

Agreement No. _____

A G R E E M E N T

THIS AGREEMENT, made and entered into as of the 7th day of December, 1979, by and between the METROPOLITAN SERVICE DISTRICT, hereinafter referred to as "METRO," and the CITY OF PORTLAND, hereinafter referred to as the "CITY."

W I T N E S S E T H :

WHEREAS, METRO and the CITY are cooperatively conducting a continuing air quality study in the Portland/Vancouver metropolitan area; and

WHEREAS, METRO has applied for and received a federal grant for air quality planning as part of the regional Unified Work Program (UWP) for FY 1980;

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

I

SCOPE OF WORK

The CITY shall perform that planning work indicated in the Scope of Work (Attachment "A") as a part of the METRO UWP for FY 1980. The project shall be monitored by the METRO Director of Transportation so that METRO may coordinate the work with regional planning activities.

II

CONTRACT PERIOD

The CITY agrees to begin its performance under this Agreement on December 7, 1979, and to complete the performance of Scope

of Work Section "A" by July 1, 1980, and Scope of Work Section "B" by July 1, 1981. This Agreement shall expire on July 1, 1981, unless extended in writing by METRO and the CITY.

III

TERMS OF PAYMENT

A. METRO shall compensate the CITY for services performed and materials supplied in the fixed sum of FORTY-FIVE THOUSAND (\$45,000) DOLLARS.

B. The CITY agrees to charge no indirect costs against this funding.

C. There is no match required by the CITY.

D. The Agreement sum is payable after signing of the Agreement, to the City Treasurer, 1220 S. W. 5th Avenue, Room 202, Portland, Oregon 97204, after allowing METRO a reasonable period to obtain the funds through its federal source.

IV

ADDITIONAL SERVICES

No claim for additional services, not specifically herein provided, accomplished or furnished by the CITY, will be allowed by METRO, nor shall the CITY do any work or furnish any material not covered by the Agreement, unless such work is ordered by METRO in writing.

V

RECORDS

Records must be maintained by the CITY and be made available to METRO upon reasonable request to show actual time devoted to the project and costs incurred in pursuance of the project.

VI

AUDIT AND INSPECTION OF RECORDS

The CITY shall permit the authorized representative of METRO, the U. S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the CITY relating to its performance under the Agreement.

VII

PROGRESS REPORT

The CITY shall submit to METRO quarterly progress reports no later than one (1) month after the last working day in each reporting period and such additional records and financial reports as are necessary to enable METRO to meet the requirements of the Urban Mass Transportation Administration (UMTA).

VIII

STATUS OF CONTRACTOR

The CITY shall perform this Agreement as an independent contractor and not as an employee of METRO.

IX

PROHIBITED INTEREST

No member, officer, or employee of the CITY or METRO during his/her tenure or one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

X

INTERESTS OF MEMBERS OF CONGRESS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

XI

PATENTABLE MATERIAL

Any patentable result arising out of this Agreement, as well as all information, designs, specifications, know-how, data, and findings shall be made available for public use, unless exempted by DOT in a specific case where it is legally permissible to determine that it is in the public interest that it not be so made available.

XII

COPYRIGHTS

The CITY shall be free to copyright material developed under this Agreement. METRO reserves a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

XIII

HOLD HARMLESS CLAUSE

The CITY hereby agrees to hold UMTA and METRO harmless from, and shall process and defend at its own expense, all claims, demands, actions or suits by law or equity of whatever nature brought against those parties arising from the CITY's negligent performance of the provisions of this Agreement.

XIV

COMPLIANCE WITH STATE LAW

Such provisions as are necessary to comply fully with the laws of the State of Oregon concerning public contracts and provisions to be included herein are hereby made a part of this Agreement by reference, and the parties shall comply with all obligations and other provisions of those laws the same as though

those obligations were fully set out herein.

XV

EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of the Agreement, the CITY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CITY shall take affirmative actions to assure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

XVI

MINORITY BUSINESS ENTERPRISE

In connection with the performance of this Agreement, the CITY shall cooperate with METRO in meeting its commitments and goals with regard to the maximum utilization of minority business enterprise and will use its best efforts to ensure that minority business enterprise shall have the maximum practicable opportunity to compete for subcontract work under this Agreement, if any.

XVII

TITLE VI ASSURANCE

The CITY shall comply with all provisions of the attached Attachment "B," Title VI Assurance, which shall be hereby incorporated within this Agreement. The CITY shall incorporate the provisions of paragraphs IV through VIII and Attachment "B" in

agreements, if any, with subcontractors.

XVIII

TERMINATION

This Agreement may be terminated at any time by mutual consent of the parties hereto or by either party for breach of the Agreement by the other, or for circumstances beyond the control of either party. Either party may cancel this Agreement upon thirty (30) days written notice by mail.

XIX

EXECUTION

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

CITY OF PORTLAND

METROPOLITAN SERVICE DISTRICT

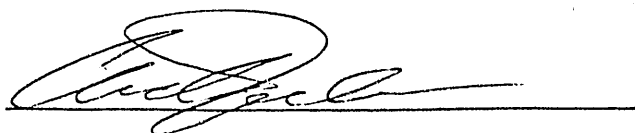
By: _____

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM



Metro General Counsel

RB/gl/6604/96

ATTACHMENT "A"

SCOPE OF WORK

A. Parking and Circulation Study

<u>TASK</u>	<u>175 FUNDS</u>
1) Develop simplified emission cell model for projecting air quality in downtown.	\$ 1,500
2) Perform four to five week air monitoring incorporating seven to ten monitoring sites for carbon monoxide, using continuous and 12 to 16 hour sequential carbon monoxide monitors and two meteorological stations. If available, utilize DEQ tethered sonde equipment for determining low level mixing heights.	7,500
3) Use data from the field monitoring study in calibrating APRAC-2 or an equivalent detailed dispersion model, in addition to the simplified emission cell model developed in step (2) above.	2,500
4) Apply the emission cell model to the testing of alternative parking and transportation strategies. Identify problem areas where any additional development, which includes associated parking spaces, would result in exceeding carbon monoxide standards. Identify areas where additional construction could be absorbed.	2,000
5) In the event the initial analysis of alternative strategies indicates they would not be sufficient to achieve carbon monoxide standards, perform a sensitivity analysis using the emission cell model to determine the relative effectiveness of incremental changes to elements of the strategies. Identify control measures that could be implemented in problem areas which would provide for attainment and allow additional development. Submit these measures to the Advisory Committees for selection of the most likely strategies.	0
6) Assist in revision of alternative strategies, and retest using the emission cell model.	1,000

- | | | |
|-----|--|-------|
| 7) | Analyze the preferred alternative strategy in detail using the APRAC-2 or equivalent model. Repeat steps (5) through (7) if APRAC-2 shows that the strategy does not result in attainment of the carbon monoxide standard. The input and output of APRAC-2 shall be made available to DEQ and Metro as soon as the strategy analysis is completed. | 2,000 |
| 8) | Describe the existing and projected 1982 and 1987 carbon monoxide air quality for the recommended Plan. | 3,000 |
| 9) | Based on the recommended Plan, perform a gross emissions analysis for particulates and hydrocarbons for 1979, 1982 and 1987. | 2,500 |
| 10) | Prepare traffic data for air quality model for existing conditions, 1982, and 1987. Include factors for average Friday in December traffic volumes. Speed data should reflect worst case conditions in December traffic. | 8,000 |

Tasks 1-10 to be performed by July 1, 1980, resulting in Draft Carbon Monoxide plan, which will provide for the attainment of the Carbon Monoxide Standard by December 31, 1982. Five percent of funds will be reserved for follow-up work which may be required for plan adoption.

B. Intergovernmental Coordination and Public Involvement Activities

- | | | |
|----|---|-------|
| 1) | Intergovernmental Coordination and Consultation of Local Elected Officials. | 7,500 |
| 2) | Attempt to obtain Commitments to Measures from Elected Officials and Provide Documentation for Final SIP. | 2,500 |
| | Commitments will be obtained by November 1, 1980. | |
| 3) | Develop Growth Management Policies that Reflect Air Quality Considerations. | 5,000 |

Review, comment on and, as needed, attempt to secure adoption of strategies and measures to meet ozone standards to be developed by Metro.

Total Pass-Through Grant to Portland	<u>\$45,000</u>
--------------------------------------	-----------------

ATTACHMENT "B"

ASSURANCE OF COMPLIANCE WITH
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
(For Technical Studies Projects)

The CITY OF PORTLAND, hereinafter referred to as the "Recipient") HEREBY AGREES THAT as a condition to receiving any federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 20000d-42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A., Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations"), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, including the Urban Mass Transportation Administration (UMTA), and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this Agreement. This Assurance is required by subsection 21.7 (a) (1) of the Regulations.

More specifically and without limiting the above general

Assurance, the Recipient hereby gives the following specific Assurance with respect to the project:

1. That the Recipient agrees that each "program" and each "facility," as defined in subsections 21.23 (e) and 21.23 (b) of the Regulations, will be (with regard to a "program") conducted or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with a project under the Urban Mass Transportation Act of 1964, as amended (the UMTA Act), and, in adapted form, in all proposals for negotiated agreements:

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix A of this Assurance in every contract subject to the Act and the Regulations.

4. That where the Recipient receives federal financial assistance to carry out a program of managerial training under section 10 (a) of the Urban Mass Transportation Act of 1964, as

amended, the Assurance shall obligate the Recipient to make selection of the trainee or fellow without regard to race, color, sex, or national origin.

5. That where the Recipient receives federal financial assistance to carry out a program under the Urban Mass Transportation Act of 1964, as amended, the Assurance shall obligate the Recipient to assign transit operators, and to furnish transit operators, for charter purposes without regard to race, color, sex, or national origin.

6. That where the Recipient receives federal financial assistance to carry out a program under the Urban Mass Transportation Act of 1964, as amended, routing, scheduling, quality of service, frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes, and location of routes may not be determined on the basis of race, color, sex, or national origin.

7. That this Assurance obligates the Recipient for the period during which federal financial assistance is extended to the project, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property of interest therein or structures of improvements thereon; in which case, the Assurance obligates the Recipient or any transferee for the longer of the following periods: (a) The period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provisions of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.

8. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other Recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.

9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under Federal Urban Mass Transportation Programs and is binding on it, other Recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants in the Federal Urban Mass Transportation Program. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Recipient.

Dated this ___ day of _____, 1980.

CITY OF PORTLAND

By: _____
Connie McCready, Mayor

RB/gl/6604/96

ORDINANCE NO. 149237

An Ordinance authorizing an agreement between the City of Portland and METRO in the amount of \$45,000 for certain air quality projects; increasing appropriations in the Bureau of Economic Development and the Bureau of Planning in the amount of \$30,000 each; and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. METRO has received an air quality planning grant from the U.S. Department of Transportation.
2. METRO will provide \$45,000 from these grant funds to the City of Portland to enable the City to carry out:
 - a. Completion of a Downtown Parking and Circulation Study; and
 - b. Coordination of State Implementation Plan revision work.
3. Of the total amount of \$45,000, the FY 1979-80 budget appropriated \$15,000 to the Office of Planning and Development. This was transferred to the Bureau of Economic Development by Ordinance 147977. The FY 1979-80 budget should now be amended to reflect the receipt of the additional \$30,000.
4. The City is not required to provide any matching funds and no indirect costs will be allowed.

NOW, THEREFORE, the Council directs:

- a. The Mayor and the Auditor of the City of Portland are hereby authorized to enter into an agreement with METRO in the form of Exhibit "A," attached to the original only hereof and by this reference made a part hereof.
- b. The FY 1979-80 budget is hereby amended as follows:

General Fund

Unforeseen Reimbursable Expenditures	(\$60,000)
--------------------------------------	------------

Bureau of Economic Development BUC 63000027	
--	--

580 Intra-Fund Services	\$30,000
-------------------------	----------

Bureau of Planning BUC 51049004/Project 3614	
---	--

210 Professional Services	\$30,000
---------------------------	----------

ORDINANCE No.

Section 2. The Council declares that an emergency exists because this appropriation is required for expenditures during FY 1979-80; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

ORDINANCE NO. 100300

1116

provisions in emergency conditions of the...
has been found to be in the public interest...
of the City of Portland...
to be in the public interest...
to be in the public interest...
to be in the public interest...

1001 4 5 077

1001 4 5 077

Passed by the Council, MAR 5 1980

Mayor Connie McCreedy
J. Wight:djr
26 February 1980

Connie McCreedy
Mayor of the City of Portland

Attest:

George Yelton
Auditor of the City of Portland

Calendar No. 752

ORDINANCE No. 149237

Title

An Ordinance authorizing an agreement between the City of Portland and METRO in the amount of \$45,000 for certain air quality projects; increasing appropriations in the Bureau of Economic Development and the Bureau of Planning in the amount of \$30,000 each; and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Ivancie	1	
Jordan	1	
Lindberg		1
Schwab	1	
McCready	1	

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

INTRODUCED BY
Mayor Connie McCready

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration <i>CMC</i>
Safety
Utilities
Works

BUREAU APPROVAL	
Bureau:	
Bureau of Economic Development	
Prepared By: John M. Wight	Date: 26 Feb. 1980
Budget Impact Review:	
<input type="checkbox"/> Completed <input type="checkbox"/> Not required	
Bureau Head:	
John M. Wight <i>John M. Wight</i> <i>Sandra J. Roberts</i>	

NOTED BY
City Attorney
City Auditor
City Engineer <i>GC</i>

Filed FEB 29 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

George Yerovich
Deputy