

EXHIBIT A

CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Portland, acting by and through its city officials, hereinafter referred to as "City," and ETA 2000 of 902 Arctic Building, 704 Third Ave., Seattle, Washington, a partnership authorized to conduct business in the State of Oregon, acting by and through its Partners, hereinafter referred to as "Consultant."

W I T N E S S E T H

RECITALS

1. City plans and proposes to conduct studies on the Industrial Transportation Grant.

2. City does not have sufficient qualified personnel to perform the required work within a reasonable time and deems it advisable and desirable to engage the professional services and assistance of a qualified consulting firm to perform the necessary studies.

3. Consultant has represented, and by entering into this agreement now represents, that all personnel assigned to the work required under this agreement are fully qualified to perform the work to which they will be assigned in a competent and professional manner.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein below, the parties hereto agree as follows:

I

OBJECTIVES

The objective of this study is to evaluate the feasibility of a vanpool program within the city's major employment areas. The study is applicable to seven of the major employment centers within the City of Portland:

1. Albina Industrial Area
2. Brooklyn Industrial Area
3. Central Eastside Industrial Area

4. Northwest Industrial Area
5. Rivergate Industrial Area
6. Swan Island Industrial Area
7. Lloyd Center Employment Area

II

SCOPE OF WORK

The Consultant will begin work as authorized by the Bureau of Planning on or about May 2, 1980. The study will consider the operational feasibility, engineering feasibility, funding, and marketing of a vanpool program for small and medium-sized firms within the City of Portland's major employment centers. Final products, fees, schedule and documents to be finished by the consultant are specified as follows:

Phase 1: The Consultant will evaluate various organizational schemes and the experiences of other vanpool programs.

Specific work elements include:

1. a) The Consultant will briefly research vanpool program experience with respect to administrative, financial, marketing and legal issues.
1. b) The Consultant will assess the applicability of the various programs found in 1.a) to joint vanpool programs for small firms within an industrial area.
1. c) The Consultant will meet with the City and provide a preliminary report to the City summarizing work completed in the first phase.

Completion Date Phase 1: May 16, 1980

Phase 2: The Consultant will investigate applicable legislation relevant to the operation and financing of a vanpool program in the City of Portland.

Specific work tasks include:

2. a) The Consultant will investigate legislation

related to the following:

- o Insurance liability - legal minimums, liability limits, self-insurance, fleet insurance, standard of care, and guest-host statutes.
- o Union involvement - fair labor standards, bargaining issues.
- o Taxation - federal income tax (business, personal deductions, energy credits), state and local tax.
- o Fuel access priority.
- o ICC regulation.
- o Vanpool legislation - statutes.
- o Local for-hire laws.
- o Licensing - vehicle/driver.
- o Safety regulations.
- o Washington laws.

2. b) The Consultant will meet with the City and provide a preliminary report to the City summarizing work completed in the second phase.

Completion Date Phase 2: May 30, 1980

Phase 3: The Consultant will be briefed by the consultant for the Travel Behavior Profile as to employee and employer attitudes. The Consultant will conduct interviews only if found necessary by the City and Consultant. The Consultant will evaluate organizational problems inherent in various vanpool program structures, specifically concerning the feasibility of joint vanpooling by small firms. In this evaluation, the Consultant will consider the City of Portland's role in the vanpool program structures.

Specific work tasks include:

3. a) The Consultant will conduct a group workshop of top management for each industrial area with emphasis on educating participants, further information gathering, stressing the importance of cooperative interaction, and generating a community sense among employers, employees and neighboring areas. The workshop will

consist of representatives of those firms which have indicated an interest in a vanpool program.

- 3. b) The City will make available conference facilities to accommodate small workshops. The selection of the facilities will be made by mutual agreement of the City and Consultant. Should the City not provide facilities, the City will reimburse the Consultant in addition to the maximum compensation.
- 3. c) The Consultant will identify viable organization frameworks based on form of sponsorship and legal structure. Various frameworks to be explored include public programs, joint public/private ventures, third-party programs, and employer-, employee group-, and individual-sponsored programs; in the form of joint ventures, partnerships, co-ops, corporations, and special agencies.
- 3. d) The Consultant will identify funding options, the City's role in funding vanpool programs, and applicable limitations on or prerequisites to utilizing funds from each of the following sources: public, public abort funds, private sector, employer, unions, and individual.
- 3. e) Based on the inventory of vanpool programs analyzed in Phase 1, the Consultant will identify problems and recommendations for operating and administering various vanpool organizational schemes for the Portland situation.
- 3. f) The Consultant will investigate legal considerations such as vanpool regulation, licensing, taxation, insurance and safety requirements. The Consultant will also consider disincentives to vanpool program implementation such as adequacy of transit service, availability of on-site parking, inadequate origin densities, lack of funding, liability-risk, attitudinal barriers, and parity issues in bargaining.
- 3. g) The Consultant will meet with the City and provide a preliminary report to the City

summarizing work completed in the third phase.

Completion Date Phase 3: June 13, 1980

Phase 4: The Consultant will analyze commuter behavior for each employment area.

Specific work tasks include:

4. a) The Consultant will review commuter behavior, giving attention to origin/destination density by shift schedule, mode split, transit availability, and travel or commute distance.
4. b) The City will provide the Consultant with all available and related information in a timely fashion when requested by the Consultant to do so.
4. c) The Consultant will meet with the City and provide a preliminary report to the City summarizing work completed in the fourth phase.

Completion Date Phase 4: June 27, 1980

Phase 5: The Consultant will propose potential organizational schemes.

Specific work tasks include:

5. a) Based on the working papers produced in Phases 1 and 2, the Consultant will propose alternative organizational schemes, considering: 100% public sponsored; public/private partnership; 100% employer-sponsored, either joint or individual; union/employee/individual; and third-party brokerage.
5. b) The Consultant will assess operation, start-up and organizational prerequisites of a vanpool program, placing particular emphasis on routing, scheduling, and maintaining vans.
5. c) The Consultant will identify methods of administering and evaluating various organizational structures.

- 5. d) The Consultant will identify funding sources, options and abort guarantees.
- 5. e) The Consultant will identify the insurance coverage applicable to various organizational schemes. Consideration is to be given to workman's compensation coverage, who will pay for insurance, who is protected, type, amount and premium costs.
- 5. f) The Consultant will meet with the City and provide a preliminary report to the City summarizing work completed in the fifth phase.

Completion Date Phase 5: July 11, 1980

Phase 6: The Consultant will evaluate the effectiveness of various marketing campaigns for a successful vanpool program.

Specific work tasks include:

- 6. a) The Consultant will identify factors motivating participation and sponsorship for vanpool programs.
- 6. b) The Consultant will correlate media formats with target groups.
- 6. c) The Consultant will evaluate the effectiveness of marketing techniques.
- 6. d) The Consultant will meet with the City and provide a preliminary report to the City summarizing work completed in the sixth phase.

Completion Date Phase 6: July 11, 1980

Phase 7: The Consultant will analyze the information collected in the first six phases and develop final recommendations as to the feasibility, organization and marketing of a vanpool program for small and average-sized firms within the city's major employment areas.

Specific work tasks include:

- 7. a) The Consultant will determine the feasibility of a vanpool program within

each of the city's major employment areas.

- 7. b) The Consultant will propose the most appropriate techniques for administration, management, funding and marketing of a vanpool program, along with explanations as to why these techniques are recommended for the City of Portland.
- 7. c) The Consultant will recommend the employment center and specific employers which will provide the best test case for vanpool transit, and ways to market the vanpool concept to both industry managers and employers.
- 7. d) The Consultant will provide the City with a draft final report documenting each of the work tasks described above.

Completion Date Phase 7: July 18, 1980

Phase 8: The Consultant will revise the final report as deemed necessary by the City and finalize the report.

- 8. a) The Consultant will meet with the City and deliver 25 copies of the final report. One black and white print-ready copy that can be printed by the City in the future will also be delivered.

Completion Date Phase 8: July 25, 1980

The Consultant will provide all camera-ready artwork necessary for the printing of the final report, to be delivered to the City by August 1, 1980, at which time the artwork will become the property of the City which will be solely responsible for the printing and binding of the document(s). At the time of delivery the Consultant may recommend paper stocks, ink colors and processes to be employed in the printing and binding of the document. However, it is understood that the City reserves the right to produce the document(s) in any manner which it determines to be expedient and proper.

The format of documents prepared for the City shall be in accordance with the following guidelines:

- 1. The size of the document shall be limited to 8.5" x 11".

2. All artwork shall be camera-ready "line" art prepared for or adaptable to one-color printing.
3. All artwork shall be prepared to facilitate two-staple binding.
4. Screen tints shall have a maximum of 85 lines per inch.
5. Any nonconformance with the above format, including the addition of continuous-tone originals, fold-outs, or additional ink colors which might be a necessary aid in communication, shall be negotiated separately with the City in advance of producing the artwork.
6. Information on the cover and title page of the document(s) will include the title and the phrase "Prepared for the City of Portland Bureau of Planning by" followed by the name of the Consultant and the date on which the document is projected to be released. The title page will additionally include the seal of the City of Portland, Oregon.

It is further understood that documents which follow the format guidelines will usually require one week to print, based on an average 200-page document requiring 300 copies. Time delays resulting from a format which does not conform to the guidelines will be estimated at the time of negotiation (sub-item 5).

In addition to the specific work tasks outlined above, the Consultant agrees to make no more than two presentations outlining their work at a later date. These presentations would be conducted by the City and would be for the benefit of the Federal Economic Development Administration.

The Consultant agrees to bill the Bureau of Planning for fees incurred for this Vanpool Study on a twice-monthly basis. Each bill should show a breakdown of time, materials, and other direct costs. The City will reimburse the Consultant for work done based on an hourly rate of twenty dollars (\$20.00) per hour, provided that the rate shall be applicable throughout the life of this agreement. The City will reimburse the Consultant for travel costs (mileage) applicable to the project at the rate of eighteen cents per mile. Reimbursements shall be paid only for travel within the Portland SMSA and immediate environs. Total billing is not to exceed \$25,000 without further authorization by supplemental agreement between the City and Consultant, subject to exception under phase 3.b).

The parties to this agreement agree that ETA 2000 is providing professional services to the City of Portland as an independent contractor and is not an employee of the City, and is therefore not entitled to the benefits provided by the City to its employees, including, but not limited to, group health insurance, pension plans, or use of City-owned vehicles. The Consultant may practice their profession for others during those periods when not performing work under this agreement.

If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date, at least five working days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the contractor under this contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Marlin Appelwick
ETA 2000

Frank Frost, Acting Director
Bureau of Planning

Audrey M. Pan
ETA 2000

Connie McCready, Mayor
City of Portland

BUC# 51449002
Project 3619

ORDINANCE No. 149552

An Ordinance authorizing an agreement between the City of Portland and ETA 2000 in the amount of \$25,000, to provide professional consulting services, including the evaluation of the feasibility of a vanpool program, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. By Ordinance No. 147932, adopted June 20, 1979, the Council expressed its support of a grant application to the Federal Economic Development Administration for the Industrial Transportation Grant.
2. The Federal Economic Development Administration awarded the City a \$150,000 grant in September, 1979.
3. By Ordinance No. 148625, adopted October 17, 1979, the Council accepted the \$150,000 grant and amended the 1979-80 budget.
4. The Bureau of Planning Budget 1979-80 currently has sufficient funds for this agreement.
5. The firm of ETA 2000 has submitted an acceptable proposal to accomplish the work within the allotted time.

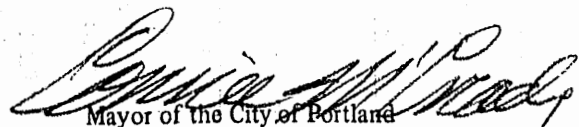
NOW, THEREFORE, the Council directs:

- a. That the Mayor is authorized to execute, on behalf of the City, an agreement similar in form to the agreement attached to the original of this Ordinance as Exhibit A and by this reference made a part hereof.
- b. The Mayor and the Auditor are hereby authorized to draw and deliver warrants chargeable to the Bureau of Planning in the amount of \$25,000 by August 1, 1980, payable to ETA 2000.


Section 2. The Council declares that an emergency exists because delay of the payment and agreement for this project could result in the loss of the Federal Economic Development Administration grant to construct this project; therefore; this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **MAY 7 1980**

Mayor Connie McCready
Lee Hames:db
April 23, 1980


Mayor of the City of Portland

Attest:


Auditor of the City of Portland

Calendar No. 1537

ORDINANCE No. 149552

Title

An Ordinance authorizing an agreement between the City of Portland and ETA 2000 in the amount of \$25,000, to provide professional consulting services, including the evaluation of the feasibility of a vanpool program, and declaring an emergency.

INTRODUCED BY

Mayor McCready

NOTED BY THE COMMISSIONER

Affairs

Finance and Administration

Safety

Utilities

Works

BUREAU APPROVAL

Bureau:

Planning Bureau

Prepared By:

Date:

Lee Hames

4/23/80

Budget Impact Review:

☒ Completed

☐ Not required

Bureau Head:

Frank Frost, Acting Director

NOTED BY

City Attorney

City Auditor

City Engineer

THE COMMISSIONERS VOTED
AS FOLLOWS:

	Yeas	Nays
Ivancie		
Jordan		
Lindberg		
Schwab		
McCready		

FOUR-FIFTHS CALENDAR

Ivancie	
Jordan	
McCready	
Schwab	
Goldschmidt	

Filed MAY 2 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By

Deputy