

**CITY OF PORTLAND  
AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES**

**CONTRACT NO. 30002127**

**SHORT TITLE OF WORK PROJECT:  
Lloyd District Transportation Management Association**

This contract is between the City of Portland ("City," or "Bureau") and the Lloyd District Transportation Management Association, hereafter called Contractor. The City's Project Manager for this contract is Dan Bower.

**Effective Date and Duration**

This contract shall become effective on July 1, 2011. This contract shall expire, unless otherwise terminated or extended, on June 30, 2013.

**Consideration**

- (a) City agrees to pay Contractor a sum not to exceed \$500,000 for the 2 year term of the contract for accomplishment of the work which will be detailed per Exhibit A which will be updated by a revised scope of work for the resulting years of the contract.
- (b) Interim payments shall be made to Contractor according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

**CONTRACTOR DATA AND CERTIFICATION**

Name (please print): Lloyd District Transportation Management Association

Address: 700 NE Multnomah St, Suite 340, Portland, OR 97232

Employer Identification Number (EIN) 93-1146339

**[INDEPENDENT CONTRACTORS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) – LEAVE BLANK IF NO EIN]**

City of Portland Business License # 440530

Citizenship: Nonresident alien ☐ Yes ☒ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation  
☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☒ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval.

**TERMS AND CONDITIONS**

**1. Standard of Care:** Contractor shall perform all services under this contract using that care, skill and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

**2. Effect of Expiration**

Passage of the contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been corrected.

**3. Order of Precedence**

This contract consists of these Terms and Conditions, and the Statement of Work and Payment Schedule. In the event of any apparent or alleged conflict the conflict will be resolved by using the following order of precedence: a) these Terms and Conditions; b) Statement of Work and Payment Schedule. c) Any exhibits attached to the contract. d) The City's solicitation document from which this contract resulted. These provisions supersede and take precedence over any exhibits attached to the Contract.

**4. Early Termination of Contract**

(a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.

(b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to terminate and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

#### 5. Remedies and Payment on Early Termination

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Contractor shall pay the City all damages, costs and sums incurred by the City as a result of the breach.
- (c) If the Contractor justifiably terminates the contract pursuant to subsection 4(b), the Contractor's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Contractor shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Contractor's work product before the date of termination becomes property of the City.

#### 6. Assignment

Contractor shall not subcontract, assign or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

#### 7. Compliance with Applicable Law

Contractor shall comply with all applicable federal, state and local laws and regulations. Contractor agrees it currently is in compliance with all tax laws.

#### 8. Indemnification for Property Damage and Personal Injury

Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Contractor, its Subcontractors, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Contractor or its insurer to indemnify the City for claims of personal injury or property damage caused by the negligence of the City. This duty shall survive the expiration or termination of this contract.

#### 9. Insurance

During the term of this contract, Contractor shall maintain in force at its own expense, the insurance noted below:

- (a) Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027).
- (b) Commercial General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insureds, but only with respect to the Contractor's services to be provided under this Contract:

Required by Bureau   X  

Waiver by Bureau       

- (c) Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable:

Required by Bureau   X  

Waived by Bureau       

- (d) Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence.

Required by Bureau   X  

Waived by Bureau       

- (e) There shall be no cancellation, material change, reduction of limits, or intent not to renew any required insurance without 10 days written notice from the Contractor or its insurer(s) to the City.

- (f) Certificates of insurance. The Contractor shall furnish acceptable insurance certificates to the City showing the required insurance coverage. The certificate will specify all of the parties who are Additional Insureds. Certificates and insurers are subject to City approval. Complete policy copies shall be provided to the City upon request. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### 10. Ownership of Work Product

All work product produced by the Contractor under this contract is the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or

information in any form. The Contractor and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the Contractor hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Contractor is an architect, the Work Product is the property of the Contractor-Architect, and by execution of this contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets and other proprietary rights of Contractor are and will remain the exclusive property of Contractor.

**11. EEO Certification:** In the event Contractor provides in excess of \$2,500.00 for services to the City in any fiscal year, Contractor shall obtain EEO certification from the City.

**12. Equal Benefits**

Contractor must comply with the City's Equal Benefits program as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

**13. Successors in Interest**

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

**14. Severability**

The parties agree that if any term or provision of this contract 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 contract did not contain the particular term or provision held to be invalid.

**15. Waiver**

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

**16. Errors**

The Contractor shall promptly perform such additional services as may be necessary to correct errors in the services required by this contract without undue delays and without additional cost.

**17. Governing Law/Venue**

The provisions of this contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

**18. Amendments**

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

**19. Business License**

The Contractor shall obtain a City of Portland business license as required by PCC 7.02 prior to beginning work under this Contract.

**20. Prohibited Conduct**

The Contractor shall not hire any City employee who evaluated the proposals or authorized the award of this Contract for two years after the date the contract was authorized without the express written permission of the City and provided the hiring is permitted by state law.

**21. Payment to Vendors and Subcontractors**

The Contractor shall timely pay all subcontractors and suppliers providing services or goods for this Contract.

**22. Access to Records**

The Contractor shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Contractor's books, documents, papers, and records relating to this contract at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the City.

**23. Audits**

(a) The City may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by paragraph 23. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Contractor exceed the amount to which the Contractor was entitled, the Contractor shall repay the amount of the excess to the City.

#### 24. Electronic Signatures

The City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

#### 25. Merger Clause

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

#### 26. Dispute Resolution/Work regardless of disputes

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. Notwithstanding any dispute under this Contract, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this contract or any attachment hereto shall supersede or take precedence over this provision.

#### 27. Progress Reports: / ☒ / Applicable / ☐ / Not Applicable

If applicable, the Contractor shall provide monthly progress reports to the Project Manager as described in the Statement of the Work and Payment Schedule.

#### 28. Contractor's Personnel: / ☒ / Applicable / ☐ / Not Applicable

If applicable, the Contractor shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change personnel without the prior written consent of the City, which shall not be unreasonably withheld.

#### 29. Subcontractors

The Contractor shall use the subcontractors identified in its proposals. The Contractor shall not change subcontractor assignments without the prior written consent of the Chief Procurement Officer. Failure to use the identified M/W/ESB subcontractors without prior written consent is a material breach of contract.

#### 30. Third Party Beneficiaries

There are no third party beneficiaries to this contract. Enforcement of this contract is reserved to the parties.

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### STATEMENT OF THE WORK AND PAYMENT SCHEDULE

#### SCOPE OF WORK

The scope of work for this contract will be updated each year consistent with the schedule that will be attached to this contract for each of the two years of the contract as Exhibit A.

#### CONTRACTOR PERSONNEL

The Contractor shall assign the following personnel to do the work in the capacities designated:

NAME	ROLE ON PROJECT
Rick Williams	Director, Lloyd TMA

#### SUBCONTRACTORS

The Contractor shall assign the following subcontractors to perform work in the capacities designated:

NAME	ROLE ON PROJECT
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None	

The City will enforce all diversity in workforce and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Contractor in its Proposal. For contracts valued \$100,000 or more, the Contractor shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subcontractors employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=119851>.

## COMPENSATION

The maximum that the Contractor can be paid on this contract is \$500,000 (hereafter the "not to exceed" amount.). The "not to exceed" amount includes all payments to be made pursuant to this contract, including reimbursable expenses, if any. Nothing in this contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid Contractor may be less than that amount.

The Contractor is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The City will pay Contractor based on these invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Contractor must complete work based on the Contract without additional compensation unless there is a change to the scope of work.

Any estimate of the hours necessary to perform the work is not binding on the City. The Contractor remains responsible if the estimate proves to be incorrect. Exceeding the number of estimated hours of work does not impose any liability on the City for additional payment.

If work is completed before the "not to exceed" amount is reached, the Contractor's compensation will be based on the Contractor's bills previously submitted for acceptable work performed and approved.

## PAYMENT TERMS: Net 30 Days

### Progress Payments

On or before the 15<sup>th</sup> of each month, the Contractor shall submit to the City's Project Manager an invoice for work performed by the Contractor during the preceding month. The invoice shall contain the City's Contract Number and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Contractor shall also attach photocopies of claimed reimbursable expenses, if applicable. The Project Coordinator shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. Prior to initial billing, the Contractor shall develop a billing format for approval by the City.

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any bill, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

The Contractor shall make full payment to its subcontractors within 10 business days following receipt of any payment made by the City to Contractor.

## INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

## SECTION A

CONTRACTOR CERTIFICATION I, undersigned, am authorized to act on behalf of entity designated below, hereby certify that entity has current Workers' Compensation Insurance.

Contractor Signature

Date

Entity

If entity does not have Workers' Compensation Insurance, City Project Manager and Contractor complete the remainder of this form.

## SECTION B

ORS 670.600 Independent contractor standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature

Date

## SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:

- |       |    |   |
|-------|----|---|
| _____ | A. | The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;         |
| _____ | B. | Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;   |
| _____ | C. | Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;  |
| _____ | D. | Labor or services are performed only pursuant to written contracts;   |
| _____ | E. | Labor or services are performed for two or more different persons within a period of one year; or   |
| _____ | F. | The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided. |

Contractor Signature

Date

**CONTRACTOR SIGNATURE:**

This contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

I, the undersigned, agree to perform work outlined in this contract in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this contract by reference, and the STATEMENT OF THE WORK made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

**Lloyd District Transportation Management Association**

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contract No. \_\_\_\_\_

Contract Title: \_\_\_\_\_

**CITY OF PORTLAND SIGNATURES:**By: \_\_\_\_\_  
Bureau Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chief Procurement Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Elected Official

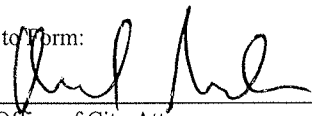
Date: \_\_\_\_\_

Approved:

By: \_\_\_\_\_  
Office of City Auditor

Date: \_\_\_\_\_

Approved as to form:

By:  \_\_\_\_\_  
Office of City AttorneyDate: 6/10/11





**TO:** Dan Bower, Portland Bureau of Transportation  
**FROM:** Rick Williams, Lloyd TMA  
**CC:** Ellis McCoy, Portland Bureau of Transportation  
**DATE:** June 9, 2011  
**RE:** Lloyd MRAC Revenue Management Plan and TMA Contract Renewal

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The Lloyd Meter Revenue Allocation Committee met on April 7, 2011 to review the City's Lloyd Meter Revenue Allocation proposal. As you know, the Lloyd MRAC is very interested in accomplishing the following goals:

1. Ensuring that the City and the Lloyd MRAC have a very transparent and accurate methodology for tracking parking meter revenues in the Lloyd District on an annual basis.
2. The methodology implemented is engaged routinely as a means to keep all partners up-to-date on the status of the fund and to track the 49% (City) and 51% (MRAC) allocation of net meter revenue.
3. Access to the MRAC net revenue allocation is fairly simple and timely; to guarantee that priority projects can be planned for, launched and accomplished.
4. Unspent funds within the MRAC are accounted for and "carried over" into subsequent funding years to allow for growth in the fund and/or the ability to continue projects that might not be able to be completed between the end of one fiscal year and the start of another.
5. To spend actual revenues, rather than estimated revenues; which has led to confusion and suspension of projects in the past.

To that end, the Lloyd MRAC reviewed and discussed your proposal on structuring a new process and methodology, outlined in your April 7, 2001 memo to me.

The Lloyd MRAC endorses the proposal and has directed me to move forward with negotiating this into a new contract with the Lloyd TMA, who has been serving as staff to, and manager of, the Lloyd MRAC since 1997.

Also, the Lloyd MRAC has reasserted its priorities for the fund for the next 12 month period. Those priorities are listed in the table below. As you can see, the Lloyd MRAC has requested an increase in funding to the Lloyd TMA, from \$90,000 per year to \$94,500. The MRAC would like to see this increase incorporated into the new TMA contract, with the provision that in the context of the proposed five year term, the MRAC can reevaluate TMA funding contributions on an annual basis within the context of the process for establishing funding priorities.

The MRAC also endorses continued MRAC funding for Fareless Square for an additional year per an earlier agreement with PBOT. Other projects on the list are provided to give you a sense

of the rank order of priorities that the MRAC has as net revenues in the fund above and beyond the commitment to the LTMA and Fareless Square might become available.

**Lloyd MRAC Priority Project Ranking**  
**Established 4/7/2011\***

<b>RANKING (1-9)</b>	<b>MRAC Priority Project</b>	<b>Funding Allocation</b>	<b>Comments</b>
1	Lloyd TMA	\$94,500	LTMA is highest priority MRAC project. Requesting increase from \$90,000 to \$94,500 to match LBID 2011 and 2012 additional contribution to LTMA
2	NE 6 <sup>th</sup> /Multnomah pedestrian/safety improvement	-	Needed safety improvements consistent with those provided and NE 8 <sup>th</sup> Avenue.
3	Lighting/safety improvements (east end of LD)	-	Proposes "re-ballasting" existing light standards with brighter and more efficient bulbs as opposed to new light standards and/or safety improvements in and around Holladay Park.
4	Bike infrastructure	-	Proposal to fund up to 3 corrals and additional bike boxes and racks in the district network.
5	"Go By Bike" sign	-	Priority established at the request of the Mayor's office. MRAC funds could be used to leverage donations
6	Streetcar operations	-	Commitment made with increase in rate in 2009 (level of funding undetermined).
7	Fareless Square	\$105,000	Commitment made by MRAC to 6/30/2012.
8	Street sign toppers	-	Request of LDCA for identity markers placed on top of existing street signs.
9	District art in the pedestrian way	-	4-5 year commitment to get a significant art piece. BID and adjacent property owners contributing as well.

\* All projects on the list would be forwarded as net revenue funds in the MRAC account become available. Costing of projects without budget estimates would take place as funds became available and initiation of projects was more imminent.

Please let me know next steps for moving us forward with formalizing this proposal. The MRAC truly appreciates the time and thinking that went into the City's proposal. We think this gets us to a point where the process is workable and the intent and purpose of the fund is beneficially facilitated.

Again, we are very appreciative of your help and partnership.



Rick Williams  
Lloyd MRAC/ Lloyd TMA

## A. PROJECT DESCRIPTION

The purpose of this work plan is to specify projects the LTMA will implement that further the City of Portland's effort toward accomplishing Metro's Regional Transportation Plan modal target of 45% non-SOV trips by the year 2040. The work plan elements outlined here are elements of a larger Lloyd TMA work plan that are funded using City of Portland contract dollars, which total \$94,500 for this contract period. All other TMA programs and work plan tasks are funded exclusively through the LTMA general budget and are not listed here.

Primary goals the LTMA shares with the City of Portland are:

- Decrease demand on the regional transportation system by facilitating non-drive-alone transportation options.
- Increase awareness of transportation options available to from and within the LTMA service area.
- Create options and strategies that improve non-SOV access for employees and businesses of the Lloyd District.

Other goals of this project that are supportive of City of Portland priorities and the LTMA mission are:

- Increase Lloyd area mobility and livability
- Strengthen the links between housing, employment, economic development and transportation, particularly in the Lloyd District
- Support job and housing growth targets for the Lloyd District
- Increase business and employee stability
- Decrease parking demand and thus future costs of such for new and on-going development

### TMA Manager/Director:

Rick Williams (Executive Director) will serve as the primary point of contact.

### TMA Area:

Per the LTMA's by-laws, the service boundary of the LTMA is that area bounded by I84 (on the south), the south side of NE Broadway (on the north), the west side of NE 15<sup>th</sup> Avenue (on the east) and the Willamette River (on the west).

### TMA Budget and Hours for Plan Implementation:

*FY 2011-2012*

\$94,500 City of Portland dollars will be spent for 1500 hours in FY 2009-2010 or 125 hours each month.<sup>1</sup> Hours will be billed at a rate of \$63 per hour. The work plan below is for FY 2011 – 2012 as approved by the LTMA Board of Directors.

<sup>1</sup> The Lloyd TMA's total 2011 operating budget is approximately \$364,696. The LTMA uses this money to provide a wide range of transportation services to district employers and employees. All or a part of this budget should be

### Trip Reduction Target

The LTMA measures the trip activity of nearly 6,000 employees each year. The LTMA trip calculator tracks vehicle miles traveled as a sum of all TMA activities in the area of transit, bike, walk and rideshare trips. We will use this survey as a means to measure new trip reduction. The LTMA trip calculator also tracks reductions in pollutants, resulting in annual savings in such things as hydrocarbons, carbon dioxide and reduce gasoline consumptions; all factors that contribute to greenhouse gas emissions. The table below summarizes progress made in FY 2010/2011 in both VMT and emissions reductions.

Pollutant Problem	Annual VMT Reduced 2010	Pollution or Fuel Consumption @ 13,250 VMT	Annual Savings/Reduction
<b>Hydrocarbons (HC)</b> Urban Ozone (Smog) and Air Toxins	4,455,587 VMT	97 lbs. of HC	32,618 lbs. of HC reduced
<b>Carbon Monoxide (CO)</b> Poisonous Gas	4,455,587 VMT	750 lbs. of CO	252,203 lbs. of CO reduced
<b>Nitrogen Oxides (NOx)</b> Urban Ozone (Smog) and Acid Rain	4,455,587 VMT	50 lbs. of NOx	16,814 lbs. of NOx reduced
<b>Carbon Dioxide (CO<sub>2</sub>)</b> Global Warming	4,455,587 VMT	13,400 lbs. of CO <sub>2</sub>	4,506,028 lbs. of CO <sub>2</sub> reduced
<b>Gasoline</b> Imported Oil	4,455,587 VMT	734 gallons	246,823 gallons of gas saved
<b>Cost of Gasoline</b> Expense to employees	4,455,587 VMT	246,823 gallons of gas	\$826,857 saved @ \$3.35 per gallon of gas
Cost of Gasoline Expense to each employee/vehicle affected	4,455,587 VMT	\$826,857 cost of gas @ 1,157 vehicles removed	\$715 saved per affected employee/vehicle

The LTMA programs resulted in a reduction of 4,455,587 commuter vehicle miles traveled for trips to and from the TMA service area in 2010-2011. This is an improvement of 158,669 VMT reduced from the previous 12 month survey period (or 3.6 %). The LTMA's goal for 2011-2012 is to use funds from the City partnership to maintain and/or exceed 4,455,587 VMT over the ensuing 12 months.

Breakout of VMT reductions by mode option include:

MODE	VMT Reduced – 12 months
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considered as a match for the City's funding for LTMA services and programs. The LTMA will also expend approximately \$100,000 in additional funds on transportation programs and infrastructure improvements from its BETC Opportunity Fund. In total, the City contribution of \$95,500 is blended into a larger general organizational operating budget of approximately \$450,000.

Transit	2,940,687
Rideshare	757,450
Bike	356,447
Walk	178,223
Other	
- Telecommute	133,667
- Compressed Week	89,113
<b>TOTAL</b>	<b>4,455,587</b> (2011-2012 Minimum Target Goals)

#### Target Measurement Goals:

- **Increase employee use of transit to 32% of all commute trips (all businesses).**
- Increase employee use of transit to 42% of all commute trips (Universal Pass members).
- ***Increase number of bicyclists to the Lloyd District by 5% annually.***
- Increase the number of pedestrian commuters to the Lloyd District by 3.3% annually.
- ***Maintain existing level of employee use of car/vanpooling as a commute option (10% commute mode split).***
- Continue efforts to fund pedestrian safety and amenity improvements throughout Lloyd District.
- **Increase employee and employer awareness of Lloyd District transportation options.**
- *Continue to develop an organization that effectively supports and advocates the long-term economic vitality and livability of the Lloyd District.*

#### I. Project Tasks Using City of PORTLAND Funds

##### **Task 1: Transit (72 hours per month/864 hours per year funded with City dollars)**

- Sell 5,500+ Universal transit passes to Lloyd District Businesses (September 1, 2011 target completion)
- Develop and implement necessary marketing and communications to support effort.
- Renew at least 95% of all current participating businesses (August 31, 2011 target completions)
- Initiate direct outreach (one on one) with 100 businesses in the Lloyd District that do not currently provide the Universal Pass program to their employees.
- Initiate program to expand "coverage" of Universal Pass distribution within businesses that currently provide Universal Pass to their employees. [NOTE: Many Universal Pass businesses distribute passes only to employees that request them. As such, many businesses maintain unutilized passes throughout the year. The LTMA will be working with businesses to incent them to distribute at least 75% of the passes they purchase.]
- Work individually with Lloyd employees and businesses in the area to communicate, market and incent use of the new Eastside Streetcar.
- Summarize trip data from 2011 Lloyd District employee survey (December 2011 targeted completion).
- Offer comprehensive transit, bike and walk trip planning at LTMA *Commuter Connection* Transportation Store. Raise awareness of service to at least 200 users of the store per month.
- Expand and enhance *Lloyd Links* individualize employee assistance program for transit trip planning and incentives

TMA funds targeted to transit programs and efforts	\$200,000 (approx)
2011-12 City funds targeted to transit programs and efforts	\$ 54,432

**Task 2: Bikes (26.5 hours per month/318 hours per year funded with City dollars)**

- Increase the number of bike accessible sites in the Lloyd District
  - a. Continue TMA bicycle rack purchase program to establish additional bike parking in the district (on-going LTMA program)
  - b. Continue purchase of district bicycle boxes using LTMA Business Energy Tax Credits. Goal is to purchase 2 additional boxes annually. (June 30, 2012 completion date).
- Increase employee awareness of bicycling as an option (goal of 600 participants in all events).
  - May: Bike Commute Day
  - Summer: Incentive program (guided rides, brown bags, bike breakfasts, bike happy hours, etc.)
  - “Commuter Rewards” program – Targets employees in the district interested in bike commuting (and other alternative modes). Provides incentives, prizes and other enticements to participate and record progress.
  - Help promote September’s Bike Commute Challenge
  - October: wrap-up celebration: Bike Bash
- Improve Infrastructure and provide resources and advocacy for improving such in the Lloyd District:
  - West end and Rose Quarter bike improvements
  - Holladay Street bikeway/bike boulevard
  - Expand and enhance *Lloyd Links* individualized employee assistance program for bike trip planning and incentives

In support of the infrastructure goals the following will be pursued:

- 1) Host, with the City of Portland businesses and property owner involvement in the City Lloyd District bikeways project.
- 2) Use all programs – incentive, parties, etc. – to publicize the bike committee’s infrastructure focus. Use summer transportation fairs for same purpose. Emphasize benefits to all riders of bike infrastructure improvements. Seek volunteers.
- 3) Allocate \$15,000 Lloyd Bike Infrastructure fund (BETC supported) to purchase and expand bike parking amenities throughout the Lloyd District and in buildings that are deficient in bike amenities.
- 4) Conduce bike inventories and site improvement plans for locating and placing bike amenities in LD commercial properties.
- 5) Formal presentation of infrastructure findings to TMA Board on or before June 30, 2012.

**TMA funds targeted to bike commute programs and efforts \$60,920 (approx.)**

**II. 2011-2012 CITY FUNDS TARGETED TO BIKE PROGRAMS AND EFFORTS \$20,034**

**Task 3: Pedestrian Environment (26.5 hours per month/318 hours per year funded with City dollars)**

- Coordinate and direct third annual Walk to Work Week in Lloyd District (July 2011)
- Continue current Holladay Street landscape maintenance contract to provide landscape improvements and maintenance on NE Holladay between NE 1<sup>st</sup> and NE 13<sup>th</sup>.
- Continue integration of walk commuting into overall LTMA Lloyd Links individualized marketing program (estimated personal visits with 200 employees and 100 businesses)
- Expand and enhance *Lloyd Links* individualized employee assistance program for walk trip planning and incentives.

**TMA funds targeted to pedestrian programs and efforts \$60,920 (appx.)**

**2011-2012 City funds targeted to pedestrian programs and efforts \$20,034**

Note: The LTMA also provides programs for ridesharing, employer outreach, individualized marketing, advocacy and district development that are unassociated with this contract and covered through other LTMA funding sources.

**III. Task Timeline and Hours Budgeted**

<b>Tasks supported with City funds</b>	<b>Date completed</b>	<b>Monthly Hours</b>
Task 1 – Transit	June 30, 2012	72
Task 2 – Bikes	June 30, 2012	26.5
Task 3 – Pedestrian Environment	June 30, 2012	26.5
	<b>Hours per Month</b>	<b>125</b>
	<b>Hours per year</b>	<b>1500</b>
City of Portland Contract Amount (annual)		<b>\$94,500</b>
LTMA Matching Contribution (annual)		<b>\$321,840</b>
<i>Leverage value ratio to City of Portland</i>		<b>3.4:1.0</b>

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