994 the FEIS was completed. An LRT extension into downtown Hillsboro via Washington Street was selected as the Locally Preferred Alternative. In October 1994 Final Design was begun and construction is expected to begin in December 1995. The extension is projected to begin operation in fall of 1998.

### **2.2.4 North/South Transit Corridor Study**

The North/South Transit Corridor Study was the combination of the I-205/Milwaukie and I-5/I-205 Portland/Vancouver Preliminary Alternatives Analyses. These studies were initiated in early 1992 and concluded in April 1993 with the selection of the priority corridors. In the South, the Priority Corridor selected was the Milwaukie Corridor, and in the North, the I-5 North Corridor was selected as the priority corridor. In addition, the region decided to add an extension from I-5 to the Vancouver Mall, parallel to SR-500 to the North Priority Corridor for further study in Alternatives Analysis. Finally, the study concluded with the decision to unify the South and North Corridors into a single Priority Corridor, called the South/North Transit Corridor.

### **2.3 South/North Corridor Transit Corridor Study**

The substance of the South/North Transit Corridor Study involves analyzing and evaluating transit alternatives in the Portland/Vancouver metropolitan area between Clackamas County, Oregon in the south, through downtown Portland and into Clark County, Washington in the north.



### 2.3.1 Project Initiation

In June 1993, the region requested authorization from FTA to advance the South/North Transit Corridor Study into Alternatives Analysis. Approval of the request was received from FTA in October 1993. Publication of Metro's intent to prepare an EIS on Alternative Transit Improvements within the South/North Corridor was issued in the *Federal Register* in October 1993.

FTA also approved the study's preliminary work plan in October 1993. The Work Plan divided the study into two Tiers:

**Tier I:** To determine which LRT Terminus and Alignment Alternatives will advance into the Tier II DEIS for further study.

**Tier II:** To prepare and publish the Draft Environmental Impact Statement (DEIS) and to select a Locally Preferred Alternative (LPA). Tier II would be followed by the completion of the FEIS.

Metro conducted the federal scoping process for the South/North DEIS in late 1993. The process included an analysis and comparison of several High Capacity Transit (HCT) modes and identification of LRT alignment alternatives. Scoping concluded in December 1993 with the selection of LRT as the preferred HCT mode and several LRT terminus and alignment alternatives to advance into Tier I for further analysis.

Tier I has concluded with the narrowing of the terminus and alignment alternatives to advance into the Tier II DEIS for further study (Figure 1). The narrowing is documented in the *South/North Tier I Final Report* (Metro: December 1994) and the *South/North Major Investment Study Final Report* (Metro: To be issued June 1995). The completion of Tier I will constitute the fulfillment of the federal MIS requirements and the corridor will advance into Tier II and preparation of the EIS and PE.

### 2.3.2 Project Structure

Metro and the Region have adopted an organizational structure for HCT Studies which provides the basis for oversight of the South/North Transit Corridor Study. Figure 2 illustrates the organizational structure for the South/North study. Metro is the local lead agency for the South/North study (C-TRAN is the local lead agency for the SEPA analysis, for the portions of the study area in Clark County Washington). Participating agencies and jurisdictions include C-TRAN, Tri-Met, Oregon and Washington Departments of Transportation, the Southwest Washington Regional Transportation Council, Clackamas, Multnomah and Clark Counties, and the Cities of Portland, Vancouver, Milwaukie, Oregon City and Gladstone.

The South/North structure and decision making process is based on the model developed for the Westside and Hillsboro Projects. A Technical Advisory Committee (TAC) is made up of technical staff from participating agencies and meets approximately every two weeks. The TAC develops and reviews the technical evaluation. The Project Management Group (PMG) meets approximately once every two weeks and provides policy oversight to the study and TAC. The Citizen's Advisory Committee (CAC) meets every month and provides for citizen input and recommendations. The Steering Group, made up of elected officials from participating agencies, meets approximately quarterly or as needed. The local jurisdictions and participating agencies review major recommendations relating to the study as needed and forward their recommendations to Metro and C-TRAN. The Metro Council and C-TRAN Board of Directors are charged with reviewing the recommendations that come through the full process and then making the final decisions regarding the study.

Task responsibilities for the project are distributed between the participating agencies and the project consultant team. *The South/North Transit Corridor Study: EIS/PE Step One Work Plan* (Metro: March 1995), specifies the task responsibilities of the participating agencies.

### 2.3.3 South/North Corridor Preliminary Engineering

It is the region's intention to initiate Preliminary Engineering (PE) for the South/North Transit Corridor Study concurrent with the development of the environmental analysis and DEIS. Metro has submitted a request to FTA for authorization to initiate PE in the South/North Corridor. Approval of that request is anticipated by June/July 1995. Tri-Met will be responsible for developing and managing the Preliminary Engineering work plan.

### 2.3.4 South/North Corridor Final Environmental Impact Statement

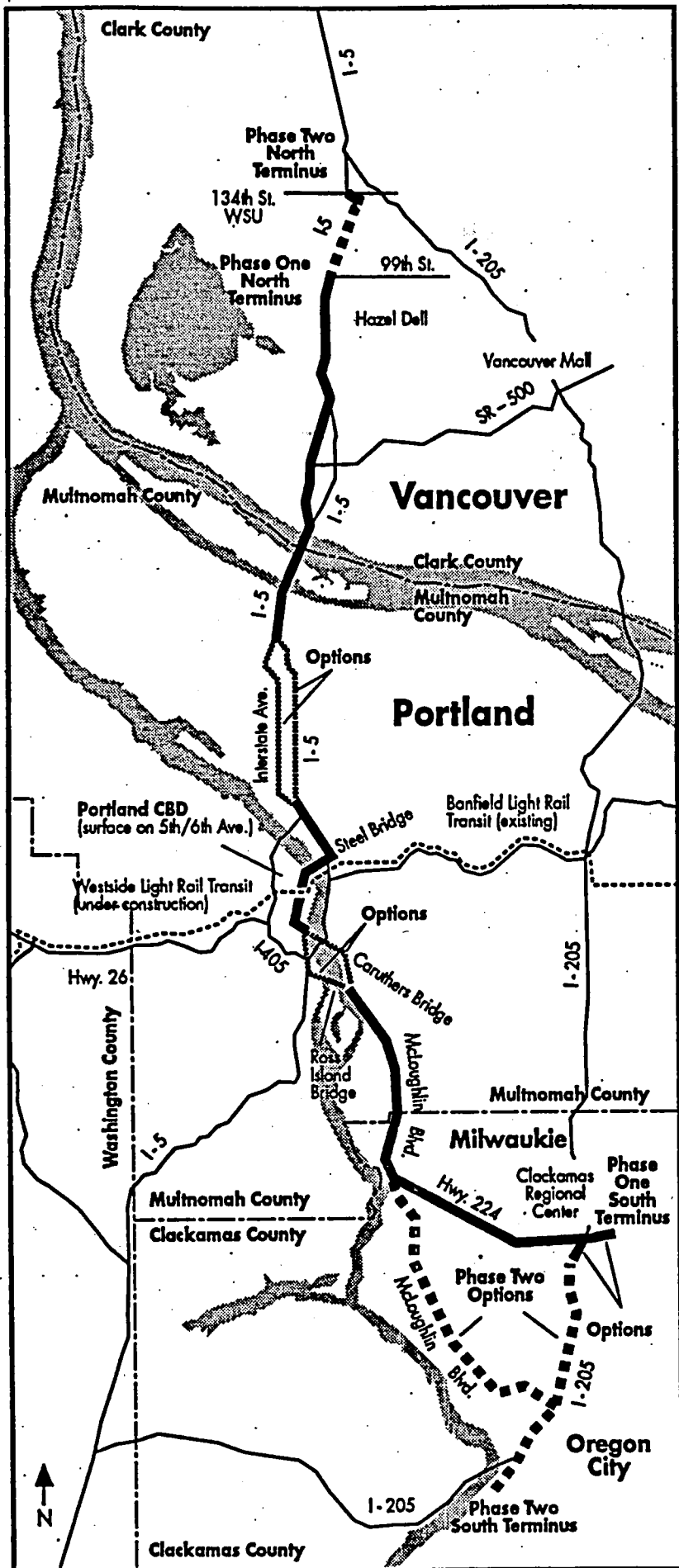
Following completion of the DEIS, Metro may, at its discretion, extend the personal services contract resulting from this procurement process to include similar services during the preparation of the FEIS and issuance of a Record of Decision (ROD). Extension of the contract would require Metro Council approval.

### 2.3.5 Alternatives Being Evaluated

A comprehensive description of the alternatives to be evaluated within the environmental analysis will be defined in the *Detailed Definition of Alternatives Report*, which is anticipated in June/July 1995. Following is a brief description of the alternatives expected to be evaluated in the DEIS:

- **No-Build**

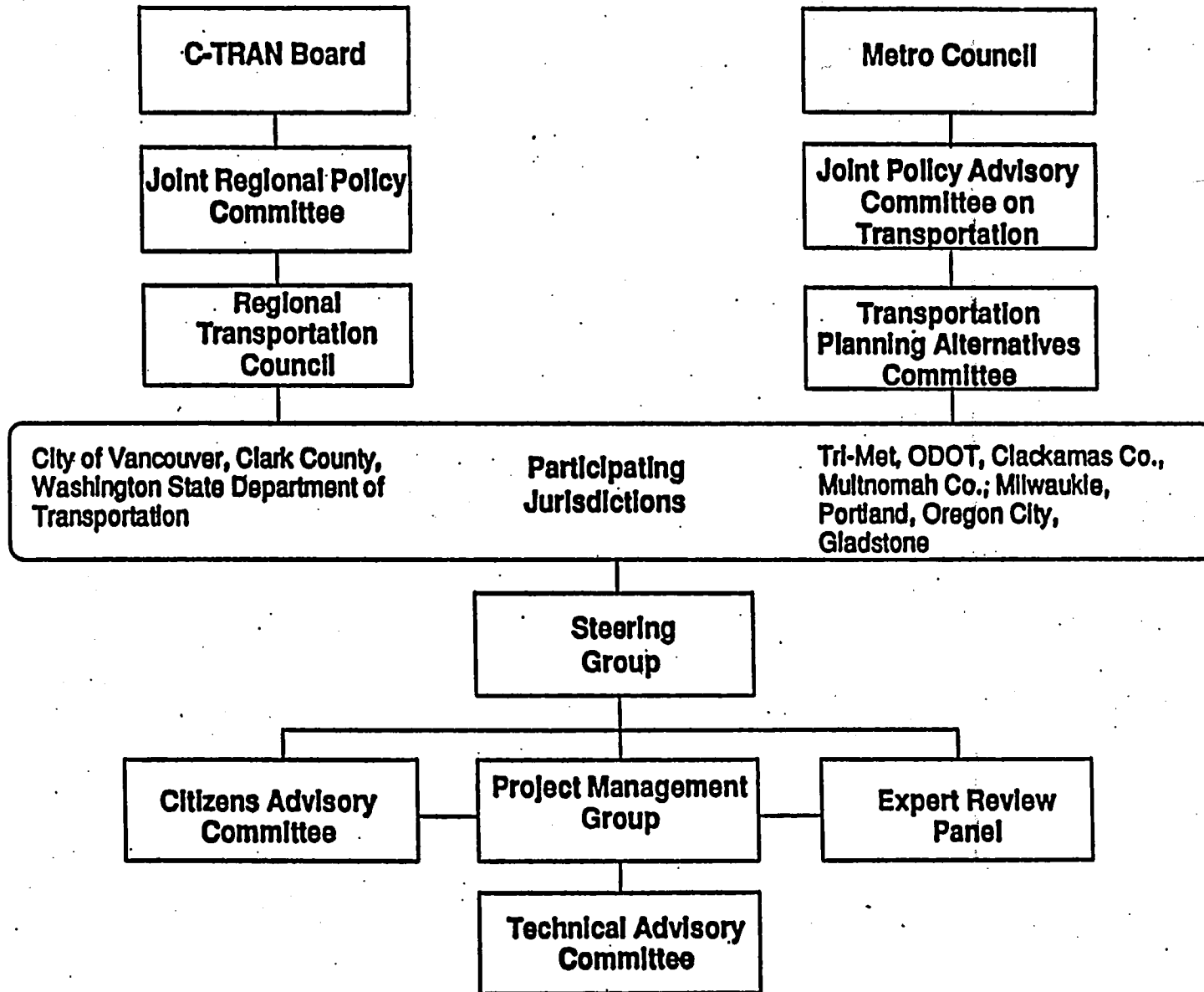
The No-Build Alternative includes all the highway, transit and LRT improvements within the South/North Corridor currently in place or within the region's adopted Transportation Improvement Plan (TIP).



**Figure 1**

South/North Transit Corridor Study - Phase One and Phase Two

**Figure 2**  
**South/North AA Organizational Structure**



67

- **LRT Build Alternative**

The LRT Build Alternative is expected to include development of Light Rail Transit from a terminus in the vicinity of the Clackamas Town Center in Clackamas County in the South, through downtown Milwaukie, crossing the Willamette River into downtown Portland, again crossing the River on the Steel Bridge into north Portland and then crossing the Columbia River into downtown Vancouver, and progressing north to a terminus location in the vicinity of 99th Street.

- **LRT Short Terminus Build Alternative**

One or more LRT Short Terminus Build Alternatives may be evaluated.

The Transportation Systems Management (TSM) Alternative is expected to be developed primarily for the purpose of developing a Cost Effective Index (CEI) evaluation. It is Metro's current expectation that the study will not be required to develop a full TSM Alternative for evaluation of environmental impacts in the DEIS. FTA has indicated an interest in this approach. FTA concurrence will be sought prior to initiation of the environmental analysis. The Scope of Work in Attachment A does not include analysis of a TSM Alternative.

### 2.3.6 Work Completed To Date

- Scoping Report
- Tier I Analysis - Technical Summary Report, Final Recommendation Report
- Final Tier I Narrowing
- Phase 1 (SEPA) Final EIS on the High Capacity Transit System (Pre-AA), C-TRAN
- Final (SEPA) SFEIS on the High Capacity Transit System, (Pre-AA), C-TRAN

### 2.3.7 Tier II

Tier II of the South/North Transit Corridor Study has six major components as described below. The consultant services being sought to support these work tasks are described in more detail in the "Scope of Work" included in Attachment A.

- Detailed Definition of Alternatives;
- Development of Methodologies;
- Impact Assessment and Results Reports; and,
- Preparation of the DEIS/FEIS

- Refinement of the design scope and concept of the LRT alternative
- Initiation of the PE

### **3 Procurement Process**

#### **3.1 General**

Metro is seeking proposals from firms interested and qualified in assisting in providing technical assistance, financial analysis and intergovernmental coordination for the South/North Transit Corridor Study. This Request for Proposals (RFP) outlines the information necessary to participate in the consultant selection process and the documentation required to be deemed responsive to this solicitation. A consultant team will be selected, based upon their qualifications and proposals, to assist in the conduct of the attached Scope of Work.

Metro may, at its discretion, decide to negotiate an extension of the contract resulting from this RFP process to include the provision of similar services during the preparation of the FEIS and ROD. Metro will base that decision upon issues such as budget, schedule, agency staffing needs, and consultant performance. The option to extend the contract will be undertaken sometime in the winter of 1996/97 and will require Metro Council approval.

After reviewing this RFP and the accompanying supplemental information, any firm that determines it has the necessary expertise, experience and could successfully perform the required services may submit a proposal addressing the items set forth herein. Metro's staff and the Consultant Selection Committee will evaluate all proposals and select a single consultant team to negotiate a contract with.

Metro reserves the right to reject any and all proposals received. The Selection Committee will be the ultimate authority in selection of a finalist subject to approval by Metro Executive Officer. The committee will select the proposer and proposal which is deemed to best meet all the requirements set forth in this RFP and appears to be in the best interest of Metro. All costs incurred in the preparation of a proposal and participating in the RFP process shall be borne by the proposing firms. Proposals submitted in response to this RFP shall become the property of Metro and considered public documents under applicable Oregon State laws.

Metro, and the consultant selection committee may, at its discretion, narrow the number of consultant teams asked to participate in the interviews. Screening for interviews will be based upon the selection criteria in Section 3.4. Prior to interviews/presentations, the remaining consultant teams may be required to submit further information relating to their qualifications and proposals.

### 3.2 Consultant Selection Schedule

The estimated schedule for the consultant selection process is defined below. This schedule may be changed as necessary by Metro.

April 26, 1995	Notice of Intent to Release RFP
May 11, 1995	Metro Council Approval to Release RFP
May 26, 1995	Proposals Due
May 30, 1995	Selection of Firms to Interview
June 2, 1995	Oral Interviews
June 5, 1995	Consultant Selected for Negotiation
June 30, 1995	Execute Negotiated Contract and Notice to Proceed

### 3.3 Consultant Selection Committee

All proposals will be evaluated by a Consultant Selection Committee, made up staff members from Metro and selected members of the South/North Project Management Group.

### 3.4 Selection Criteria and Considerations

Selection of a consultant shall be based upon the following criteria. The Consultant Selection Committee will assess each consultant team relative to these criteria and the information presented to and gathered by Metro through this consultant selection process.

#### 1. Related Experience and Technical Competence - 30 Points

Specialized experience and technical competence of the proposed team personnel to complete the type of work required to complete the study. Of specific importance is recent experience and expertise in the following areas:

- a) Preparation of purpose and need statements and evaluation processes/methodologies for DEISs;
- b) Providing financial analysis for major public works investments;
- c) Providing state, local and federal intergovernmental coordination assistance for major public works projects or lead agencies managing major public investment studies;
- d) Preparation of benefits assessments and monetization of land use and economic benefits from major public infrastructure investments;
- e) Preparation of transit and impact analyses for major transit investments;
- f) Review and comment on DEIS results reports and chapters.

Note that while relevant experience is for major public works projects, experience with FTA AA/MIS studies is beneficial.

**2. References and Successful Projects - 20 Points**

References for successful projects of similar scope and scale using substantially the same personnel for the prime and sub-consultants as proposed for this study. This assessment will include such factors as control of costs, responsiveness to staff direction, quality of work, ability to meet schedules, and other managerial and attitudinal considerations.

**3. Commitment to Complete the Project - 15 Points**

The firm and team members' demonstrated capacity and capability to provide the services specified in the Scope of Work within the schedule provided.

**4. Documentation Capabilities - 15 Points**

The firm and team members' demonstrated capacity and past experience to quickly and accurately prepare and compile large, complex and technical documentation from a variety of sources, and the capacity to coordinate and integrate review and comment from various sources into the completed document.

**5. Writing and Regulation Compliance - 10 Points**

The firm and the team members' ability to demonstrate strong technical writing, attention to detail and ability to comply with state and federal regulations in documentation and in technical reports.

**6. Communication Skills - 10 Points**

The firm's and the team members' ability to communicate technical information effectively and efficiently with staff, elected officials, neighborhood groups, the general public and other audiences.

**7. Cost - 10 Points**

Cost of the proposed services and how accurately the proposed project budget reflects the level of effort necessary to complete the Scope of Work and the proposed Work Plan.

A proposal must respond to all of the requested services and qualifications. Metro reserves the right to select the component(s) for which the consultant submits the most competitive proposal and may offer a contract for only that portion. The selection of the consultant team is the sole responsibility of the consultant selection committee, and their decision is final, subject to the approval of the Metro Executive Officer.



### **3.5 Notification**

Metro shall endeavor to notify all participants as specific stages are reached and resolved.

- Request for qualifications and proposals;
- Selection of Firms for interviews/presentations;
- Disqualification of a firm;
- Selection of a finalist to negotiate a contract; and
- Notice to Proceed.

Firms should not assume any action has been taken unless they receive specific notification from Metro. Metro will attempt to notify all firms of any changes to the schedule herein. In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all firms who request the RFP from Metro. If any firm has reason to doubt whether Metro is aware of a firm's interest, it is the responsibility of the firm to notify Metro.

### **3.6 General Proposal/Contract Conditions**

#### **3.6.1 Limitation and Award**

This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified sources, or to cancel or modify all or a part of this RFP.

#### **3.6.2 Contract Type**

Metro intends to award a personal services contract for this study with the selected firm. A copy of the standard form contract which the successful contractor will be required to execute is included as Attachment C, Contract Requirements. Any issues or concerns with respect to this standard contract form must be raised within the proposal and resolved during this RFP process. Metro will not consider issues related to the standard form contract raised after selection.

#### **3.6.3 Billing Procedures**

Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. A monthly billing, accompanied by a progress report, will be prepared by the consultant for review and approval by Metro.

The contractor will submit invoices and monthly progress reports to Metro for 100 percent of the actual costs they have incurred up to the limits specified in the contract for activities defined in the contract Scope of Work.

Metro will review the invoices for consistency with the Scope of Work and the consultant's contract and will approve or reject as appropriate. Invoices from the consultant must be detailed by date, task performed, individual performing work, hours per task, rate per hour, and cost per task. Reimbursable expenses incurred by consultants shall be itemized and shall be detailed by copies of invoices for all non-travel expenses.

#### **3.6.4 Validity Period and Authority**

All proposals shall be valid for a period of at least ninety (90) days, commencing with the proposal due date, and shall contain a statement to that effect. The proposal shall contain the name, title, address and telephone number of an individual or individuals with authority to bind the contractor.

### **4 Documentation and Presentations**

Comprehensive information shall be submitted in a clear and concise manner and in the prescribed format to address the following.

#### **4.1 Statements of Qualification**

Statements of Qualifications are submitted using the forms provided in Attachment E. Firms shall submit the following items in their Statements of Qualification:

##### **4.1.1 Letter of Interest**

The letter of interest should clearly state the capabilities of the proposers. It should clearly define the firms involved, with a clear designation of prime consultant, sub-consultants and the lead contact persons for all teams. Also, it should include a statement that the proposal will remain in effect for ninety (90) days after receipt by Metro. The letter of interest may contain any other information not shown on the Statements of Qualification forms, however this letter should not exceed two pages in length.

##### **4.1.2 Forms**

Forms must be completed for each firm involved. The certification shall be signed by the prime proposer only. The consultant shall submit the information using the format provided in Attachment E.

### 4.1.3 Questions

Complete answers to the following questions. Limit the total response for all four questions to ten pages. Restate each question before providing an answer.

1. Describe the depth of your team's experience and skills in the follow areas:
  - a) Preparation of purpose and need statements and evaluation methodologies for DEISs;
  - b) Providing financial analysis for major public works;
  - c) Providing state, local and federal intergovernmental coordination assistance for lead agencies managing major public investment studies;
  - d) Preparation of benefits assessments and monetization of land use and economic benefits from major public infrastructure investments;
  - e) Preparation of transit and impact analyses for major transit investments;
  - f) Review and comment on DEIS results reports and chapters.

Relate that experience to your understanding of the project and the Scope of Work. Include projects in the project example forms. Emphasize your team's proposed project personnel and their direct and related experience. Highlight experience with both major public works projects and FTA AA/MIS studies.

2. Drawing from your proposed Work Plan, staffing assignments and budget, describe your team's capacity to complete the work within the study's proposed schedule included within the RFP.
3. Describe your firm's and personnel's past performance on contracts with Metro, other government agencies or bodies, or private industry. Emphasize your ability to control costs, meet schedules and to comply with federal, state and local regulations.
4. Describe the depth of your firm's and team member's ability and experience in communicating, written and orally, effectively with staff, elected officials, neighborhood groups and other audiences.

### 4.2 Proposals

#### 4.2.1 Work Plan

Provide a description of the proposed methodology for carrying out the work tasks described in this RFP. This discussion of the work plan should be clearly separated into the components outlined in the Scope of Work.

Indicate the location of a local project office and other offices of the prime and sub-consultant firms. Indicate the percentage of project work by task that will be completed within the local and other offices.

Describe your management, coordination and communications strategies and techniques that will be used throughout this Scope of Work.

#### **4.2.2 Project Staffing**

Identify each principal staff person to be assigned to the study for both the prime and any sub-consultant (using the format in Attachment E). For each person describe their role and responsibility for this study and an estimate of the time commitment on this study relative to other projects that they are assigned to. Also, for each person indicate the location of the office where work will be completed, and the location of their home office. Indicate the percentage of hours devoted to this study that will be worked in the project office and the home office.

Identify and commit key staff for each task to work with Metro through the duration of this contract. Any changes in the key staff must be requested and approved in writing by Metro. Unacceptable changes in the key staff will be sufficient cause for termination of the contract.

#### **4.2.3 Budget/Cost Proposal**

The estimated budget for this contract is approximately \$250,000 with an additional \$25,000 held for contingency for use upon written authorization from Metro for tasks in addition to the attached Scope of Work. Consultants are encouraged to comment on the adequacy of the proposed budget relative to your proposed work plan.

Summarize all expected products and services to be delivered and provide a proposed budget for each task, unless noted within the Scope of Work (using the format in Attachment E).

Budget summaries should provide the following details:

- Delineation of personnel by level (e.g. Principal, Professional, Administrative), hourly rate, person-days assumed and costs;
- Delineation of materials and other direct and indirect costs; and
- Administrative support, overhead, fees and profit.

#### **4.3 Oral Interviews and Presentations**

Based upon the Statements of Qualification and Proposals the Selection Committee may narrow the number of submitting teams to participate in oral interviews and presentations. The interviews are currently scheduled to take place on or about June 2, 1995. Time limits will be placed on presentations and the proposing teams will be asked to address specific questions within their presentations at the oral interviews.

**Attachment A**

**Scope of Work**



## **Scope of Work**

### **South/North Transit Corridor Study**

#### **Technical Assistance, Financial Analysis and Intergovernmental Coordination**

##### **1. Purpose**

The purpose of the *Technical Assistance, Financial Analysis and Intergovernmental Coordination Scope of Work* is to provide Metro and the South/North Transit Corridor Study with consultant services necessary for the completion of the Environmental Impact Statement/Preliminary Engineering (EIS/PE) Step One Work Plan. This Scope of Work represents a portion of the tasks necessary to complete the EIS/PE Step One Work Plan, with other tasks being performed by Metro, C-TRAN, Tri-Met, several participating jurisdictions and other consultant teams. This Scope of Work is generally for the provision of technical, fiscal, issue identification and resolution, intergovernmental coordination, and other associated assistance described below in greater detail.

The primary objectives of the South/North EIS/PE Step One Work Plan is the preparation and publication of a Draft Environmental Impact Statement (DEIS) and the initiation of Preliminary Engineering (PE). Step Two of the Work Plan will include the preparation of the Final Environmental Impact Statement (FEIS), completion of PE and receipt of a Record of Decision (ROD) from the Federal Transit Administration (FTA). Under this proposal, Metro may later consider an extension of this contract for the provision of similar services to assist in the completion of the FEIS. This action would require subsequent Metro Council approval.

##### **2. General Task Descriptions**

Following is a general description of the various tasks that make up this Scope of Work. Attached is an outline of the DEIS that identifies the chapters/sections of the DEIS that are to be prepared within this Scope of Work. The remaining chapters/sections will be prepared by others and reviewed by this Work Plan's consultant team.

###### **2.1 Evaluation**

- Assist Metro and the Project in developing an evaluation process and schedule consistent with federal, state and local legislation and regulations.
- Prepare drafts and final *Tier II Evaluation Methodology Report*.

- Assist Metro in the implementation of the evaluation process, including preparation of draft memoranda and/or evaluation reports on issues of significance such as design options, briefing documents for oversight committees.
- Prepare drafts and final sections of the DEIS pertaining to the evaluation and assessment of trade-offs associated with the alternatives under study.

## **2.2 Purpose and Need Statement**

- Prepare revisions as necessary to the project's purpose and need statement included within the *Evaluation Methodology Report* and the DEIS.

## **2.3 Transit Impact Analysis and System-Wide Traffic Analysis**

- Assist Metro in the preparation of the DEIS drafts and final versions of the Preface and Chapter 2: Description of Alternatives.
- Work with Tri-Met and C-TRAN to prepare drafts and final versions of the Transit Impacts results report and transit section of the DEIS Chapter 4: Transportation Impacts.

## **2.4 Financial Plan**

- Work with Metro, Tri-Met and C-TRAN to prepare the Financial Analysis Methodology.
- Work with Metro, Tri-Met and C-TRAN to prepare capital and Operating and Maintenance (O&M) cost assumptions, including the operation arrangements between the two transit districts.
- Ensure consistency of transit assumptions for South/North light rail and overall transit operations.
- Work with Metro, Tri-Met and C-TRAN to prepare construction schedules and cash-flow requirements for the construction of the project.
- Work with Metro, Tri-Met and C-TRAN to prepare the overall system cash-flow requirements for the project.



- Provide Metro and project management with an on-going assessment of capital costs and their implications on project feasibility, implementation and fiscal stability, including memoranda and/or briefing documents for project management and/or various oversight committees.

## 2.5 Project Benefits

- Assist Metro in developing a methodology for assessing the project's benefits including the monetization of land use and economic benefits.
- Prepare drafts and final stand-alone report on project benefits, computing the monetized land use and public infrastructure benefits of South/North light rail.
- Compute and document the project's economic benefits.
- Prepare draft memoranda and/or briefing documents on various aspects of project benefits for project management and/or various oversight committees.
- Prepare computation and documentation of project land use and economic benefits as may be required by FTA, Congressional committees and other state and federal agencies.

## 2.6 Design Concept and Scope Refinement

- Prepare the *Design Concept and Scope Refinement Report* and related summaries, memoranda, briefing documents, staff reports and resolutions following the publication of the DEIS and the DEIS public hearings for adoption through the project decision-making process.
- Review and comment on Metro's *Land Use Final Order* and land use, regional transportation and transportation improvement plan modification and related staff reports, findings reports, resolutions and ordinances for the project.
- Review and comment on C-TRAN and the Southwest Washington Regional Transportation Council's land use, regional transportation plan and transportation improvement plan modifications and related staff reports, findings reports, resolutions and ordinances for the project.
- Develop documentation describing how study participants and other parties have agreed to resolve major issues through the adoption of the *Design Concept and Scope Refinement Report*, including draft and final versions of a *Special Areas of Understanding and Agreements* report which will stipulate how critical issues have been resolved and which issues are to be resolved through the preparation of the FEIS, mitigation plans, preliminary engineering or other later phases of project development.

## **2.7 Issue Identification and Resolution**

- Prepare evaluations of selected issues as requested, including the preparation of draft memoranda and/or evaluation reports on issues of significance to project management or for various oversight committees.
- Provide advice to Metro and project management on technical and policy issues as requested.
- Assist as requested in the preparation and implementation of meetings for various project oversight committees, generally including the Project Management Group (PMG) (2/month), Steering Group (8/year) and the Functional Management Team (FMT) (1/week). (Assume attendance at all Steering Group meetings and one half of PMG and FMT meetings over an 18 month period. All meetings run approximately 120 minutes.
- Assist as requested in the preparation and implementation of Expert Review Panel meetings including presentation of methodologies, results reports and DEIS chapters/sections identified below (3-4 meetings for 4-8 hours each)

## **2.8 Review and Comment**

Review and provide Metro with comments (margin notes and/or memoranda) on documents prepared by Metro, participating jurisdictions and other consultants such as the following (actual documents to be reviewed will be determined by Metro through written request):

- Environmental methodology reports;
- Environmental analysis results reports;
- DEIS chapters and sections;
- PE and FEIS Work Programs;
- Capital and Operating and Maintenance results reports; and,
- Various memoranda and briefing documents.

## **2.9 Intergovernmental Coordination and Liaison**

- Liaison on behalf of Metro and project management with key jurisdictions, agencies and special interest groups.

- Assist in resolving conflicts between/among agencies and/or jurisdictions and the Project.
- Provide memoranda and/or briefing documents for Metro, project management and/or oversight committees on intergovernmental coordination conflicts and issues and strategies for resolution.
- Assist project task managers in resolving conflicting comments from local jurisdictions on environmental analysis results reports and DEIS chapters prior to forwarding comments to the document authors.

### **3.0 Documentation**

This section describes the requirements for documentation to be prepared by the Technical Assistance consultant.

#### **3.1 Results Reports**

- The consultant shall submit draft outlines for any results reports to be prepared under this Scope of Work for review and approval by Metro prior to completion of the results report.
- Metro's task manager will be responsible for compiling jurisdictional comments on results reports prepared by the Technical Assistance consultant under this Scope of Work and will provide the Technical Assistance consultant with a single set of consolidated comments on the reports, unless the consultant is directed to assist Metro in the resolution of conflicting comments.

The individual results reports shall be produced by the technical assistance consultant and reviewed by Metro and participating jurisdictions as follows, and in accordance with the schedule defined in Appendix F.

- a. Preliminary Draft (TAC review draft) - These draft documents shall consist of substantially complete (95 percent) drafts of the results reports. Development of these drafts will be coordinated extensively between the Project Task Manager, other project participants and the consultant task managers for each individual subject area. Metro's assigned task managers will have authority to review and approve individual chapters of the draft prior to the compilation of the complete preliminary draft. The Project Task Manager will review the draft for general adequacy and content, and may circulate sections to other agency or jurisdiction technical staff for comments as he/she deems necessary prior to compilation and release of a complete preliminary draft. When complete, this draft will be submitted to the TAC for review and comment.

The Project Task Manager will be responsible for compiling the TAC comments. A single set of comments/revisions will be provided to the consultant by the Metro task

manager unless the consultant is directed to assist Metro in the resolution of conflicting comments. The consultant will be responsible for incorporating the TAC comments into the document. Metro's task manager must approve the revisions prior to submission to the PMG. A redline/strikeout version of the report may be required if comments are significant.

- b. **PMG Review Draft** - These draft documents shall consist of revised versions of the preliminary drafts, incorporating comments made by the TAC and would represent approximately 99 percent complete documents. Changes based on comments or concerns raised by the PMG will be incorporated into the PMG revisions. A single set of comments/revisions will be compiled by the Project Task Manager and submitted to the consultant task manager unless the consultant is directed to assist Metro in the resolution of conflicting comments. PMG approval may be required prior to submittal to FTA.
- c. **FTA Review Draft** - These draft documents shall consist of the PMG approved draft Results Report. They shall represent a compilation of technically complete (100 percent) analysis of the individual subject areas for submittal to FTA for review and comment. More than one revision may be required to incorporate FTA comments. Revisions shall include changes to address FTA comments and other changes deemed appropriate by the Project Task Manager or Metro's Project Manager. FTA may approve these documents after revisions are made.
- e. **Final Draft** - This draft shall consist of the revised version of the results reports as reviewed and may be approved by FTA. This draft shall be for public release and shall be the technical support documentation for the DEIS.

**3.2 Document Production.** Development of each results report under this Scope of Work will be the responsibility of a technical team made up of the Metro assigned task manager and the Consultant task manager. Primary responsibility for the document's development will be with the consultant. Extensive coordination with the Project Task Manager will be required. Document technical assistance will be provided as follows:

- a. **Text** - the consultant will have primary responsibility for development and production of the document text. The Project's assigned task manager has authority to review, comment and revise the draft report for technical content and project consistency. The consultant shall provide Metro with a word processing file for all Results Reports, DEIS chapters/sections and other documentation as requested by Metro.
- b. **Maps** - base maps for use in the Results Reports will be provided by Metro. Mock ups of maps to be used in the Results Reports will be provided by the consultant. Metro will do technical production of maps and provide final maps for inclusion in the Results Reports.

- c. Graphics - the consultant will be responsible for developing mock ups of graphics for the Results Reports. Metro will do technical production of graphics.
- d. Tables - the consultant will be responsible for development and production of tables in support of the Results Reports. The Project Task Manager has authority to review, comment and/or revise for format, content and project consistency. Table format will be defined by Metro.
- e. Format - Metro will provide a style guide for use in all Results Reports. All reports must be consistent with the style guide. The style guide for the DEIS will be substantially the same as the one used for the Westside and Hillsboro EIS's.

### **3.3 DEIS**

For chapters/sections of the DEIS that are included within the Scope of Work, it is the Technical Assistant Consultant's responsibility to prepare those chapters/sections similar to the Results Reports described above. It will be the DEIS consultant's responsibility to incorporate the Technical Assistance Consultant's chapters/sections in the DEIS. As such, the Technical Assistance Consultant will be required to comply with document file conventions and style guide for DEIS chapters as agreed between Metro, the DEIS Consultant and the Technical Assistance Consultant. After the first review of draft DEIS chapters/sections prepared under this contract further changes will be prescribed by this consultant and edited into the DEIS chapters/sections by the DEIS consultant.

### **3.4 Printing**

Unless otherwise requested by Metro, printing of multiple copies of all documents will be the responsibility of Metro.

### **3.5 Distribution**

Unless otherwise requested by Metro, distribution of all documents will be the responsibility of Metro.



# **Draft Environmental Impact Statement**

## **Outline and Responsibilities (in parentheses)**

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**Attachment B**

**Disadvantaged Business Enterprise (DBE) Requirements**





## ATTACHMENT B1

### 2.04.300 Disadvantaged Business Enterprise Program (DBE Program) For Federally-Funded Contracts, Findings, Purpose and Authority:

(a) It is the purpose of Metro Code Sections 2.04.300-.390 to establish and implement a program to encourage the utilization by Metro of disadvantaged businesses by creating for such businesses the maximum possible opportunity to compete for and participate in federally-funded Metro contracting activities. The DBE Program does not apply to locally-funded contracts, which are governed by 2.04.100, .200, and .400 *et seq.*

(b) Metro Code Sections 2.04.300-.390 are adopted pursuant to 49 CFR 23 and are intended to comply with all relevant federal regulations. Federal regulation 49 CFR 23 and its amendments implement section (105)(f) of the Surface Transportation Assistance Act of 1982 relating to the participation by Minority Business Enterprises in Department of Transportation programs.

(c) Metro Code Sections 2.04.300-.390 shall be known and may be cited as the "Metro Disadvantaged Business Enterprise Program for Federally-Funded Contracts," hereinafter referred to as the "DBE Program."

### 2.04.305 Policy Statement:

(a) Through the DBE Program, Metro:

- (1) Expresses its strong commitment to provide maximum opportunity to disadvantaged businesses in contracting;
- (2) Informs all employees, governmental agencies and the general public of its intent to implement this policy statement; and
- (3) Assures conformity with applicable federal regulations as they exist or may be amended.

(b) It is the policy of Metro to provide equal opportunity to all persons to access and participate in the projects, programs and services of Metro. Metro and Metro contractors will not discriminate against any person or firm on the basis of race, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status.

(c) The policies, practices and procedures established by the DBE Program shall apply to all Metro departments and project areas except as expressly provided in the DBE Program.

(d) The objectives of the DBE Program shall be:

- (1) To assure that provisions of the DBE Program are adhered to by all Metro departments, contractors, employees and USDOT subrecipients and contractors; and
- (2) To initiate and maintain efforts to increase DBE Program participation by disadvantaged businesses.

(e) Metro accepts and agrees to the statements of 49 CFR §23.43 (a)(1) and (2), and said statements shall be included in all USDOT agreements with USDOT subrecipients and in all USDOT-assisted contracts between Metro or USDOT subrecipients and any contractor.

**2.04.310 Definitions:** For purposes of the DBE Program, the following definitions shall apply:

(a) "Applicant" means one who submits an application, request or plan to be approved by a USDOT official or by Metro as a condition to eligibility for Department of Transportation (USDOT) financial assistance; and "application" means such an application, request or plan.

(b) "Construction Contract" means a contract for construction of buildings or other facilities, and includes reconstruction, remodeling and all activities which are appropriately associated with a construction project.

(c) "Contract" means a mutually binding legal relationship or any modification thereof obligating the seller to furnish supplies or services, including construction, and the buyer to pay for them. For purposes of the DBE Program a lease or a purchase order of \$500.00 or more is a contract.

(d) "Contractor" means the one who participates, through a contract or subcontract, in the DBE Program and includes lessees.

(e) "Department or USDOT" means the United States Department of Transportation, including its operating elements.

(f) "Disadvantaged Business Enterprise or DBE" means a small business concern which is so certified by an authorized agency and:

- (1) Which is at least 51 percent owned by one or more socially or economically disadvantaged individuals, or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially or economically disadvantaged individuals; and
- (2) Whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it.

(g) "Executive Department" means the State of Oregon's Executive Department.

(h) "Joint Venture" is defined as an association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge. In a joint venture between a DBE and non-DBE, the DBE must be responsible for a clearly defined portion of the work to be performed and must share in the ownership, control, management responsibilities, risks and profits of the joint venture. A joint venture of a DBE and a non-DBE must receive Metro approval prior to contract award to be counted toward any DBE contract goals.

(i) "Labor and Materials Contract" is a contract including a combination of service and provision of materials other than construction contracts. Examples may include plumbing repair, computer maintenance or electrical repair, etc.

(j) "Lessee" means a business or person that leases, or is negotiating to lease, property from a recipient or the Department on the recipient's or Department's facility for the purpose of operating a transportation-related activity or for the provision of goods or services to the facility or to the public on the facility.

(k) "Oregon Department of Transportation or ODOT" means the State of Oregon's Department of Transportation.

(l) "Personal Services Contract" means a contract for services of a personal or professional nature.

(m) "Procurement Contract" means a contract for the purchase or sale of supplies, materials, equipment, furnishings or other goods not associated with a construction or other contract.

(n) "Recipient" means any entity, public or private, to whom USDOT financial assistance is extended, directly or through another recipient for any program.

(o) "Small Business Concern" means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(p) "Socially or Economically Disadvantaged Individuals or Disadvantaged Individuals" has the meaning established by ORS 200.005(2), (9), including the rebuttable presumption established by ORS 200.015(3), and the definitions supplied by ORS 200.005(7), (10).

(q) "USDOT-Assisted Contract" means any contract or modification of a contract between Metro and a contractor which is paid for in whole or in part with USDOT financial assistance.

(r) "USDOT Financial Assistance" means financial aid provided by USDOT or the United States Railroad Association to a recipient, but does not include a direct contract. The financial aid may be provided directly in the form of actual money, or indirectly in the form of

guarantees authorized by statute as financial assistance services of Federal personnel, title or other interest in real or personal property transferred for less than fair market value, or any other arrangement through which the recipient benefits financially, including licenses for the construction or operation of a Deep Water Port.

**2.04.315 Notice to Contractors, Subcontractors and Subrecipients:** Contractors, subcontractors and subrecipients of Metro accepting contracts or grants under the DBE Program which are USDOT-assisted shall be advised that failure to carry out the requirements set forth in 49 CFR 23.43(a) shall constitute a breach of contract and, after notification by Metro, may result in termination of the agreement or contract by Metro or such remedy as Metro deems appropriate.

**2.04.320 Liaison Officer:**

(a) The Executive Officer shall, by Executive Order, designate a Disadvantaged Business Liaison Officer and, if necessary, other staff adequate to administer the DBE Program. The Liaison Officer shall report directly to the Executive Officer on matters pertaining to the DBE Program.

(b) The Liaison Officer shall be responsible for developing, managing and implementing the DBE Program, and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to bid on Metro contracts. In addition to the responsibilities of the Liaison Officer, all department heads and program managers shall have responsibility to assure implementation of the DBE Program.

**2.04.325 Directory:** A directory of DBEs as certified by ODOT or the Department of Administrative Services, as applicable, shall be maintained by the Liaison Officer to facilitate identifying such businesses with capabilities relevant to general contracting requirements and particular solicitations. The directory shall be available to contract bidders and proposers in their efforts to meet DBE Program requirements.

**2.04.330 DBE-Owned Banks:** Metro will seek to identify DBE-owned banks within the policies adopted by the Metro Council and make the greatest feasible use of their services. In addition, Metro will encourage prime contractors, subcontractors and consultants to utilize such services by sending them brochures and service information on certified DBE banks.

**2.04.335 Affirmative Action and Equal Opportunity Procedures:** Metro shall use affirmative action techniques to facilitate DBE and participation in contracting activities. These techniques include:

(a) Arranging solicitations, time for the presentation of bids, quantities specifications and delivery schedules so as to facilitate the participation of DBEs.

(b) Referring DBEs in need of management assistance to established agencies that provide direct management assistance to such businesses.

(c) Carrying out information and communications programs on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.

(d) Distribution of copies of the DBE Program to organizations and individuals concerned with DBE programs.

(e) Periodic reviews with department heads to insure that they are aware of the DBE Program goals and desired activities on their parts to facilitate reaching the goals. Additionally, departmental efforts toward and success in meeting DBE goals for department contracts shall be factors considered during annual performance evaluations of the department heads.

(f) Monitor and insure that Disadvantaged planning centers and likely DBE contractors are receiving requests for bids, proposals and quotes.

(g) Study the feasibility of certain USDOT-assisted contracts and procurements being set aside for DBE participation.

(h) Distribution of lists to potential DBE contractors of the types of goods and services which Metro regularly purchases.

(i) Advising potential DBE vendors that Metro does not certify DBEs, and directing them to ODOT until December 31, 1987, and, thereafter, to the Executive Department.

(j) Specifying purchases by generic title rather than specific brand name whenever feasible.

(k) Establishing an interdepartmental contract management committee which will meet regularly to monitor and discuss, among other issues, potential DBE participation in contracts. In an effort to become more knowledgeable regarding DBE resources, the committee shall also invite potential DBE contractors to attend selected meetings.

(l) Requiring that at least one DBE vendor or contractor be contacted for all contract awards which are not exempt from Metro's contract selection procedures and which are 1) for more than \$500 but not more than \$15,001 in the case of non-personal services contracts; and 2) for more than \$2,500 but not more than \$10,001 for personal services contracts. The Liaison Officer may waive this requirement if he/she determines that there are no DBEs on the certification list capable of providing the service or item. For contracts over the dollar amounts indicated in this section, all known DBEs in the business of providing the service(s) or item(s) required shall be mailed bid or proposal information.

(m) The Executive Officer, or his/her designee, may establish and implement additional affirmative action techniques which are designed to facilitate participation of DBEs in Metro contracting activities.

**2.04.340 Certification of Disadvantaged Business Eligibility:**

(a) To participate in the DBE Program as a DBE, contractors, subcontractors and joint ventures must have been certified by an authorized certifying agency as described in subsection (b) of this section.

(b) Metro will not perform certification or recertification of businesses or consider challenges to socially and economically disadvantaged status. Rather Metro will rely upon the certification and recertification processes of ODOT and will utilize ODOT's certification list until December 31, 1987, and, thereafter, the Executive Department's list in determining whether a prospective contractor or subcontractor is certified as a DBE. A prospective contractor or subcontractor must be certified as a DBE by one of the above agencies, as applicable, and appear on the respective certification list of said agency, prior to the pertinent bid opening or proposal submission date to be considered by Metro to be an eligible DBE and be counted toward meeting goals. Metro will adhere to the Recertification Rulings resulting from 105(f) or state law, as applicable.

(c) Prospective contractors or subcontractors which have been denied certification by one of the above agencies may appeal such denial to the certifying agency pursuant to applicable law. However, such appeal shall not cause a delay in any contract award by Metro. Decertification procedures for USDOT-assisted contractor or potential contractors will comply with the requirements of Appendix A "Section by Section Analysis" of the July 21, 1983, Federal Register, Vol. 45, No. 130, p. 45287, and will be administered by the agency which granted certification.

(d) Challenges to certification or to any presumption of social or economic disadvantage with regard to the USDOT-assisted portion of the DBE Program, as provided for in 49 CFR 23.69, shall conform to and be processed under the procedures prescribed by each agency indicated in paragraph (b) of this section. That challenge procedure provides that:

- (1) Any third party may challenge the socially and economically disadvantaged status of any individual (except an individual who has a current 8(a) certification from the Small Business Administration) presumed to be socially and economically disadvantaged if that individual is an owner of a firm certified by or seeking certification from the certifying agency as a disadvantaged business. The challenge shall be made in writing to the recipient.
- (2) With its letter, the challenging party shall include all information available to it relevant to a determination of whether the challenged party is in fact socially and economically disadvantaged.
- (3) The recipient shall determine, on the basis of the information provided by the challenging party, whether there is reason to believe that the challenged party is in fact not socially and economically disadvantaged.

- (i) if the recipient determines that there is not reason to believe that the challenged party is not socially and economically disadvantaged, the recipient shall so inform the challenging party in writing. This terminates the proceeding.
  - (ii) if the recipient determines that there is reason to believe that the challenged party is not socially and economically disadvantaged, the recipient shall begin a proceeding as provided in paragraphs (b), (4), (5) and (6) of this paragraph.
- (4) The recipient shall notify the challenged party in writing that his or her status as a socially and economically disadvantaged individual has been challenged. The notice shall identify the challenging party and summarize the grounds for the challenge. The notice shall also require the challenged party to provide to the recipient, within a reasonable time, information sufficient to permit the recipient to evaluate his or her status as a socially and economically disadvantaged individual.
- (5) The recipient shall evaluate the information available to it and make a proposed determination of the social and economic disadvantage of the challenged party. The recipient shall notify both parties of this proposed determination in writing, setting forth the reasons for its proposal. The recipient shall provide an opportunity to the parties for an informal hearing, at which they can respond to this proposed determination in writing and in person.
- (6) Following the informal hearing, the recipient shall make a final determination. The recipient shall inform the parties in writing of the final determination, setting forth the reasons for its decision.
- (7) In making the determinations called for in paragraphs (b)(3)(5) and (6) of this paragraph, the recipient shall use the standards set forth in Appendix C of this subpart.
- (8) During the pendency of a challenge under this section, the presumption that the challenged party is a socially and economically disadvantaged individual shall remain in effect. 49 CFR 23.69.

**2.04.345 Annual Disadvantaged Business Goals:**

(a) The Metro Council shall, by resolution each June, establish annual DBE goals for the ensuing fiscal year. Such annual goals shall be established separately for construction contracts, labor and materials contracts, personal services contracts, procurement contracts and USDOT-assisted contracts regardless of type.

(b) Annual goals will be established taking into consideration the following factors:

- (1) Projection of the number and types of contracts to be awarded by Metro;
- (2) Projection of the number, expertise and types of DBEs likely to be available to compete for the contracts;
- (3) Past results of Metro's efforts under the DBE Program; and
- (4) Existing goals of other local USDOT recipients and their experience in meeting these goals.

(c) Annual goals for USDOT-assisted contracts must be approved by the United States Department of Transportation. 49 CFR §23.45(g)(3).

(d) Metro will publish notice that the USDOT-assisted contract goals are available for inspection when they are submitted to USDOT or other federal agencies. They will be made available for 30 days following publication of notice. Public comment will be accepted for 45 days following publication of the notice.

**2.04.350 Contract Goals:**

(a) The annual goals established for construction contracts shall apply as individual contract goals for construction contracts over \$50,000.

(b) The Liaison Officer may set a contract goal for any contract other than construction contracts over \$25,000. The setting of such contract goal shall be made in writing prior to the solicitation of bids for such contract. Contract goals for contracts other than construction contracts over \$50,000 shall be set at the discretion of the Liaison Officer and shall not be tied, necessarily, to the annual goal for such contract type.

(c) Even though no DBE goals are established at the time that bid/proposal documents are drafted, the Liaison Officer may direct the inclusion of a clause in any RFP or bid documents for any contract described in this section which requires that the prime contractor, prior to entering into any subcontracts, make good faith efforts, as that term is defined in Section 2.04.160, to achieve DBE participation in the same goal amount as the current annual goal for that contract type.

(d) Contract goals may be complied with pursuant to Section 2.04.360 or 2.04.375. The extent to which DBE participation will be counted toward contract goals is governed by the latter section.



**2.04.355 Contract Award Criteria:**

(a) To be eligible for award of contracts containing a DBE goal, prime contractors must either meet or exceed the specific goal for DBE participation, or prove that they have made good faith efforts to meet the goal prior to the time bids are opened or proposal are due. Bidders/Proposers are required to utilize the most current list of DBEs certified by the Executive Department in all of the bidders'/proposers' good faith efforts solicitations. The address where certified lists may be obtained shall be included in all applicable bid/proposal documents.

(b) All invitations to bid or request for proposals on contracts for which goals have been established shall require all bidders/proposers to submit with their bids and proposals a statement indicating that they will comply with the contract goal or that they have made good faith efforts as defined in Section 2.04.360 to do so. To document the intent to meet the goals, all bidders and proposers shall complete and endorse a Disadvantaged Business Program Compliance form and include said form with bid or proposal documents. The form shall be provided by Metro with bid/proposal solicitations.

(c) Agreements between a bidder/proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited.

(d) Apparent low bidders/proposers shall, by the close of the next working day following bid opening (or proposal submission date when no public opening is had), submit to Metro detailed DBE Utilization forms listing names of DBEs who will be utilized and the nature and dollar amount of their participation. This form will be binding upon the bidder/proposer. Within five (5) working days of bid opening or proposal submission date, such bidders/proposers shall submit to Metro signed Letters of Agreement between the bidder/proposer and DBE subcontractors and suppliers to be utilized in performance of the contract. A sample Letter of Agreement will be provided by Metro. The DBE Utilization forms shall be provided by Metro with bid/proposal documents.

(e) An apparent low bidder/proposer who states in its bid/proposal that the DBE goals were not met but that good faith efforts were performed shall submit written evidence of such good faith efforts within two working days of bid opening or proposal submission in accordance with Section 2.04.160. Metro reserves the right to determine the sufficiency of such efforts.

(f) Except as provided in paragraph (g) of this section, apparent low bidders or apparent successful proposers who state in their bids/proposals that they will meet the goals or will show good faith efforts to meet the goals, but who fail to comply with paragraph (d) or (e) of this section, shall have their bids or proposals rejected and shall forfeit any required bid security or bid bond. In that event the next lowest bidder or, for personal services contracts, the firm which scores second highest shall, within two days of notice of such ineligibility of the low bidder, submit evidence of goal compliance or good faith effort as provided above. This process shall be repeated until a bidder or proposer is determined to meet the provisions of this section or until Metro determines that the remaining bids are not acceptable because of amount of bid or otherwise.

(g) The Liaison Officer, at his/her discretion, may waive minor irregularities in a bidder's or proposer's compliance with the requirements of this section provided, however, that the bid or proposal substantially complies with public bidding requirements as required by applicable law.

**2.04.360 Determination of Good Faith Efforts:**

(a) Bidders or Proposers on USDOT-assisted contracts to which DBE goals apply must, to be eligible for contract award, comply with the applicable contract goal or show that good faith efforts have been made to comply with the goal. Good faith efforts should include at least the following standards established in the amendment to 49 CFR §23.45(h), Appendix A, dated Monday, April 27, 1981. A showing of good faith efforts must include written evidence of at least the following:

- (1) Attendance at any pre-solicitation or prebid meetings that were scheduled by Metro to inform disadvantaged business enterprises of contracting and subcontracting or material supply opportunities available on the project.
- (2) Advertisement in trade association, general circulation, disadvantaged and trade-oriented, if any and through a disadvantaged-owned newspaper or disadvantaged-owned trade publication concerning the subcontracting or material supply opportunities at least 10 days before bids or proposals are due.
- (3) Written notification to a reasonable number but no less than five (5) DBE firms that their interest in the contract is solicited. Such efforts should include the segmenting of work to be subcontracted to the extent consistent with the size and capability of DBE firms in order to provide reasonable subcontracting opportunities. Each bidder should send solicitation letters inviting quotes or proposals from DBE firms, segmenting portions of the work and specifically describing, as accurately as possible, the portions of the work for which quotes or proposals are solicited from DBE firms and encouraging inquiries for further details. Letters that are general and do not describe specifically the portions of work for which quotes or proposals are desired are discouraged, as such letters generally do not bring responses. It is expected that such letters will be sent in a timely manner so as to allow DBE sufficient opportunity to develop quotes or proposals for the work described.
- (4) Evidence of follow-up to initial solicitations of interest, including the following:
  - (A) The names, addresses, telephone numbers of all DBE contacted;

- (B) A description of the information provided to DBE firms regarding the plans and specifications for portions of the work to be performed; and
  - (C) A statement of the reasons for non-utilization of DBE firms, if needed to meet the goal.
- (5) Negotiation in good faith with DBE firms. The bidder shall not, without justifiable reason, reject as unsatisfactory bids prepared by any DBE firms.
  - (6) Where applicable, the bidder must provide advice and assistance to interested DBE firms in obtaining bonding, lines of credit or insurance required by Metro or the bidder.
  - (7) Overall, the bidder's efforts to obtain DBE participation must be reasonably expected to produce a level of participation sufficient to meet Metro's goals.
  - (8) The bidder must use the services of minority community organizations, minority contractor groups, local, state and federal minority business assistance offices and other organizations identified by the Executive Department's Advocate for Minority and Women and Emerging Small Business that provide assistance in the recruitment and placement of DBEs.

**2.04.365 Replacement of DBE Subcontractors:** Prime contractors shall not replace a DBE subcontractor with another subcontractor, either before contract award or during contract performance, without prior Metro approval. Prime contractors who replace a DBE subcontractor shall replace such DBE subcontractor with another certified DBE subcontractor or make good faith efforts as described in the preceding section to do so.

**2.04.370 Records and Reports:**

(a) Metro shall develop and maintain a record keeping system to identify and assess DBE contract awards, prime contractors' progress in achieving goals and affirmative action efforts. Specifically, the following records will be maintained:

- (1) Awards to DBEs by number, percentage and dollar amount;
- (2) A description of the types of contracts awarded; and
- (3) The extent to which goals were exceeded or not met and reasons therefor.

(b) All DBE records will be separately maintained. Required DBE information will be provided to federal agencies and administrators on request.

(c) The Liaison Officer shall prepare reports, at least semiannually, on DBE participation to include the following:

- (1) The number of contracts awarded;
- (2) Categories of contracts awarded;
- (3) Dollar value of contracts awarded;
- (4) Percentage of the dollar value of all contracts awarded to DBE firms in the reporting period; and
- (5) The extent to which goals have been met or exceeded

**2.04.375 Counting Disadvantaged Business Participation Toward Meeting Goals:**

(a) DBE participation shall be counted toward meeting the goals on each contract as follows:

- (1) Subject to the limitations indicated in paragraphs (2) through (8) below, the total dollar value of a prime contract or subcontract to be performed by DBEs is counted toward the applicable goal for contract award purposes as well as annual goal compliance purposes.
- (2) The total dollar value of a contract to a disadvantaged business owned and controlled by both disadvantaged males and non-disadvantaged females is counted toward the goals for disadvantaged businesses and women, respectively, in proportion to the percentage of ownership and control of each group in the business.  
  
The total dollar value of a contract with a disadvantaged business owned and controlled by disadvantaged women is counted toward either the disadvantaged business goal or the goal for women, but not to both. Metro shall choose the goal to which the contract value is applied.
- (3) Metro shall count toward its goals a portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the disadvantaged business partner in the joint venture.
- (4) Metro shall count toward its goals only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing and

supervising the work involved. To determine whether a DBE is performing a commercially useful function, Metro shall evaluate the amount of work subcontracted, industry practices and other relevant factors.

- (5) Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to Metro to rebut this presumption. Metro's decision on the rebuttal of this presumption is subject to review by USDOT for USDOT-assisted contracts.
- (6) A DBE which provides both labor and materials may count toward its disadvantaged business goals expenditures for materials and supplies obtained from other than DBE suppliers and manufacturers, provided that the DBE contractor assumes the actual and contractual responsibility for the provision of the materials and supplies.
- (7) Metro shall count its entire expenditure to a DBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale).
- (8) Metro shall count toward the goals 60 percent of its expenditures to DBE suppliers that are not manufacturers, provided that the DBE supplier performs a commercially useful function in the supply process.
- (9) When USDOT funds are passed-through by Metro to other agencies, any contracts made with those funds and any DBE participation in those contracts shall only be counted toward Metro's goals. Likewise, any USDOT funds passed-through to Metro from other agencies and then used for contracting shall count only toward that agency's goals. Project managers responsible for administration of pass-through agreements shall include the following language in those agreements:
  - (A) **Policy.** It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.
  - (B) **DBE Obligation.** The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance

of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of USDOT-assisted contracts.

(b) DBE participation shall be counted toward meeting annual goals as follows:

- (1) Except as otherwise provided below, the total dollar value of any contract which is to be performed by a DBE is counted toward meeting annual goals.
- (2) The provisions of paragraphs (a)(2) through (a)(8) of this section, pertaining to contract goals, shall apply equally to annual goals.

2.04.380 Compliance and Enforcement:

(a) Metro shall reserve the right, at all times during the period of any contract, to monitor compliance with the terms of this chapter and the contract and with any representation made by a contractor prior to contract award pertaining to DBE participation in the contract.

(b) The Liaison Officer may require, at any stage of contract completion, documented proof from the contractor of actual DBE participation.

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**ATTACHMENT B2**

**DISADVANTAGED BUSINESS PROGRAM COMPLIANCE FORM**

(To be submitted with \_\_\_\_\_ Proposal)

Name of Metro Project: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

In accordance with Metro's Disadvantaged Business Program, the above-named contractor has fully met the contract's DBE Utilization Goal and will subcontract 12 percent of the contract amount to DBE(s).

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

DBE1102.FRM  
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Project \_\_\_\_\_  
Contract No. \_\_\_\_\_

**PERSONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is between the METRO, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and \_\_\_\_\_, referred to herein as "Contractor," located at \_\_\_\_\_, Federal ID# \_\_\_\_\_.

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

1. **Duration.** This personal services agreement shall be effective \_\_\_\_\_ and shall remain in effect until and including \_\_\_\_\_, unless terminated or extended as provided in this Agreement.
2. **Scope of Work.** Contractor shall provide all services and materials specified in the attached "Exhibit A – Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. **Payment.** Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed \_\_\_\_\_ AND \_\_\_/100THS DOLLARS (\$ \_\_\_\_\_).
4. **Insurance.**
  - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
    - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. 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. Project Records. The Contractor shall establish and maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. To facilitate the administration of the Project, separate accounts shall be established and maintained within the Contractor's existing accounting system or set up independently. Such accounts are referred to herein collectively as the "Project Account." The Contractor shall charge to the Project Account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of Metro, shall not be considered eligible costs. All costs, charged to the Project, including any approved services contributed by the Contractor or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

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. Audits, Inspections and Retention of Records. Metro, the Oregon and Washington Departments of Transportation, the State Auditors, and any of their representatives shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the Contractor's records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, accounting records and other materials pertaining to costs incurred in connection with the project shall be retained by the Contractor for three years from the date of completion of the project to facilitate any audits or inspections. If any litigation, claim, or audit is commenced, the records along with supporting documentation shall be retained until any litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

10. 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.

11. 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.

12. 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.

13. Equal Employment Opportunity. The Contractor agrees to abide by all state and federal laws and regulations with respect to employment. This includes, but is not limited to, equal opportunity employment, nondiscrimination assurances, project recordkeeping, audits, inspection, and retention of records and will adhere to all of the nondiscrimination provisions in Chapter 49.60 RCW, Laws of the State of Washington.

14. Federal Funds Provisions.

a. If this payment is to be charged against federal funds, the Contractor certified that it is not currently employed by the federal government. Contractor further certifies that it is not currently employed by the State of Oregon.

b. If federal funds are involved in this Agreement, Exhibit "B", Certificate of Consultant, and Exhibit "C," Federal Provisions, including Certification of Involvement In Any Debarment and Suspension, are incorporated into this Agreement by reference.

c. Contractor shall not be compensated for work performed under this Agreement by any other federal, state, or local agency.

d. This Agreement may be terminated by Metro upon 30 days notice, in writing and delivered by certified mail or in person if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. The Agreement may be modified to accommodate a reduction in funds.

15. 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.

16. 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.

17. 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.

18. 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.

19. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

20. 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: \_\_\_\_\_

SNORTH.PSA  
to

CERTIFICATION OF CONSULTANT

I hereby certify that I am the \_\_\_\_\_ (title) and duly authorized representative of the firm of \_\_\_\_\_, whose address is \_\_\_\_\_, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

CERTIFICATION OF AGENCY OFFICIAL

I hereby certify that I am the Agency Official of \_\_\_\_\_ Oregon, and that the above consulting firm or his representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

- (a) employ, retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

CONSULT.CRT  
11/14/94  
bc

**Attachment C**

**Contract Requirements**





**Federal Provisions**

**CERTIFICATION OF NONINVOLVEMENT IN ANY  
DEBARMENT AND SUSPENSION**

As a supplement to this proposal, the Contractor on this project shall complete the following certification with regard to current involvement in any debarments, suspensions, indictments, convictions, and civil judgement indicating a lack of business integrity.

---

(Name and Title of Authorized Representative of Contractor)

---

(Signature)

being duly sworn and under penalty of perjury under the laws of the State of Oregon, certifies that, except as noted below,

---

(Name of Firm)

certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by an Federal department or agency;
- Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS-PRIMARY COVERED TRANSACTIONS**

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Agency's determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material presentation of fact upon which reliance was placed when the Agency determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Agency may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Agency to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Agency's \_\_\_\_\_ to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency entering into this transaction.
7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 title, "Appendix B -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions", provided by the Agency entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines

the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U.S. General Services Administration.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Agency may terminate this transaction for cause of default.

**ADDENDUM TO FORM FHWA-1273, REQUIRED  
CONTRACT PROVISIONS**

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29

**Appendix B -- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transactions**

**Instructions for Certification**

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agreed by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligible, and Voluntary Exclusion -- Lower Tier Covered Transactions**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Employment**

- A. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranting, Agency shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. Contractor shall not engage, on a full or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been at any time

during the period of this contract, in the employ of Agency, except regularly retired employees, without written consent of the public employer of such person.

- C. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Agency shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

#### **Nondiscrimination**

During the performance of this contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

- A. **Compliance and Regulations.** Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Agency of Transportation relative to nondiscrimination in Federally assisted programs of the Agency of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in the Appendix B of the Regulations.
- B. **Solicitation for Subcontractors, including Procurement of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
- C. **Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act).** During the performance of this contract, Contractor agrees as follows:
- (1) Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- (2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

D. **Information and Reports.** Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Agency, ODOT, or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.

E. **Sanctions for Noncompliance.** In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Agency shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to Contractor under the agreement until Contractor complies; and/or
- (2) Cancellation, termination, or suspension of the agreement in whole or in part.

F. **Incorporation of Provisions.** Contractor will include the provisions of paragraph A through F of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Agency or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, Agency may, at its option, enter into such litigation to protect the interests of Agency, and, in addition, Contractor may request Agency to enter into such litigation to protect the interests of the Agency.

#### **Disadvantaged Business Enterprise (DBE) Policy**

In accordance with Title 49, Code of Federal Regulations, Part 23, or as may be amended (49 CFR 23), Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

#### **DBE POLICY STATEMENT**

**DBE Policy.** It is the policy of the Oregon Department of Transportation (Department) that Disadvantaged Business Enterprises as defined in 49 CFR 23 shall have the maximum



opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR 23 apply to this contract.

**DBE Obligations.** Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regards, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts.

The DBE Policy Statement shall be included in all subcontracts entered into under this contract.

**Records and Reports.** Contractor shall provide monthly documentation to Agency that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Agency and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Agency the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Agency.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Agencies.

**DBE Definition.** Only firms certified by the Executive Department, State of Oregon may be utilized to satisfy this obligation.

### **CONTRACTOR'S DBE CONTRACT GOAL**

**DBE GOAL 12 percent**

By signing this contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Request for Proposal/Qualification for this project as required by ORS 200.045.

#### **Lobbying**

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of

Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DEBARMNT.CRT  
11/14/94  
bc

**Attachment D**

**Related Documents**



## Documents Available for Review and Purchase

The following documents are available for consultants to review at the Metro Planning Department, 600 NE Grand Avenue, Portland, Oregon 97232-2736. Copies of the reports may be purchased from Metro for the cost of copying. Please contact Jan Faraca at (503) 797-1757 to inquire.

### South/North Documents

1. *Draft Description of Wide Range of Alternatives Report*. July 20, 1993. (89 Pages - \$9.00)
2. *Preliminary Alternatives Report for Scoping Meeting*. October 25, 1993. (62 Pages - \$6.00).
3. *Appendix II Mode and Alignment Workshop Report*. October 25, 1993. (75 Pages - \$7.50).
4. *Tier I Description of Alternatives Report*. December 17, 1993. (55 Pages - \$5.50).
5. *Tier I Evaluation Methodology Report*. December 17, 1993. (55 Pages - \$5.50).
6. *EIS/PE Step One Work Plan*. March 1995. (59 Pages - \$6.00).
7. *Briefing Document - Tier I Technical Summary Report*. August 15, 1994. (55 Pages - \$5.50).
8. *Narrowing the Options - A Summary of Tier I Public Meetings and Comments*. September 13, 1994. (412 Pages - \$41.00).
9. *Tier I Technical Summary Report - South/North Steering Group*. September 14, 1994. (275 Pages - \$27.50).
10. *Tier I Final Recommendation Report - South/North Steering Group*. October 6, 1994. (25 Pages - \$2.50).

### Hillsboro Corridor Documents

1. *Westside Corridor: Travel Forecasting Methodology Report Westside and Hillsboro Corridor Alternatives Analysis*. January 1991. (170 Pages - \$17.00).
2. *Hillsboro Corridor AA: Detailed Definition of Alternatives*. July 1991. (140 Pages - \$14.00).
3. *Hillsboro Corridor AA: Evaluation Methodology Report*. January 1992. (70 Pages - \$7.00)
4. *Hillsboro Corridor AA: Technical Appendix for Purpose and Need Report*. Summary of State and Local Land Use Policies. January 1992. (25 Pages - \$2.50).

5. *Hillsboro Corridor AA: Capital Cost Estimates Report.* June 1992. (55 Pages - \$5.50).
6. *Hillsboro Corridor AA: Ecosystems Results Report.* June 1992. (134 Pages - \$13.50).
7. *Hillsboro Corridor AA: Hazardous Materials Results Report.* June 1992. (82 Pages - \$8.00).
8. *Hillsboro Corridor AA: Hydrology and Water Quality Results Report.* June 1992. (80 Pages - \$8.00).
9. *Hillsboro Corridor AA: Local & Systemwide Traffic Impacts Results Report.* June 1992. (145 Pages - \$14.50).
10. *Hillsboro Corridor AA: Purpose and Need Report.* June 1992. (55 Pages - \$5.50).
11. *Hillsboro Corridor AA: Air Quality Impact Results Report.* July 1992. (70 Pages - \$7.00).
12. *Hillsboro Corridor AA: Noise and Vibration Impacts Results Report.* July 1992. (175 Pages - \$17.50).
13. *Hillsboro Corridor AA: Displacement and Relocation Results Report.* August 1992. (50 Pages - \$5.00).
14. *Hillsboro Corridor AA: Energy Impact Results Report.* August 1992. (65 Pages - \$6.50).
15. *Hillsboro Corridor AA: Historic, Archaeological and Cultural Resources Results Report.* September 1992. (280 Pages - \$28.00).
16. *Hillsboro Corridor AA: Land Use and Economic Impacts Results Report.* September 1992. (120 Pages - \$12.00).
17. *Hillsboro Corridor AA: Parklands Results Report Preliminary 4(f) Evaluation.* September 1992. (60 Pages - \$6.00).
18. *Hillsboro Corridor AA: Final Definition of Alternatives Report.* October 1992. (200 Pages - \$20.00).
19. *Hillsboro Corridor AA: Transit Impacts Results Report.* October 1992. (70 Pages - \$7.00).
20. *Hillsboro Corridor AA: Travel Demand Forecasting Results Report.* October 1992. (106 Pages - \$10.50).
21. *Hillsboro Corridor AA: Visual Quality and Aesthetic Impacts Results Report.* October 1992. (130 Pages - \$13.00).

22. *Hillsboro Corridor AA: Financial Analysis Results Report*. November 1992. (134 Pages - \$13.50).
23. *Hillsboro Corridor AA: Neighborhood Impacts Results Report*. November 1992. (55 Pages - \$5.50).
24. *Hillsboro Corridor AA: Operations and Maintenance Cost Results Report*. November 1992. (60 Pages - \$6.00).
25. *Hillsboro Corridor AA: Draft Environmental Impact Statement Executive Summary*. April 1993. (45 Pages - \$4.50).
26. *Hillsboro Corridor AA: Draft Environmental Impact Statement*. April 1993. (460 Pages - \$46.00).
27. *Hillsboro Corridor AA: Locally Preferred Alternative Report*. July 1993. (100 Pages - \$10.00).
28. *Hillsboro Corridor AA: Hillsboro Corridor Briefing Document*. August 4, 1993. (30 Pages - \$3.00).
29. *Hillsboro Corridor AA: Central Hillsboro Parking Survey: Hillsboro Corridor Final Environmental Impact Statement*. November 1993. (25 Pages - \$2.50).
30. *Westside Corridor: Draft Section 4(f) Documentation*. January 1994. (50 Pages - \$5.00).
31. *Westside Corridor: Hazardous Materials Mitigation Plan*. February 1994. (50 Pages - \$5.00).
32. *Westside Corridor: Local Traffic and Parking Mitigation Plan*. February 1994. (130 Pages - \$13.00).
33. *Westside Corridor: Wetlands, Floodplains, Water Quality and Storm Water Runoff Mitigation Plan*. February 1994. (170 Pages - \$17.00).
34. *Westside Corridor: Construction Impacts Mitigation Plan*. March 1994. (50 Pages - \$5.00).
35. *Westside Corridor: Displacement Mitigation Plan*. March 1994. (20 Pages - \$2.00).
36. *Westside Corridor: Noise and Vibration Mitigation Plan*. March 1994. (200 Pages - \$20.00).
37. *Westside Corridor: Final Environmental Impact Statement Executive Summary*. March 1994. (35 Pages - \$3.50).

38. *Westside Corridor: Visual Impact Mitigation Plan*. March 1994. (70 Pages - \$7.00).
39. *Westside Corridor: Section 4(f) Report*. March 1994. (40 Pages - \$4.00).
40. *Westside Corridor: Public Comments Received on the Draft Environmental Impact Statement*. March 1994. (255 Pages - \$25.50).
41. *Westside Corridor: Final Environmental Impact Statement*. March 1994. (502 Pages - \$50.00).

#### **C-TRAN/Clark County Documents**

1. *C-TRAN High Capacity Transit Environmental Analysis - Phase I Draft EIS*. February 1993 (99 Pages - \$10.00).
2. *C-TRAN High Capacity Transit Environmental Analysis - Phase I Final EIS*. March 1993 (108 Pages - \$10.80).
3. *C-TRAN High Capacity Transit Environmental Analysis Draft Supplemental EIS*. May 1993 (73 Pages - \$7.30).
4. *C-TRAN High Capacity Environmental Analysis - Final Supplemental EIS*. June 1993 (73 Pages - \$7.80).
5. *Clark County South/North Light Rail - System Plan & Financing Plan*. December 22, 1994 (43 Pages - \$4.30).

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jf



**Attachment E**  
**Qualification/Proposal Forms**



# Metro Consultant Questionnaire Statement of Qualifications

Firm name/business address:

Date prepared \_\_\_\_\_

Date firm established \_\_\_\_\_

Principal to contact \_\_\_\_\_

Business telephone (503) \_\_\_\_\_

Former firm name(s), if any, and year(s) established:

Submittal is for:

- \_\_\_\_\_ Sole proprietorship
- \_\_\_\_\_ Partnership
- \_\_\_\_\_ Corporation
- \_\_\_\_\_ Branch office
- \_\_\_\_\_ Parent company

Name/address/telephone of parent company, if any:

Ownership:

Percent minority \_\_\_\_\_

Percent women \_\_\_\_\_

Personnel:

Total number \_\_\_\_\_

Total minority \_\_\_\_\_

Total women \_\_\_\_\_

Firm's present offices:

(City, state, telephone, number of personnel)

If firm is an engineering corporation, is it registered to do business in the State of Oregon?

Yes \_\_\_\_\_

No \_\_\_\_\_

Name(s) of professional and/or public liability insurance carrier(s):

This Metro questionnaire and statement of qualifications is being submitted:

1) \_\_\_\_\_ To place our firm on file with Metro enabling notifications and consideration for consulting services.

2) \_\_\_\_\_ In response to Metro's advertisement for \_\_\_\_\_  
(Name of project)



# Project Example

Proposing team \_\_\_\_\_

Project example No. \_\_\_\_\_

Firm name \_\_\_\_\_

Project name and location:

Owner's name, address, telephone: .

Consultant fee: \_\_\_\_\_

Firm was involved as a:

Contract start date: \_\_\_\_\_

\_\_\_\_\_ Prime consultant      \_\_\_\_\_ Joint venture

Contract end date: \_\_\_\_\_

\_\_\_\_\_ Sub consultant      \_\_\_\_\_ Other

Project Description:

Firm's project personnel:

(Name, title, employer at time of project performance, project responsibility for personnel included within this proposal)

Project references:

(Name, organization, title, telephone - Please ensure information is current)

Project work was performed by:

\_\_\_\_\_ Submitting firm

\_\_\_\_\_ Firm's personnel when employed by \_\_\_\_\_  
(Name of organization)

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**Resume of Key Personnel**  
*(Please limit to one page)*

Firm \_\_\_\_\_

Team \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Years employed by firm \_\_\_\_\_

Total years professional experience \_\_\_\_\_

**Education:**

(College, degree, year)

**Professional registrations and licenses:**

(Type, state, year)

**Awards, publications, etc.:**

**Previous employment:**

(Firm, location, title, dates)









**Attachment F**

**Schedule**



## South/North Transit Corridor Study

ID	Name	Duration	Scheduled Start	Scheduled Finish	1995												1996											
					Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	
1	1 Methodology Report	43d	7/3/95	8/30/95					▶																			
2	1.1 draft	22d	7/3/95	8/1/95				▨																				
3	1.2 local review	11d	8/1/95	8/15/95					▨																			
4	1.3 final draft	11d	8/18/95	8/30/95						▨																		
5	2 Results Reports	187d	8/15/95	6/1/96					▶																			
6	2.1 draft	109d	8/15/95	1/13/96					▨																			
7	2.2 local review	57d	11/15/95	2/1/96										▨														
8	2.3 revise	78d	12/1/95	3/15/96											▨													
9	2.4 federal review	64d	1/2/96	3/31/96												▨												
10	2.5 final draft	44d	3/1/96	6/1/96													▨											
11	3 DEIS	228d	11/1/95	8/15/96										▶														
12	3.1 draft chapters	141d	11/1/95	6/15/96										▨														
13	3.2 local review	86d	2/1/96	6/30/96													▨											
14	3.3 revise	77d	2/15/96	6/1/96													▨											
15	3.4 federal review	86d	3/1/96	6/30/96														▨										
16	3.5 revise	88d	4/15/96	7/15/96														▨										
17	3.6 publish DEIS	0d	8/1/96	8/1/96																								
18	3.7 public comment	32d	8/1/96	8/15/96																								
19	4 Refine Design Concept and Scope	77d	8/16/96	12/31/96																								

Project: South/North Transit Corridor Study  
Date: 4/27/95

Critical 
 Milestone 
 Summary

Technical Assistance, Financial Analysis and Intergovernmental Coordination

125



IN THE COURT OF APPEALS OF THE STATE OF OREGON

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METRO, acting through the  
Metro Council,

Plaintiff-Appellant,

vs.

RENA CUSMA, Metro Executive; OREGON  
WASTE SYSTEMS, INC., an Oregon  
corporation; AMBROSE CALCAGNO, JR., dba  
AC TRUCKING; JACK GRAY TRANSPORT,  
INC., an Oregon corporation,

Defendants-Respondents.

Multnomah County  
Circuit Court No. 94-07-05012

CA No. A85898

JOINT MOTION FOR  
STIPULATED ORDER  
VACATING TRIAL COURT  
JUDGMENT AND DISMISSING  
APPEAL

The two parties to this appeal, through their undersigned legal counsel, agree that it is in the best interests of the citizens and government of Metro (the Metropolitan Service District) that the judgment on appeal in the above-captioned matter be vacated and that the appeal then be dismissed.

Accordingly, Appellant Metro, acting through the Metro Council, and Respondent Metro Executive, jointly move this Court for an order vacating the judgment entered in this case by the Circuit Court for Multnomah County, the Honorable Lee Johnson, on September 29, 1994, and thereupon for an order dismissing this appeal based upon the stipulation of the parties.

Jointly and respectfully submitted this \_\_\_\_\_ day of May, 1995.

HARRANG LONG GARY RUDNICK P.C.

BALL, JANIK & NOVACK

James E. Mountain, Jr., OSB #75267  
333 High Street NE, Suite 200  
Salem, OR 97301  
(503) 371-3330  
Attorneys for Plaintiff-Appellant  
Metro, acting through the Metro Counsel

Jacob Tanzer, OSB #59098  
101 SW Main Street, Suite 1100  
Portland, OR 97204  
(503) 228-2525  
Attorney for Respondent Metro Executive  
Mike Burton (Stipulated Motion to  
Substitute current Metro Executive Burton  
for former Metro Executive Rena Cusma  
pending)

HARRANG LONG  
GARY RUDNICK  
333 High St. NE  
Suite 200  
Salem, OR 97301  
(503) 371-3330

JOINT MOTION FOR STIPULATED ORDER VACATING TRIAL COURT JUDGMENT AND DISMISSING APPEAL - 1



METRO

*J. Ruth McFarland*  
*Tele: (503) 797-1547*  
*FAX (503) 797-1793*

May 11, 1995

James E. Mountain, Jr.  
Harrang Long Gary Rudnick  
333 High Street NE, Suite 200  
Salem, OR 97301

Re: Metro v. Cusma, et al.  
CA No. A85898

Dear Jim:

I have received the enclosed letter from Metro Executive Officer Mike Burton. A copy of Ordinance No. 95-601B is also enclosed for your file.

Will you please prepare and file on behalf of the Metro Council a joint motion for a stipulated order vacating the trial court judgment and dismissing the appeal.

Thank you for your services and wise counsel in this matter.

Yours very truly,

J. Ruth McFarland  
Council Presiding Officer

gl  
1970/6.24.2

Enclosures

cc: Mike Burton  
Daniel B. Cooper





METRO

COPY

Mike Burton  
Tele: (503) 797-1502  
FAX (503) 797-1792

May 8, 1995

Jacob Tanzer  
Attorney at Law  
1100 One Main Place  
101 S.W. Main Street  
Portland, OR 97204-3274

Re: Metro v. Cusma et al.  
CA No. A85898

Dear Jake:

The Council has adopted Ordinance No. 95-601B, a copy of which is attached for your files. The Ordinance is effective immediately.

Pursuant to the agreement I have reached with the Metro Council you are instructed and authorized on my behalf to file a joint motion for a stipulated order dismissing the Council's appeal and vacating the trial court judgment.

Thank you very much for your services and wise counsel in this matter.

Yours very truly,

  
Mike Burton,  
Executive Officer

gl  
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Attachment

cc: J. Ruth McFarland  
Daniel B. Cooper

PROPOSED AMENDMENT TO RESOLUTION 95-2141

In order to accommodate State of Oregon review of the RFP for South/North services, the following amendment is proposed:

BE IT RESOLVED, that the Metro Council hereby approves the issuance of ~~an~~ the RFP ~~substantially similar to the~~ No. ~~90-4099~~ as attached to provide . . .

This amendment would allow minor technical changes to the RFP to be made to conform with the State's requirements (if necessary), without having to bring the entire document back to Council.

Mr. Don Morissette  
Metro Regional Center  
640 NE Grand Avenue  
Portland, OR

May 6, 1995

Dear Mr. Morissette,

We would like this letter to be read into the minutes of the next Metro council meeting.

We are a group of citizens concerned about Measure 26-26 and its effect on our homes. You were invited to a neighborhood meeting on May 3, 1995 and sent your administrative assistant. Our county commissioner, Ed Lindquist, was present. Twenty four citizens were present. We hope to have the opportunity to meet with you in the future.

Part of the specifications for that Measure includes the following statement:

**Oregon City: Clackamas River - Create a greenway along the north bank for fishing, biking, wildlife viewing, habitat and water quality.**

We are homeowners and residents in Gladstone who live along the Clackamas River. We have left our river banks natural to create a haven for wildlife which include beaver, otter, nutria, muskrats, great blue heron, osprey, Canada geese, hooded and common merganser, kingfishers, and many other species of birds and mammals. A path along the river would not increase habitat and water quality - it would be damaging to both, and the construction would increase riverbank erosion.

The north bank of the Clackamas River is in Gladstone, not in Oregon City. The path that is intended to run 8 miles from Clackamette Park to Carver would be in our back yards! We fear problems with intruders, theft, vandalism, violation of privacy, and increased liability. Parks along the river such as High Rocks in Gladstone and Riverside park in Clackamas have had continuing problems with drugs, violence, and litter.

For these reasons, we are inalterably opposed to the taking of our property by condemnation or by right of eminent domain. We shall seek legal recourse to protect our land should it become necessary.

Attached you will find signatures of voters who oppose a waterfront path along the north bank of the Clackamas River.

Sincerely,

**Gladstone's Clackamas River Preservation Association**

cc: Ed Lindquist, Clackamas County Commissioner  
Judie Hammerstad, Clackamas County Commissioner  
Wade Byers, Mayor of Gladstone  
The Oregonian  
Clackamas County Review

## Gladstone's Clackamas River Preservation Association

The signatures below represent supporters of the letter written to Don Morisette on May 6, 1995.

Name	Address	Phone
Lennex M. Zednik	885 Edgewater Rd	657-9862
Kenneth J. Zednik	"	"
Stephen R. Welch	1005 EDGEWATER RD GLADSTONE	656-4979
Vivian M. Kelly	1005 Edgewater Rd. Gladstone	656-4979
Paul Marie Groot	1015 Edgewater Rd. Gladstone, OR	655-1291
Tonelle Sisson	995 Edgewater Rd. Gladstone	656-6865
G. F. Stone Jr. DMD, C.D.T.	975 Edgewater Rd. Gladstone	656-4000
Dorinda J Stone Sr	985 Edgewater Rd Gladstone	656-6657
Marjorie Stone	985 Edgewater Rd, Gladstone	656.6657
Shawn McHarty	925 Edgewater Rd. Gladstone	656-4562
Robert McHarty	" " " "	"
Liz Sizer	925 Edgewater Rd Gladstone	656-4563
Kia Wentz	5730 SW Vermilion Dr. Tualatin	692 5466
J M Bennett	805 Edgewater Rd	656-5246
Hilma & Elmer Haritz	805 Edgewater Rd	6567956
Elmer Haritz	"	"
MR Haritz	785 Edgewater Rd	656-6565

## Gladstone's Clackamas River Preservation Association

The signatures below represent supporters of the letter written to Don Morisette on May 6, 1995.

Name	Address	Phone
Stuntz Assoc	78 Edgewater Rd	
John Clapp	755 EDGEWATER RD	6569881
Verna A Clapp	755 Edgewater Rd	6569881
Dina Heinich	675 EDWATER RD (GLADSTONE)	6556505
Brad Heinich	675 EDWATER RD (GLADSTONE)	6556505
Wm. A. Becklund	705 Edgewater Rd. Gladstone	656-8523
Tommy Heinich	675 Edgewater Rd	654-4553
Wendy Heinich	675 Edgewater Rd	688-6505
Fred Freeman	615 Edgewater Rd.	6550457
Fred Freeman	615 Edgewater Rd. Gladstone	655-2451
Priscilla Milligan	545 Edgewater Rd. Gladstone	656-3308
Heinich Clapp	505 Edgewater Rd Gladstone	658-2882
Elizabeth T Clapp	505 Edgewater Rd Gladstone	655-2732
M. R. Hi	280 Evergreen Lane Gladstone	557-1210
Sally J Thomas	280 Evergreen Lane Gladstone	557-1210
Paul Dempsey	725 Edgewater Rd. Gladstone	656-6839
Marcel A. Becklund	705 Edgewater Rd. Gladstone, Ore.	656-8523

## Gladstone's Clackamas River Preservation Association

The signatures below represent supporters of the letter written to Don Morissette on May 6, 1995.

Name	Address	Phone
Edw Brenner DAN BRANNER	285 RIVERLAND	657 7193
Jodi Brenner	285 River Lane	657-7193
Maribelle DeLena	225 EDGEWATER	655-4989
<del>Bonnie Adams</del>	225 Edgewater	655-4989
Carolyn Hines	150 River Ln	656-6653
William O Hines	150 River Ln	656-6653
Linda C. Anderson	725 EDGEWATER RD	657-7016
Kristin Aranson	725 EDGEWATER RD	657-7016
Susan J Frost	115 W Clackamas Blvd	657-0349
Ronald C. Jordestrasse	115 W. Clackamas Blvd.	657-0349
Diane N. Anger	645 Edgewater Rd.	656-7754
Kenneth R. Hess	195 W. Clackamas Blvd Gladstone, Ore	650-0530
Virginia A. Hess	195 W. Clackamas Blvd Gladstone, Ore.	650-0530
Thomas Buchholz	806 5th St Oregon City	652-6669
Kayla A. Hill	125 Clackamas Blvd Gladstone	

Gladstone's Clackamas River Preservation Association

The signatures below represent supporters of the letter written to Don Morissette on May 6, 1995.

Name	Address	Phone
Frank McLaughlin	875 - EDGEWATER RD	655 7710
Wanda [unclear]	855 Edgewater	655-7552
Bud Miller	545 EDGEWATER RD	656-3308
Monty Wilson	260 Evertree Ln.	656-3240
Jessie E. Bennett	865 Edgewater R.	656-8246
Janna M. Zednik	885 Edgewater Rd.	656-7747
Stephen [unclear]	7015 Edgewater Rd.	650-7747
Sue Bowyer	1015 Edgewater	650-7747

**To:** Cathy Ross  
 .....  
**Fax #:** 797-1793  
 .....  
**From:** Renee  
 .....  
**Date:** May 10, 1995  
 .....  
**Pages:** 6, including this cover sheet  
 .....

**fax**

This is the document we discussed. As soon as I am able to talk to Don about his willingness to have it added to the Metro record, I will let you know. I believe he will want to do so, but I want to make sure.

From the desk of...

**Renee Cannon**  
 Communications Liaison  
 Don Morissette, Metro Councilor  
 5000 SW Meadows Rd, Suite 151  
 Lake Oswego, OR 97035

tel: 503-684-9515  
 fax: 503-620-7485



PROPOSED AMENDMENT TO RESOLUTION 95-2141

In order to accommodate State of Oregon review of the RFP for South/North services, the following amendment is proposed:

BE IT RESOLVED, that the Metro Council hereby approves the issuance of ~~an~~ the RFP ~~substantially similar to the~~ No. ~~90-4099~~ as attached to provide . . .

This amendment would allow minor technical changes to the RFP to be made to conform with the State's requirements (if necessary), without having to bring the entire document back to Council.

**METRO**

**DATE:** May 1, 1995

**TO:** Mike Burton, Executive Officer

**FROM:** Terry Petersen, Solid Waste Planning & Technical Services Manager

**SUBJECT:** Scheduled Public Meetings / Public Involvement  
Regional Solid Waste Management Plan

The Regional Solid Waste planning process includes a public involvement phase. Public meetings are being scheduled that will expand the dialogue beyond Metro's Solid Waste Advisory Committee. These meetings are described below.

**Cities / Elected Officials      Date and Time                      Type of Meeting**

Meetings have been scheduled at the request of the following local governments. Brief Metro presentations (10 minutes) will inform mayors and city councilors about the planning process and the recommendations currently being discussed by the Metro SWAC. Metro representatives will answer questions and listen to comments. Local Government comments will be relayed back to SWAC and the Metro Council.

Fairview	June 7 @ 7:30 PM	City Council
Gladstone	June 13 @ 7:30 PM	City Council
Gresham	May 16 @ 7 PM	City Council
Happy Valley	June 5 @ 7:30 PM	City Council
Lake Oswego (Tentative)	June 6 @ 5:30 PM	Council Work Session
Milwaukie	June 20 @ 5:30 PM	Council Work Session
Oregon City	June 21 @ 8 PM	City Council
Portland	May 11 @ 10 AM	Commissioner Lindberg
Wood Village	June 14 @ 7:30 PM	City Council

(continued)

<u>Other Groups</u>	<u>Date and Time</u>	<u>Participants</u>
---------------------	----------------------	---------------------

These meetings are being scheduled on request and formats will be developed to accommodate each group. The objective is to inform the audience, answer questions, listen to comments, and incorporate comments into the final RSWMP draft via the SWAC process.

Washington County Recycling Cooperative	April 7 @ 9 AM	City staff who manage solid waste and recycling programs
Washington County SWAC	April 26 @ 4 PM	Solid Waste Advisory Group

<u>General Public Meetings</u>	<u>Date and Time</u>
--------------------------------	----------------------

Five regional meetings will give the general public an opportunity to learn more about the Regional Solid Waste Management Plan, how it could effect them, and to have a say in what's finally decided. East Multnomah County and Clackamas County meetings will coincide with local solid waste advisory group meetings. Metro staff are working with local governments and Merrie Waylett to schedule, plan and promote the meetings.

East Multnomah County	June 12 @ 6 PM, Gresham City Hall, Council Chambers
West Multnomah County	June 27 @ 7 PM, Metro Center, Room 370
East Washington County	June 1 @ 7 PM, City of Tigard Water Building, Meeting Auditorium Room
West Washington County	June 26 @ 7 PM, Hillsboro, County Building, Shirley Hoffman Auditorium
Clackamas County	June 29 @ 7 PM, Clackamas County Building, Conference Room A, Oregon City.

### Review and Comment on Draft RSWMP Document

It is anticipated that SWAC will vote at its June 21 meeting to forward the draft RSWMP to the Council. Immediately following, staff will distribute the draft Plan for review and comment to interested parties which will include local government staff and officials, neighborhood organizations, special interest groups, and other groups and individuals identified as a result of ongoing outreach efforts.

TPMNM:clk

cc: Jon Kvistad, Metro Councilor  
Bern Shanks, Solid Waste Director  
Merrie Waylett, Director, Government & Public Relations  
Metro Solid Waste Managers  
Solid Waste Planning Team  
SWAC Planning Subcommittee