

AGREEMENT FOR SERVICES

This Agreement for Services (Agreement) is between the Lloyd District Transportation Management Association (TMA), 825 NE Multnomah Street, Suite 290, Portland, Oregon 97232 and the Lloyd District Business Improvement District (BID), 825 NE Multnomah Street, Suite 1275, Portland, Oregon 97232.

RECITALS:

- The Lloyd District Transportation Management Association (TMA) is a private, non-profit business association representing businesses in the Lloyd District in Portland, Oregon. The mission of the TMA is to promote the economic vitality of the Lloyd District through the provision of programs, advocacy, education and other services to businesses in the area of transportation demand management.
- To date, the TMA has been funded through a partnership with the City of Portland, Tri-Met and a federal CMAQ grant. The TMA currently receives \$75,000 per year from the City of Portland through its Lloyd District parking meter revenue fund and approximately \$17,000 per year from Tri-Met through commissions to the TMA derived from sales of the Lloyd District PASSport annual transit pass program.
- The Portland City Council adopted the Lloyd District Business Improvement District Service Plan on _____, 1999 in Ordinance _____ to fund public safety, transportation and advocacy services for the Lloyd District. The Lloyd District Business Improvement District Service Plan directs business improvement district funds to the TMA to provide expanded services to the district in accordance with the TMA's adopted Strategic Plan.
- The BID has endorsed the TMA's adopted Strategic Plan and desires to provide \$50,000 in 2000, \$75,000 in 2000 and \$75,000 in 2000 to the TMA to provide expanded services to businesses in the Lloyd District as outlined in the TMA's adopted Strategic Plan.

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AGREEMENT:

1. SCOPE OF CONTRACTOR SERVICES

- a. The TMA shall provide services to the Lloyd District as outlined in the Lloyd District TMA's 1999-2000 Strategic Plan. The Lloyd District TMA's 1999-2000 Strategic Plan is attached to this Agreement as Exhibit A. The services set out in the Strategic Plan are summarized below:
 - Develop and implement programs to provide for convenient and efficient mobility within the Lloyd District.
 - Develop and implement programs to support and improve access for the Lloyd District to and from central city and regional destinations.
 - Continue and increase efforts to reduce commuter trips.
 - Continue to support and increase Lloyd District business participation in the PASSport program.
 - Identify and advocate for improved transportation services to the district.
 - Expand advocacy services for the district, particularly in the area of transportation and economic development.

- Develop and implement a new transportation partnership plan with Tri-Met and the City of Portland.
 - Improve TMA public relations materials.
 - Sponsor events in the district to increase employer/employee awareness of transportation options and issues.
 - Develop and participate in creation of a Lloyd District vision plan to reflect evolving district consensus regarding transportation and development.
 - Increase TMA role in review, evaluation and comment on district land use activities.
 - Expand and evolve the TMA into the general business association for the Lloyd District.
 - Continue efforts to implement priority elements of the Lloyd District Meter Revenue Allocation Advisory Committee Plan.
- b. The TMA shall provide the services set out in subsection (a) above in accordance with the schedule set out below:

These services will be provided over a 3-year time period, commencing on _____, 2000 and ending _____, 2003.

- c. The BID recognizes that the services outlined in subsection (a) above are additional services above and beyond services currently provided through the TMA's existing funding sources. The BID therefore recognizes that successful completion of said services are contingent upon the continued financial partnership of the City of Portland in the operation of the TMA. The City's current contribution to the TMA is \$75,000 per year. The BID agrees that if the City of Portland's financial partnership in the BID ceases, or is reduced, then the TMA is not bound to provide the services outlined in subsection (a) above and any funds contributed by the BID to the TMA prior to cessation or reduction of the City's financial partnership in the TMA are non-refundable if the TMA has, to that point, acted in good faith to provide the services outlined in subsection (a) above. The TMA will notify the BID within 10 days of notification by the City of Portland of any changes in its financial partnership in the TMA and the BID can elect to terminate this agreement within 30 days of said notice or elect to re-negotiate the Scope of Services to be provided by the TMA in return for BID funding.

2. BID RESPONSIBILITIES

- a. The BID will assist and support the TMA in carrying out its Strategic Plan and in its efforts to improve the economic vitality of the Lloyd District.
- b. The BID will remain an active partner with Tri-Met, the City of Portland and the membership of the TMA, and other affected entities in the implementation of the TMA Strategic Plan.

3. COMPENSATION

The BID shall pay the TMA for work performed under this Agreement after the effective date as set out below. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.

The BID shall pay the TMA an amount not to exceed \$50,000 in 2000, \$75,000 in 2001 and \$75,000 in 2002, as compensation for the TMA's work.

4. BILLING AND PAYMENT PROCEDURE

- a. The TMA shall bill the BID in advance for work to be performed and for services rendered by the TMA. The TMA's billing and the BID's payment procedures shall be as set out below:

Beginning _____, 2000, the TMA shall submit a request for payment of \$25,000 to support work related to implementation of its adopted Strategic Plan as outlined in its 2000 Work Plan. On _____, 2000, the TMA shall submit a request for payment of \$25,000 to support completion of its 2000 Work Plan.

On _____, 2001, the TMA shall submit a request for payment of \$37,500 to support work related to implementation of its adopted Strategic Plan as outlined in its 2001 Work Plan. On _____, 2001, the TMA shall submit a request for payment of \$37,500 to support completion of its 2001 Work Plan.

On _____, 2002, the TMA shall submit a request for payment of \$37,500 to support work related to implementation of its adopted Strategic Plan as outlined in its 2002 Work Plan. On _____, 2002, the TMA shall submit a request for payment of \$37,500 to support completion of its 2002 Work Plan.

- b. The BID shall pay the TMA within thirty (30) days of receipt of request for payment.

5. EFFECTIVE AND TERMINATION DATES

This agreement shall be effective as of _____, 2000, and shall terminate as of _____, 2002.

6. EARLY TERMINATION OF AGREEMENT

- a. The BID and TMA, by mutual written agreement, may terminate this Agreement at any time.
- b. The BID, on thirty (30) days notice to the TMA, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
- c. The TMA, on thirty (30) days notice to the BID, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
- d. The BID may terminate this agreement on thirty (30) days notice per the provisions of subsection 1 (c), above.
- e. Either the BID or the TMA may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days

of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

7. PAYMENT ON EARLY TERMINATION

- a. In the event of termination under subsection 6(a), 6(b), 6(c) or 6(d) EARLY TERMINATION OF AGREEMENT, hereof, the BID shall pay the TMA for work performed in accordance with the Agreement prior to the termination date.
- b. In the event of termination under subsection 6(e), EARLY TERMINATION OF AGREEMENT, hereof, by the TMA due to a breach by the BID, then the BID shall pay the TMA as provided in subsection (a) of this section.
- c. In the event of termination under subsection 6(e), EARLY TERMINATION OF AGREEMENT, hereof, by the BID due to a breach by the TMA, then the BID shall pay the TMA as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 8(a), REMEDIES.

8. REMEDIES

- a. In the event of termination under subsection 6(e), EARLY TERMINATION OF AGREEMENT, hereof, by the City due to a breach by the TMA, then the BID may complete the work either itself, by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the compensation provided under section 3, COMPENSATION, hereof, then the TMA shall pay to the BID the amount of the excess.
- b. In the event of a breach of this Agreement by the BID, then the TMA's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 6(e), EARLY TERMINATION OF AGREEMENT, and 7(b), PAYMENT ON EARLY TERMINATION, hereof.

9. PROJECT MANAGER

- a. The BID Project Manager shall be Hank Ashforth.
- b. The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other BID actions referred to herein.

10. COMPLIANCE WITH LAWS

In connection with its activities under this Agreement, the TMA shall comply with all applicable federal, state, and local laws and regulations.

11. OREGON LAW AND FORUM

- a. This Agreement shall be construed according to the laws of the State of Oregon.

- b. Any litigation between the BID and the TMA arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

12. INDEMNIFICATION

- a. Indemnification for Public Liability and Property Damage. The TMA shall hold harmless, defend, and indemnify for public liability and property damage the BID, the BID's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the TMA's work or any subcontractor's work under this Agreement.
- b. Indemnification for Professional Liability. The TMA shall hold harmless, defend and indemnify for professional liability the BID, and the BID's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the TMA's negligent acts or omissions, or any subcontractor's negligent acts or omissions under this Agreement.

13. ASSIGNMENT

The TMA shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the BID.

14. INDEPENDENT CONTRACTOR STATUS

- a. The TMA is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.
- b. The TMA, its subcontractors, and their employees, are not employees of the BID and are not eligible for any benefits through the BID, including without limitation federal social security, health benefits, workers compensation, unemployment compensation, and retirement benefits.

15. NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party shall specify in writing:

If to the BID:	Hank Ashforth BID Chairman C/o Ashforth Pacific, Inc. 825 NE Multnomah, Suite 1275 Portland, Oregon 97232
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If to the TMA: Chairperson, Board of Directors
Lloyd District TMA
C/o Rick Williams, Executive Director
825 NE Multnomah, Suite 290
Portland, Oregon 97232

16. SEVERABILITY

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

17. INTEGRATION

This Agreement contains the entire agreement between the BID and the TMA and supercedes all prior written or oral discussions or agreements between the BID and the TMA.

18. FUNDS

BID certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Agreement.

18. AMENDMENTS

- a. The BID and the TMA may amend this Agreement at any time only by written amendment executed by the BID and the TMA.
- b. Any change in the Scope of Contractor Services shall be deemed an amendment subject to subsection (a) of this section.

19. REPORTING

The TMA shall provide monthly reports to the BID Project Manager. The monthly reports, at minimum, contain financial accounting of project expenditures and progress reporting summarizing tasks accomplished and work accomplished. The reports shall be no different than those which are currently produced for the TMA Board of Directors, the City of Portland and Tri-Met, unless specifically requested by the Project Manager.

LLOYD DISTRICT TMA

LLOYD DISTRICT BID

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

TMA Tax ID No: 93-1146337