

# W O R K S E S S I O N

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



**METRO**

MEETING: METRO COUNCIL WORK SESSION  
DATE: March 21, 1995  
DAY: Tuesday  
TIME: 2:00 PM  
PLACE: Metro Council Chamber

Approx. Time *		Presenter	Lead Councilor
2:00 PM	<b>CALL TO ORDER AND ROLL CALL</b>		
(5 min.)	1. <b>INTRODUCTIONS</b>		
(5 min.)	2. <b>CITIZEN COMMUNICATIONS</b>		
(5 min.)	3. <b>EXECUTIVE OFFICER COMMUNICATIONS</b>		
	4. <b>OTHER BUSINESS</b>		
2:15 PM (20 min.)	4.1 Presentation of City of Portland's Multi-Family and Commercial Solid Waste and Recycling Program.	Mayberry Barrett McLoughlin	
2:35 PM (10 min.)	4.2 Briefing on Contract Between Tri-Met and the Zoo for Valet Parking	Burton Sheng	Washington
2:45 PM (20 min.)	4.3 Discussion of Boundary Commission; Committee Time Line and Budget Dollars.		McLain
3:05 PM (20 min.)	4.4 Conversation About Criteria for Hiring New Analyst.		McLain
3:25 PM (10 min.)	5. <b>COUNCILOR COMMUNICATIONS</b>		
3:35 PM (10 min.)	6. <b>LEGISLATIVE ISSUES</b>		
3:45 PM	<b>ADJOURN</b>		

Items scheduled at the work session may be continued for further discussion or action at the regular Thursday Council meeting.

For assistance/Services per the Americans with Disabilities Act (ADA), dial TDD 797-1804 or 797-1540 (Council Office)

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

AGENDA ITEM 4.1  
Meeting Date: March 21, 1995

Presentation of City of Portland's Multi-Family and Commercial Solid Waste and Recycling Program





# MANAGEMENT REPORT FOR SOLID WASTE & RECYCLING

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FEBRUARY, 1995



005 ENVIRONMENTAL SERVICES  
CITY OF PORTLAND

000

## MANAGEMENT REPORT FOR SOLID WASTE AND RECYCLING FY 1995 - 1996

### BACKGROUND:

The 1991 Legislature set some very aggressive recycling goals and increased the standards for recycling programs statewide by unanimously passing the Oregon Recycling Act. This act requires that the state reach a 50% recycling rate by the year 2000. In addition, local jurisdictions were to increase the level of recycling service provided to customers as well as increase their efforts in the area of education and promotion of recycling opportunities.

Following this policy direction, the City Council set aggressive waste reduction and recycling goals in December 1991. These goals included reducing the amount of solid waste generated, measured on a per capita basis, by ten percent by 1997 and recycling 60 percent of all solid waste generated by 1997. In order to meet these goals, the Solid Waste and Recycling Program has implemented comprehensive recycling programs for residences and multifamily dwellings and is planning on enhancing existing programs to divert more materials from the wastestream. Current activities include:

- evaluating the existing residential curbside garbage and recycling program and recommending improvements to the program;
- enforcement of the residential franchise and its service standards;
- yard debris pilot to test alternatives for meeting diversion goals;
- in cooperation with the Bureau of Buildings, enforcement of City Code requiring that owners of rental property subscribe to and pay for garbage service;
- planning and development of increased commercial recycling throughout the City (includes businesses, institutions, industries, and multifamily complexes);
- provision of recycling shelters to multifamily complexes and training to building owners and managers on multifamily recycling (includes complexes with five or more units); and
- development of educational programs and promotional material (including hauler handouts, work with neighborhoods, newsletters, etc.).

This report outlines the current status of the programs within the Solid Waste and Recycling program and provides information on planned and proposed changes to City recycling programs.

## RESIDENTIAL CURBSIDE GARBAGE, RECYCLING, AND YARD DEBRIS PROGRAM:

In February 1992, the City began implementation of the franchised residential garbage and recycling program. The goal of this program was to increase residential recycling by providing increased and convenient opportunities for recycling. Program elements included weekly collection of recyclable material on the same day as garbage collection, provision of two recycling containers, and the addition of milk jugs and magazines to the list of materials which were already collected for recycling. In April 1992, the City began monthly curbside yard debris collection. Yard debris collection frequency was increased to every other week beginning July 1993 to make the service more convenient. The City added collection of scrap paper (so-called junk mail, cereal boxes, gift wrap, etc.) in September 1993. In 1994 milk cartons, aseptic containers and aerosol cans were added to the program. The most recent results of the residential recycling program are detailed below:

- 75% of homes with garbage service regularly recycle using the curbside program, up from 74% in December 1993, 70% in December 1992 and 39% prior to February 1992 (Figure 1).
- Collection of 35,278 tons of recyclable material citywide in FY94, (not including yard debris). This represents 564 pounds per customer household diverted in FY 93/94. This is an increase of 78 pounds over FY 92/93 (Figure 2). For CY 94, collection was 36,778 tons, or 590 pounds per household, not including yard debris.
- During the first month of scrap paper collection, September 1993, collection was 4 pounds per household. From September through the end of June 1994, scrap paper collection increased to 5.25 pounds per customer household. Scrap paper is now the third largest material diverted from residential households by weight, behind newspaper and glass (Figure 3). In CY 94, 6.0 lbs of scrap paper was collected per household.
- Regular participation in the yard debris collection program increased from 23% last year to 28% in 1994.
- Collection of 12,776 tons of yard debris citywide in FY94. This is equal to 204 pounds of yard debris per household recycled. (Figure 4). During CY 94 the total was 14,378 tons citywide, or 230 pounds per household, which is a 125% increase over CY 93.
- As of June 1994, 18.9% of customers were using mini-cans and 48.4% were using a single 32 gallon can. From June 1992 to June 1994, there was a decrease of 2% in the number of customers using a single 32 gallon can, a decrease of 3.5% in the number of customers using 60 gallon roll carts, and a decrease of 7.3% in the number of customers using 90 gallon roll carts. In addition, there was an

increase of 28.44% in the number of customers subscribing to once-a-month garbage service (Figure 5).

- 33.84% of the Portland residential waste stream was diverted in FY 93/94 through the curbside recycling and yard debris programs.
- Portland residents continue the trend of disposing of less residential solid waste. The average amount of residential solid waste disposed of per household decreased from 1580 pounds in FY 92/93 to 1532 pounds in FY 93/94 (Figure 6).

#### CONTINUED AND PROPOSED RESIDENTIAL CURBSIDE GARBAGE, RECYCLING AND YARD DEBRIS PROGRAM IMPROVEMENTS:

Even with the success of the residential recycling program and the improvements made to that program to date, City staff has identified several areas where further improvements could be made. Specific actions being taken to implement program improvements include:

- Continuation of neighborhood canvassing efforts to provide door to door education on the benefits of recycling. Targeted neighborhoods are those which have high use of roll carts and/or low subscription to garbage and recycling service.
- Evaluation of adding more types of plastics to the curbside program. Currently milk jugs are the only type of plastic collected but much is changing in plastics markets. It appears that strong markets for recovered plastics and new capabilities of sorting technology will allow for commingled collection of multiple types of plastics. Analysis of the costs and benefits of adding more plastics is underway.
- Evaluation of alternatives for decreasing the amount of yard debris disposed of in the garbage can. The City is required by Metro to either provide weekly yard debris collection by July 1995 or to have proven that an alternative program will divert as much yard debris from the wastestream as a weekly program. Alternatives being considered include: Collection of two 32 gallon cans or bags of yard debris in the rate base on each biweekly yard debris collection day (instead of the current one 32 gallon can); Increased educational efforts and promotion of the current program with a "Don't put yard debris in your garbage can" message, and banning yard debris from the garbage can. Any disposal ban would include education and promotion on home composting and other waste reduction techniques for yard debris.
- Development of more meaningful methods to quantify disposal, diversion and waste reduction by residents and businesses. Over the next year steps will be taken to increase the accuracy and reliability of the commercial tonnage reporting. Staff plans to evaluate the success of all the City's recycling programs based on a per capita disposal figure or some similar measure by the end of 1995.



- Continuation of an annual program in targeted neighborhoods to collect bulky wastes (i.e. refrigerators, furniture, etc.).

### PORTLAND CURBSIDE HOTLINE:

Solid Waste and Recycling staff answer the Portland Curbside Hotline. This phone service was developed to provide quick answers to residents regarding the residential curbside solid waste, recycling and yard debris program. Most questions answered over the Hotline are informational in nature and not complaint oriented. When complaints are received, they are forwarded to the enforcement staff for resolution. The volume of phone calls has been formally tracked since July 1992. In 1994 a total of 19,205 calls were handled. The following summary indicates types and proportions (see Figure 7):

- 43% of calls were to identify a customer's garbage hauler.
- 17% of calls were for information on preparation of recyclable materials.
- 15% of calls were general questions about the program, including commercial or multifamily, or inclement weather.
- 9% of calls were for information on yard debris recycling.
- 9% of calls were for information on recycling materials not currently accepted in the residential program.
- 6% of calls were reporting missed collection of garbage, recycling or yard debris.
- 1% of calls were for information regarding rates.

### CUSTOMER CONCERNS:

The City Auditor's Service Efforts and Accomplishments Report for 1993-94 states that "citizens continue to rate the quality of garbage and recycling services high, but are less pleased with the cost of these services" (Figure 8). Customer complaints received by the Solid Waste & Recycling Program decreased from 571 in 1993 to 465 in 1994, a 19% reduction (Figure 9). It should be noted that 76 of the customer complaints were generated from one franchisee that serves less than one percent of Portland customers.

Despite the higher level of customer satisfaction, Solid Waste & Recycling Program staff recognize the need for further improvements. Besides working on more effective remedies for specific problems, such as reducing the number of missed collections, developing an improved overall customer service ethic is a top priority for the program.

## **ENFORCEMENT OF RESIDENTIAL FRANCHISE AND ADMINISTRATIVE RULES:**

In the process of developing the franchise system, Solid Waste and Recycling staff wrote a series of hauler expectations and responsibilities into the franchise, the City Code and the administrative rules for the program. Failure to comply with these standards could result in a warning, a civil penalty, conditional forfeiture of the franchise, or immediate forfeiture of the franchise depending on the severity of the infraction(s). The Solid Waste and Recycling Program has two field representatives whose duties include following up on customer complaints and ensuring that the franchisees are in compliance with the City Code and Administrative Rules. To date, the majority of the enforcement efforts have been spent on the following issues:

- Responding to customer complaints about timely and proper collection of solid waste and recyclable materials and billing issues. Follow-up by field representatives is most frequently required for extra charges billed to customers, rates charged by haulers, schedules for collection, services for the disabled, and explanation of overweight container rules and recycling requirements.

Follow-up requires sending out notices of possible infraction and subsequent investigation. In 1994, the following actions were taken by the enforcement staff:

- Notices of Possible Infraction sent to residential franchisees: 16
  - Investigation resulting in no infraction: 6
  - Investigation resulting in issuance of notice of infraction: 10  
(Note: 6 of these infractions were issued to one franchisee)
  - Visiting Residential Franchisee's offices and work sites to check on changes to company operations and procedures, meet office staff, check phone logs, collect copies of materials and forms used by the company for billing, and to ascertain problems which the company may be encountering.
  - Verifying which properties are covered by Residential Franchise agreements (i.e. single family dwelling to four-plex) at the request of the Franchisee.
- Notifying residential franchisees and commercial permittees about delinquent monthly and quarterly reports and ensuring timely submittal.

**ENFORCEMENT OF CITY CODE REQUIRING OWNERS OF RENTAL PROPERTY TO SUBSCRIBE TO GARBAGE SERVICE:**

The Solid Waste and Recycling Staff is working in cooperation with the Bureau of Buildings to enforce State law (ORS 90.320 g.) and Portland City Code (29.20.140) which require owners of rental property to subscribe to and pay for garbage service. To complete this task, the enforcement staff has been researching property ownerships then sending letters to owner-occupied addresses and owners of rental properties who are not subscribing to garbage service. The letter to all owner-occupied addresses describes garbage and recycling services available as well as provides the residential hauler's name and phone number. In the case of rental properties, a letter is sent to the owner of the property explaining the State law and City Code. This letter further requires the owner to sign up for garbage service within two weeks of the letter to avoid enforcement action. Enforcement, in this case, will be carried out by the Bureau of Buildings through a site inspection and a fine if necessary.

In the letters, rental property owners are asked to notify Solid Waste and Recycling staff of vacancies, change of ownership or if they have questions. Changes are made to the list of rental properties without garbage service during a two week period. A list is sent to the appropriate franchisee at the end of the two week period to verify which rental properties have started service. Those addresses that have not started service are then provided to the Bureau of Buildings for enforcement action.

To date, a total of 4,972 letters have been sent to addresses from 38 of the 57 franchisees.

**RESIDENTIAL RATE REVIEW PROCES**

Following the completion of the first year of operations of the residential franchise, a first year rate review, as specified by Section 8 of the Franchise Agreement, was conducted during the Spring of 1993 culminating in rate recommendations to City Council. These rate recommendations included service changes to upgrade the yard debris program to bi-weekly collection and to add scrap paper to curbside recycling. The changes were approved by Council and went into effect July 1, 1993.

Section 8A(4a.) of the Franchise Agreement also permits the City to perform an extraordinary rate review at any time, if it has reasonable cause to believe that the current rate schedule results in an average operating margin for all franchised haulers to vary by more than one percent from the 9.5 percent stated in the Franchise Agreement. Staff conducted an extraordinary rate review in spring 1994 which resulted in the adoption of the current rate schedule effective July 1, 1994. The methodologies used and results of the 1994 rate review are detailed in the report to the City Council entitled "Residential Solid Waste and Recycling Rate Study, May 18, 1994."

## MULTIFAMILY RECYCLING:

Portland haulers have been required since mid-1987 to provide recycling collection service to multifamily customers (primarily owners) in complexes which have five or more units and who request such service. The City began a more intensive multifamily recycling program in July 1989. This program has been providing interested property owners with recycling containers, technical support and education for residents and managers (Figure 10). The following are the goals and achievements of the multifamily recycling program:

- by the end of FY 93/94, the City had provided recycling systems for over 60% of Portland's multifamily units, over 33,853 units at 1067 sites;
- by the end of FY 94/95, 308 additional sites are scheduled to receive recycling systems, bringing the total to 1375 sites;
- through January 1995, the City has provided manager training for 614 multifamily owners/managers representing 702 sites; and
- Solid Waste and Recycling and the Energy Office publish a quarterly recycling newsletter for multifamily owners.

Over the next year and a half, the City anticipates offering recycling systems to all multifamily complexes which remain without recycling. Additionally, the City will develop and adopt minimum acceptable standards for multifamily recycling systems to be effective January 1996.

## PLANNING FOR INCREASED COMMERCIAL RECYCLING:

Along with managing the residential program, Solid Waste and Recycling staff have been engaged during the past year in an intensive effort to develop a plan to increase recycling and waste diversion in the commercial sector.

The 1993-94 Management Report section on Commercial Recycling ended by listing the final alternatives selected by the Commercial Workgroup for further consideration. Since that time a great deal of progress has been made in the formulation of a commercial recycling plan which was presented to Council on February 15, 1995. Details of the recommended commercial recycling program are outlined in the report to Council "Commercial Recycling Improvements, February 1995."

To review briefly, the final alternatives selected in early 1994 by the Workgroup for further evaluation were:

### **Small Businesses (two cubic yard container or less)**

1. Include them in the existing residential franchise.
2. Provide containers for recycling, intensive education, include recycling line item on the bill, require generators to recycle, enforce recycling requirement.
3. Require them to recycle, intensive education, enforce the recycling requirement.

### **Medium Businesses (two- to eight-yard containers)**

1. Provide containers for recycling, intensive education, include recycling line item on the bill, require generators to recycle, enforce recycling requirement.
2. Require them to recycle, intensive education, enforce the recycling requirement.
3. Develop non-exclusive franchises, regulate garbage and recycling rates, intensive education.
4. Regulate garbage and recycling rates, intensive education.

### **Large Businesses (over eight yard, and compactor service)**

Same as the four alternatives for medium businesses, plus a 12-13 month phase-in of the medium business Alternative One.

Once the final alternatives had been selected, another 35 presentations were made at meetings of various neighborhood business associations, BOMA, the Chamber of Commerce and others. The purpose of these presentations was to let the business community know which alternatives were still being considered, and to hear reactions and comments to the various alternatives still on the table.

During this time, from January 1994 until September of 1994, Waste Matters, a consulting firm under contract to the City, completed a Commercial Cost of Service Study. This study incorporated data from: a generator survey of over 1,900 of the 20,000 commercial generators in the City, a time and motion study of 25 commercial garbage and recycling routes in Portland, information on the direct costs associated with garbage and recycling collection (truck cost, wages, insurance, and overhead), and the latest data from Metro's commercial waste composition study.

Using the information compiled on each of the various cost components, the consultant calculated the haulers' current costs of providing garbage and recycling collection to the

commercial/multifamily sectors. (Note that this is cost, as distinct from price). Once the baseline costs had been established, the final alternatives were modeled against this baseline. These cost figures were based on actual expense factors, not on the unpredictable prices currently being charged to customers.

Use of computer modeling allowed a direct comparison of the alternatives to each other, and against the current system. Staff analysis, based on the criteria set forth by the Workgroup, resulted in a recommendation for final approval by the Workgroup.

The recommendation, approved by the Workgroup at the November 17, 1994 meeting, is as follows:

**Small Businesses:** All nonresidential generators having garbage containers of one cubic yard or less will be required to recycle, and the requirement will be enforced by the City. The City will purchase "signature" recycling containers for distribution to these generators by their haulers. Intensive education and promotion of this program will be provided by the City. "Signature" containers will be two or three types/sizes and have a standardized appearance. These containers will be recognizable in the community as a symbol of recycling and community participation, as the residential yellow recycling bins have become.

**Medium/Large Businesses:** All nonresidential generators having garbage containers larger than one cubic yard will be required to recycle, and the requirement will be enforced by the City. Recycling containers will be supplied by the haulers of these medium/large businesses. Intensive education and promotion of this program will be provided by the City.

**Multifamily:** All multifamily owners (five or more units) will be required to provide on site recycling systems for tenants. The City will enforce this requirement. No recycling plans will be required. As noted earlier in the section "Multifamily Recycling," nearly all multifamily complexes in the City are expected to have received recycling container systems by the end of 1995. The majority of these recycling systems have been provided by the City's program, with the remainder provided by haulers and multifamily owners.

With Council's adoption of the Resolution on February 15, 1995, calling for all businesses to recycle by January 1996, Solid Waste and Recycling staff will begin the process of creating a detailed commercial recycling plan for Council consideration in the Summer. That process will continue to seek input from the business community and haulers.

Staff will convene an Implementation Team of about 20 individuals. Membership will consist of representatives from businesses, haulers, and environmental organizations. Their task will be to work out the details of the requirement that all businesses recycle.

Topics for discussion and clarification include:

- The creation of a form for businesses to complete showing which items they plan to recycle and how.
- Decisions on how businesses in multi-tenant buildings and strip malls will be treated. (e.g., one plan per business, or one plan per building/mall?)
- Administrative Rules governing the collection of commercial garbage and recycling.
- City Code, Chapter 17.102 governing Solid Waste and Recycling.
- Creation of an intensive educational/outreach program to inform businesses of the new requirements, and assist them in completing their recycling forms.

At the same time, staff will work in a separate group with multifamily owners to formulate the particulars of the multifamily program and regulations.

### **Construction and Demolition Waste**

Although the Workgroup did not directly address construction and demolition waste in the deliberations, it is a component of the commercial waste stream. Staff envisions that construction and remodeling businesses will be required to recycle not only at their offices, but at the job site as well.

### **Outreach, Education and Promotion**

Education/Promotion and program assistance will be the hallmark of this program. Both the Commercial Workgroup and staff agree that a majority of Portland businesses will comply without any need for enforcement action. In keeping with the cooperative spirit established early in the process, enforcement will play a minor role in getting businesses to recycle more. Instead staff will concentrate its efforts on working cooperatively with the business community to help them comply with the new requirement.

With Council passage of the Commercial resolution, staff will create a brochure for distribution to all businesses informing them of the requirement to recycle by January 1996. The brochure will include information on the timeline the City expects to follow in implementation of the recycling requirement. Contact names and phone numbers will be included should the recipients desire additional information.

After this initial brochure, staff will work on the creation of more detailed informational pieces as the Implementation Team further defines the program. Current plans call for brochures to be created for specific business types. Each brochure will address the new program, materials specific to a business type and information on how a business can comply with the new City requirement to recycle.

Other more interactive outreach efforts will focus on peer match programs where, for instance, a restaurant owner will talk before a restaurant group about successful recycling strategies for this type of business. In addition, it is anticipated teams of canvassers will go into the business community to assist businesses with completing the recycling form and answer questions about the new program.

Peer match activity, canvassing, and other outreach efforts will begin in the Spring and continue through the Fall of 1995. With this much lead time, staff anticipates that the majority of businesses in Portland will be in compliance by January, 1996.

### **Measurement**

Staff will measure the effectiveness of the requirement for generators to recycle by several methods. Staff will compare the number of businesses that recycle under the new program to the number recycling currently. In addition, changes in the number of materials being recycled will be monitored. Total tons recycled per quarter will also be compared over time. Staff will also attempt to compare recycling levels by business type (SIC code), although data on recycling by specific business type is limited.

Staff will develop a system for analyzing tonnage data from independent recyclers. Since there are several hundred of these entities, it may not be feasible for the City to require them to begin reporting volumes directly to the City. Most of this data is already reported to Metro and/or DEQ in region-wide aggregate form. Staff will work with those agencies to use their data system to calculate volumes collected from businesses in Portland.

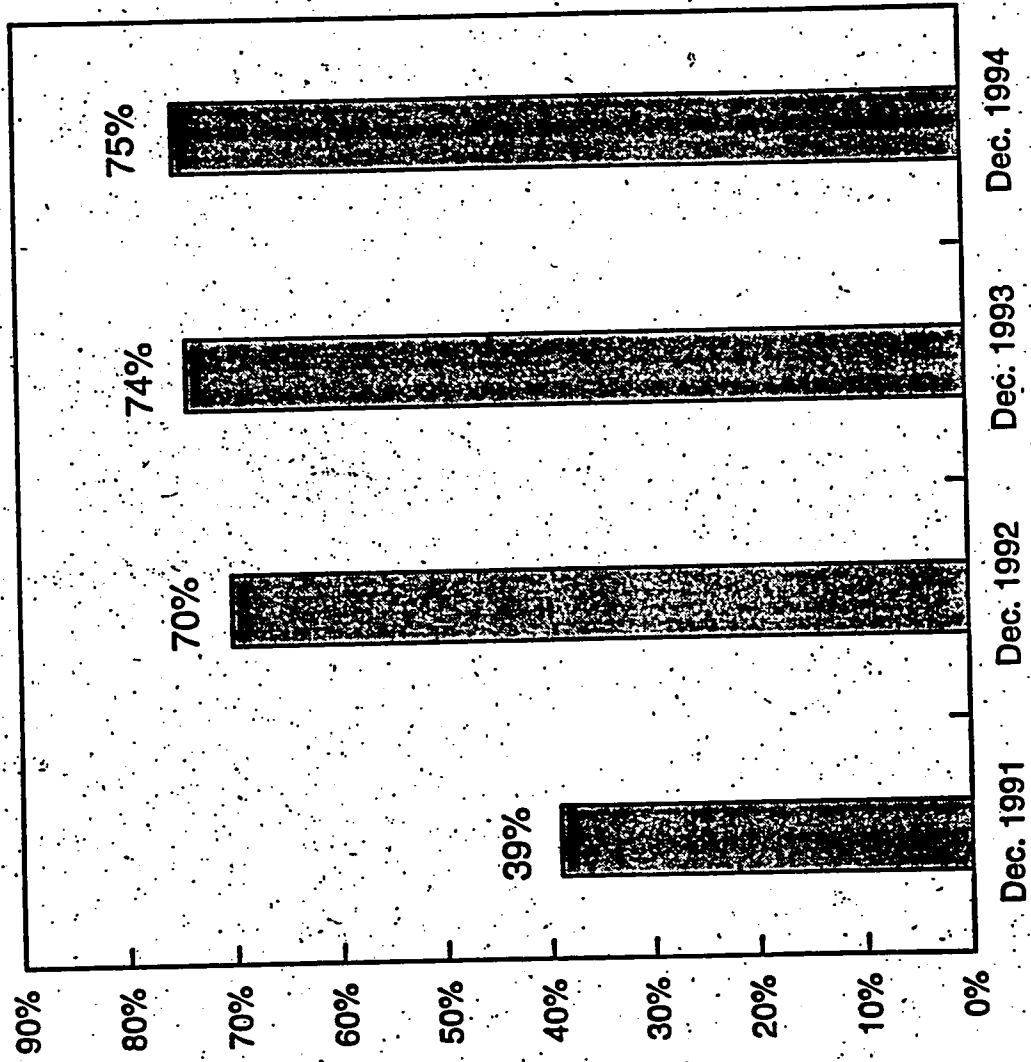
The City will also measure the amount of waste disposed at transfer stations over time, and use Metro's waste composition studies for information on changes in volumes of commercially generated materials disposed.

### **Subsequent Final Council Action**

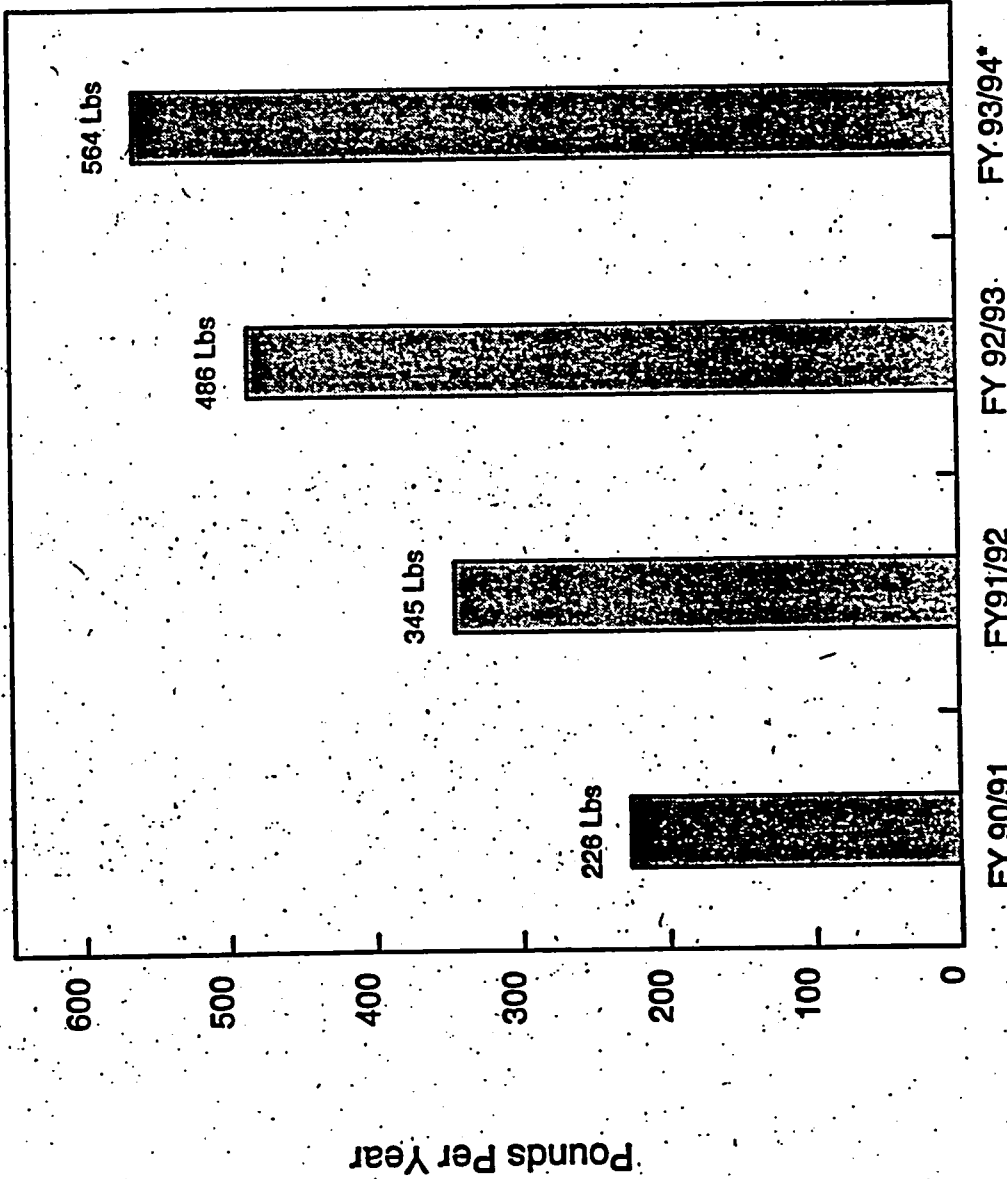
It is anticipated that the final Ordinance containing details of the requirement to recycle will go before Council by June 30, 1995.



**Figure 1 -- Residential Recycling Participation Rates**

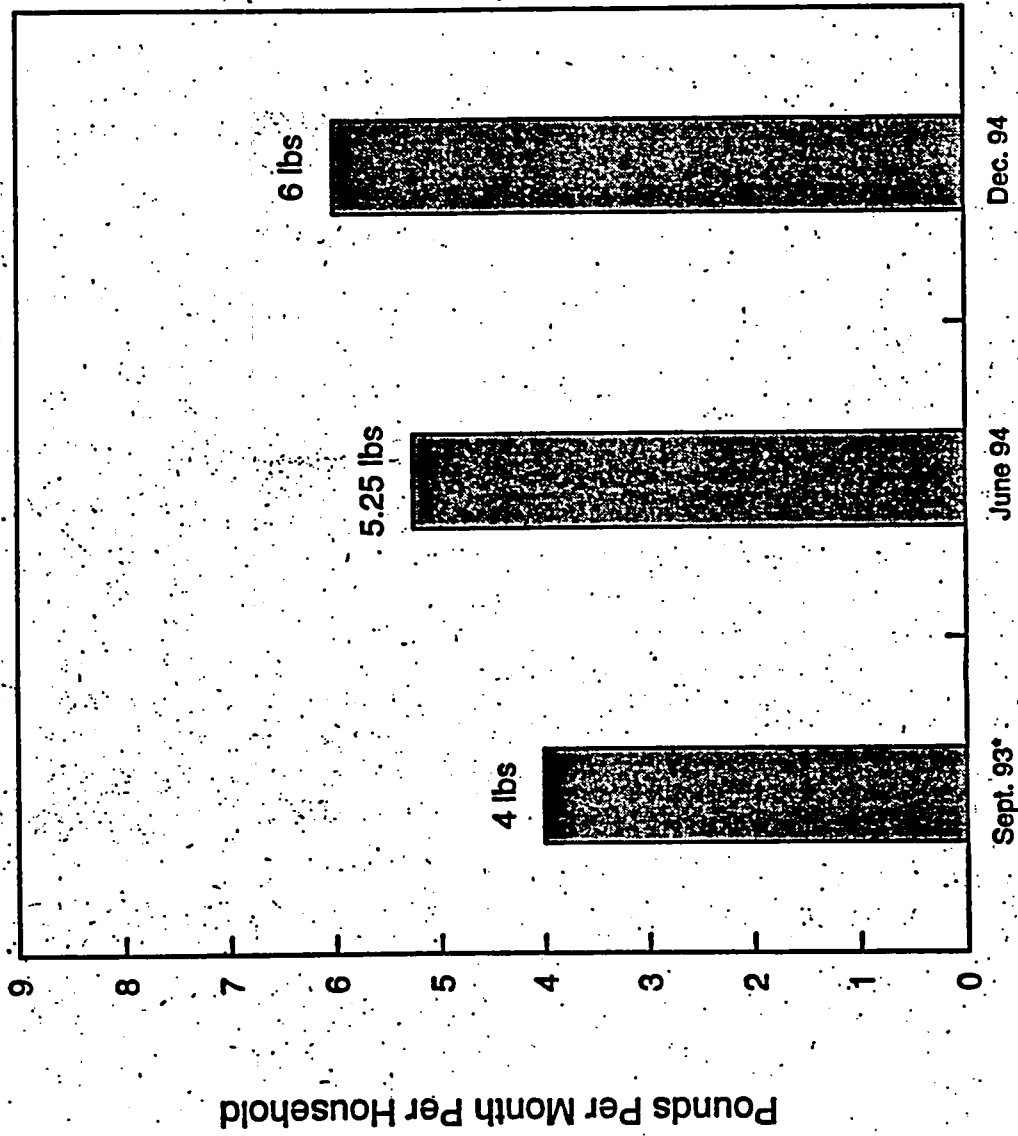


**Figure 2 -- Pounds of Recyclable Material Diverted Per Customer Household (Not Including Yard Debris)**



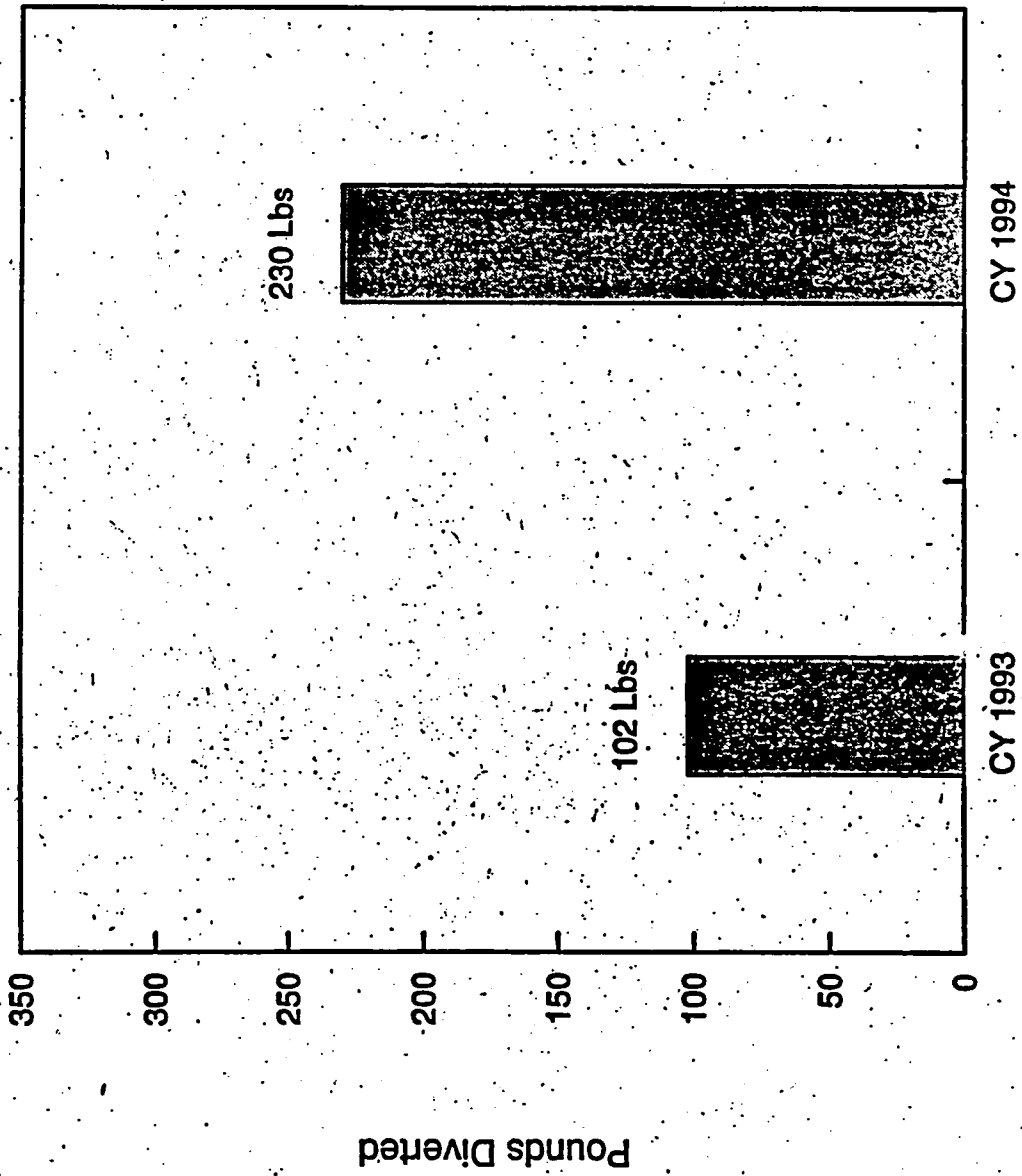
\* For calendar year 1994, 590 pounds of recyclable materials was collected per customer household

**Figure 3 -- Average Monthly Pounds Per Household of Scrap Paper Recycled**



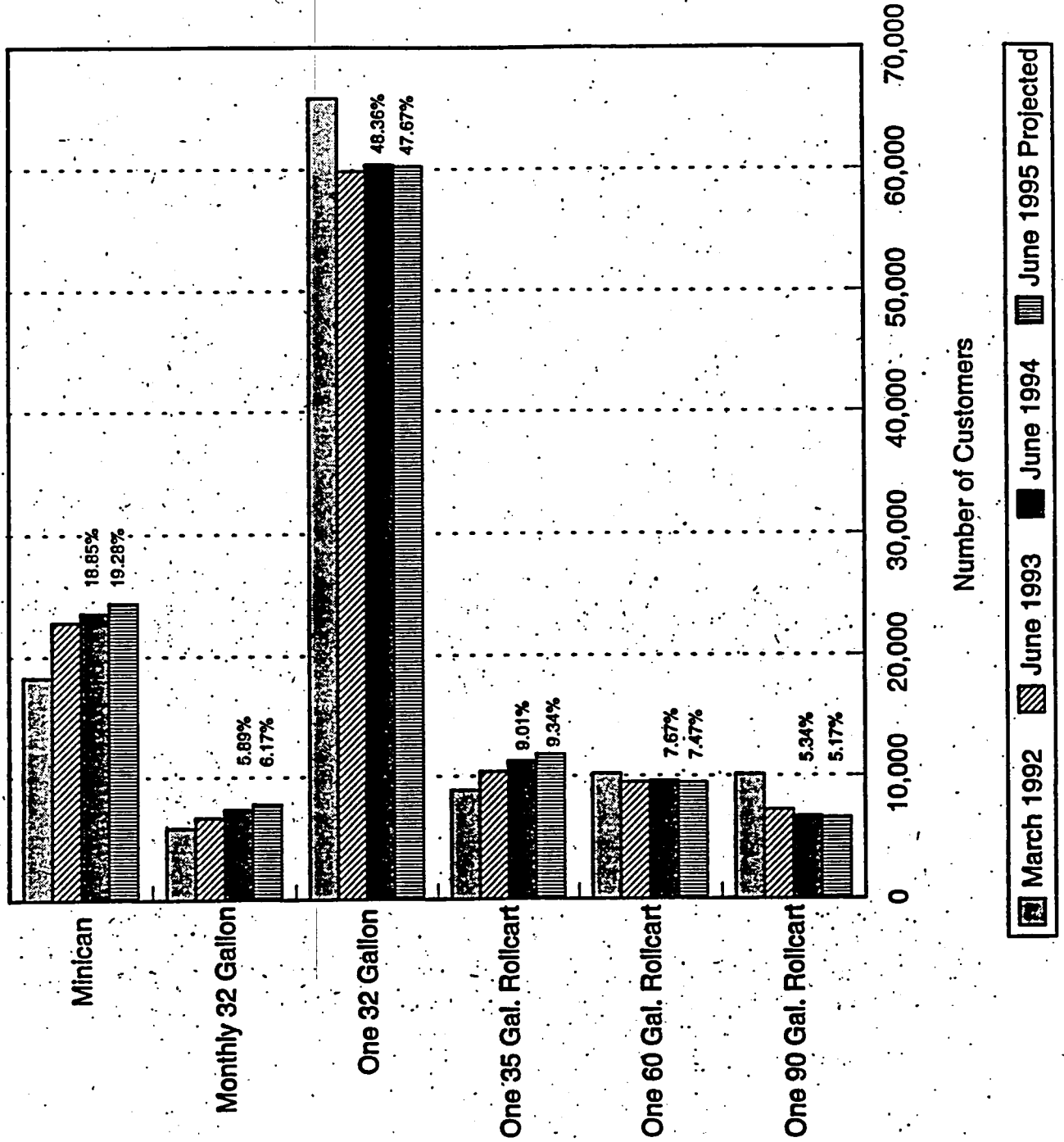
\* First month of program implementation

**Figure 4 -- Pounds of Yard Debris Diverted Per Household Per Year**



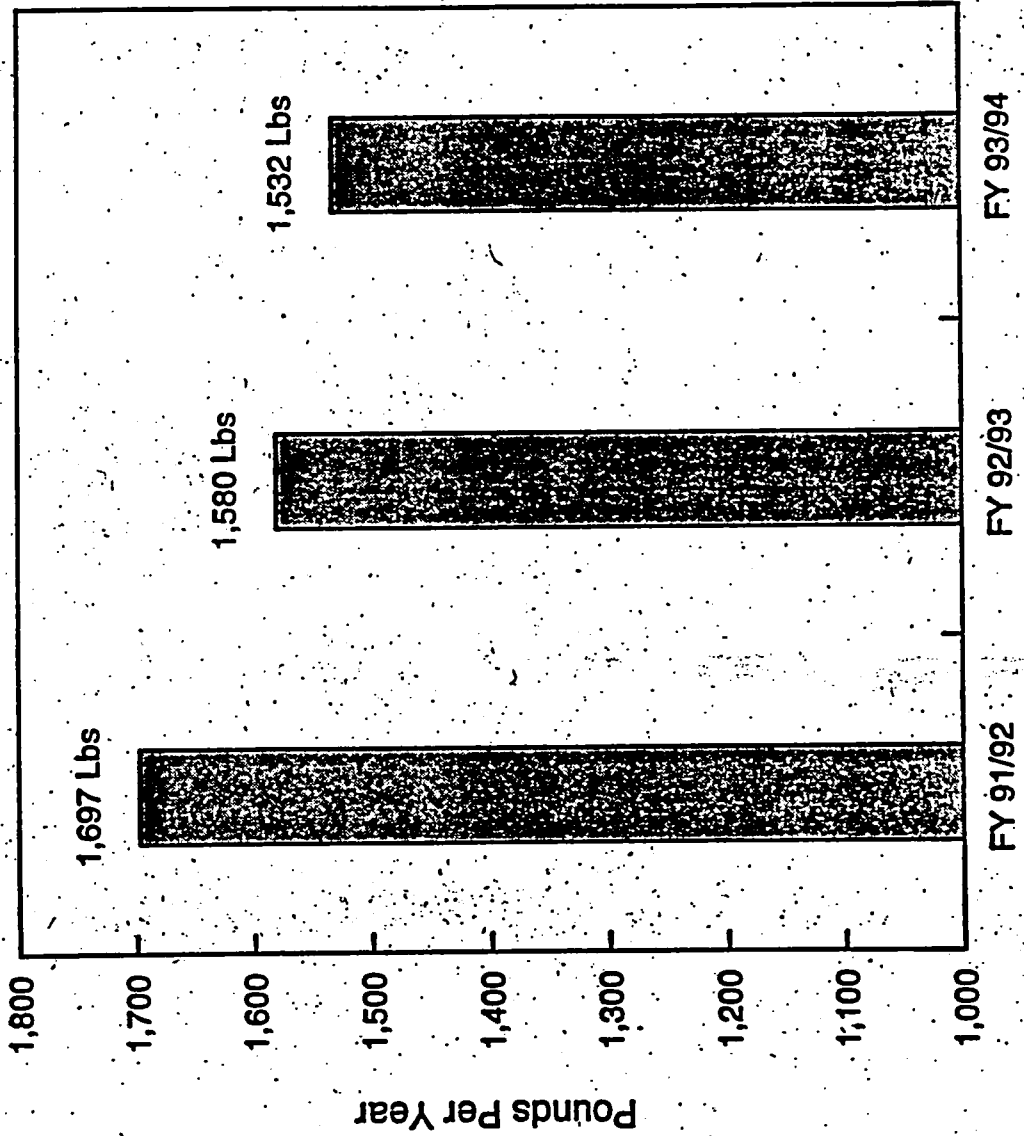
**Figure 5 -- Actual and Projected Customer Counts by Service Level**

March 1992 to June 1995



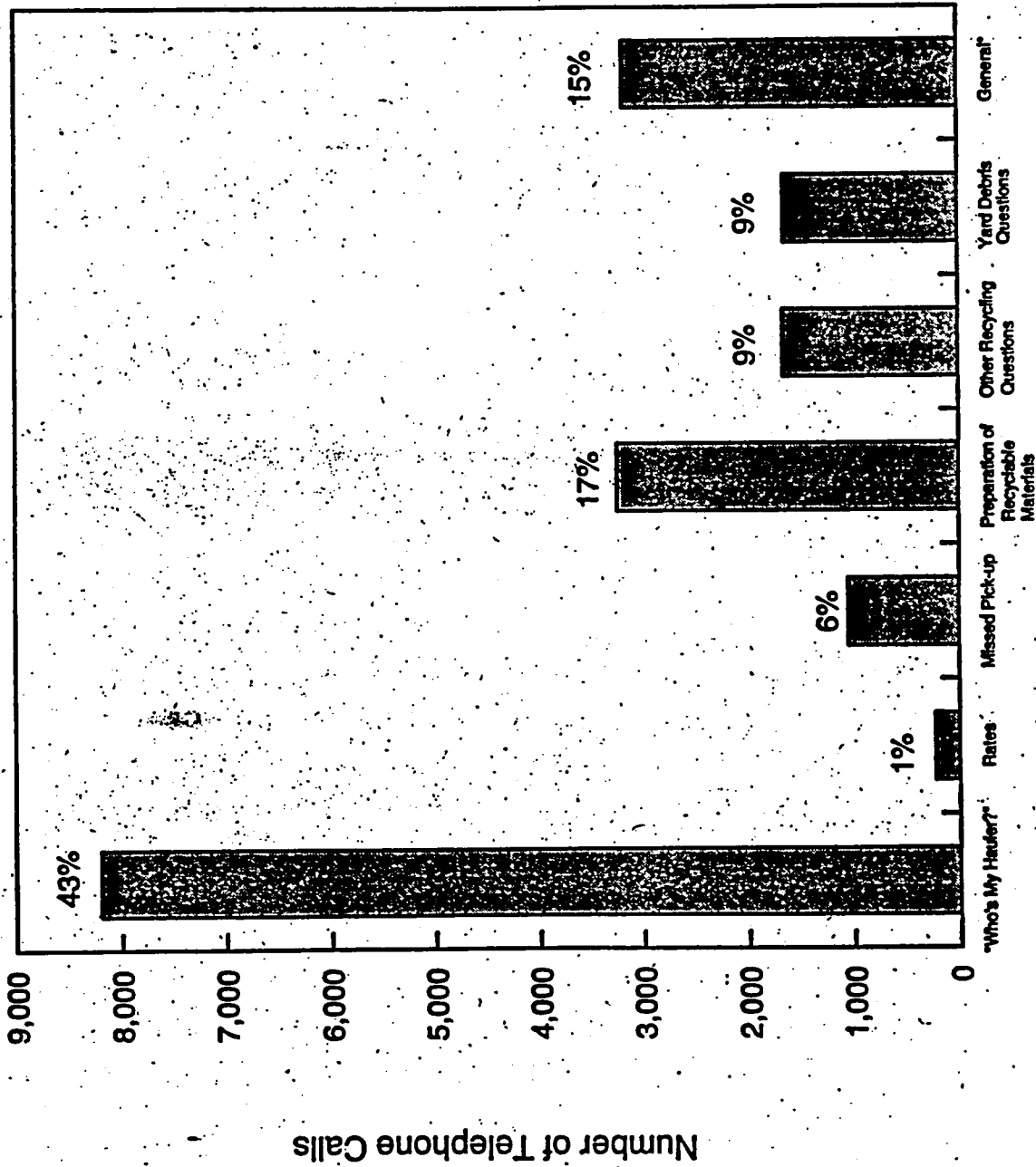
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**Figure 6 -- Residential Pounds of Solid Waste Disposed Per Customer Per Year**



**Figure 7 -- Most Common Calls Logged By The Portland Curbside Hotline**

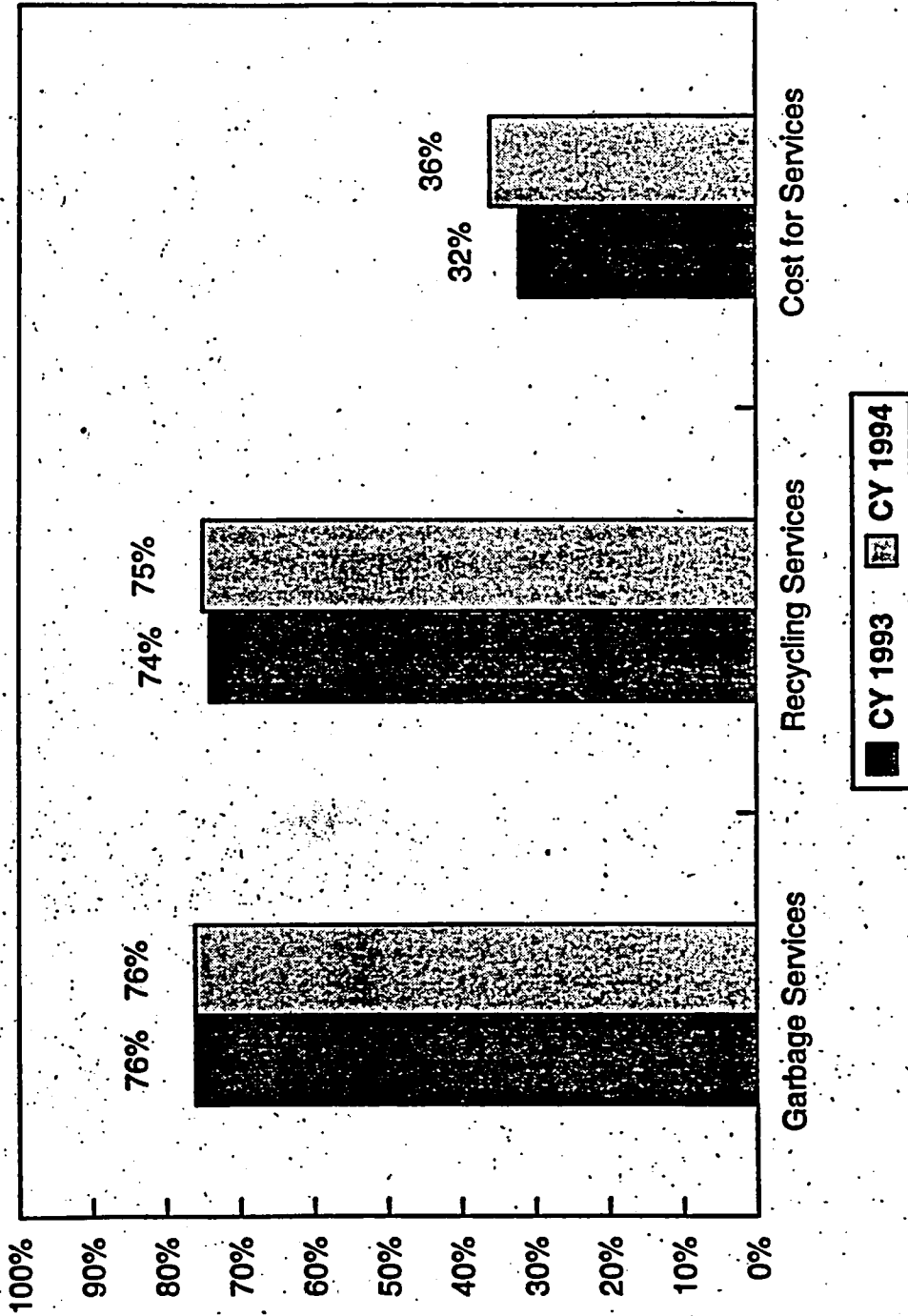
For Calendar Year 1994



\* Includes questions relating to commercial/multifamily services, inclement weather, etc.

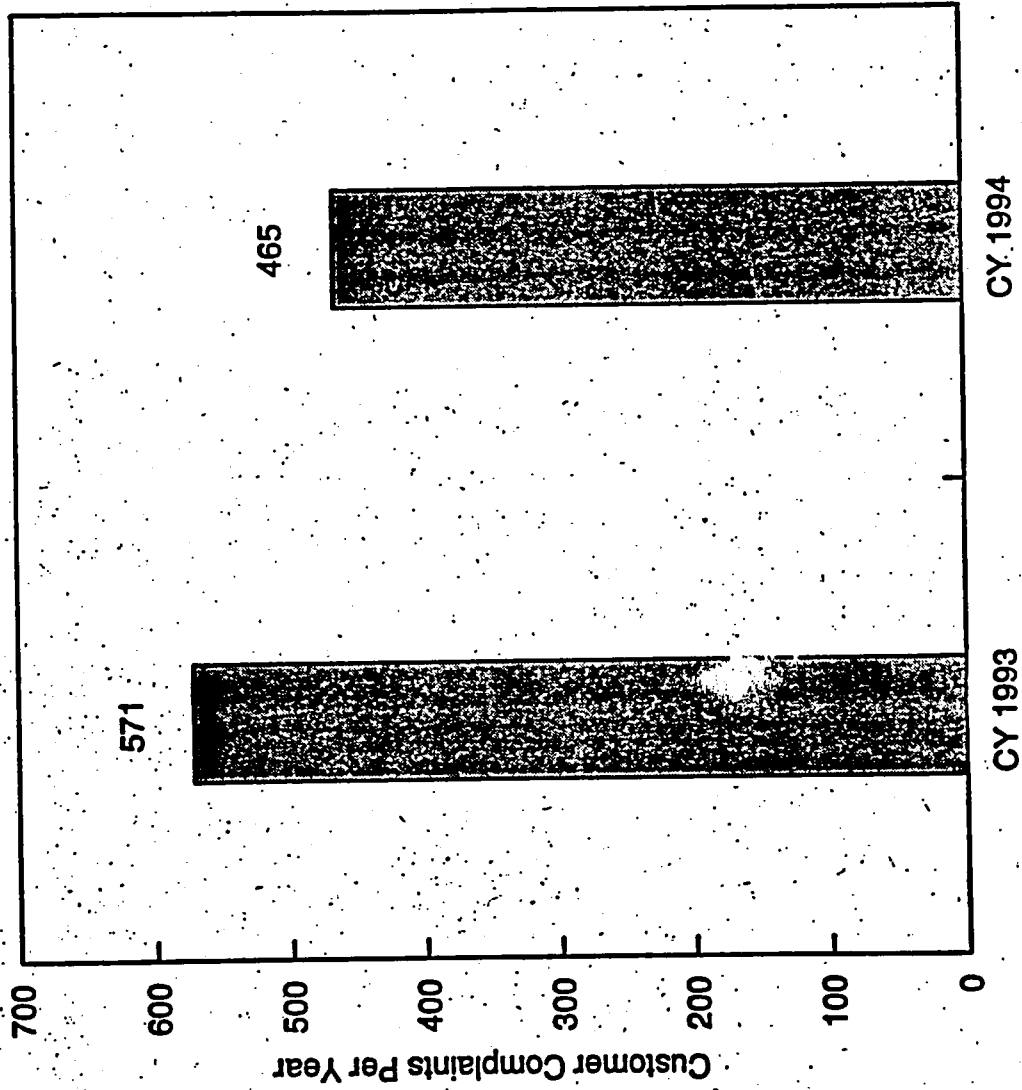
**Figure 8 -- Residential Customer Satisfaction With Solid Waste and Recycling Services**

*Percent of Citizens Who Rated Services "Good or Very Good"*

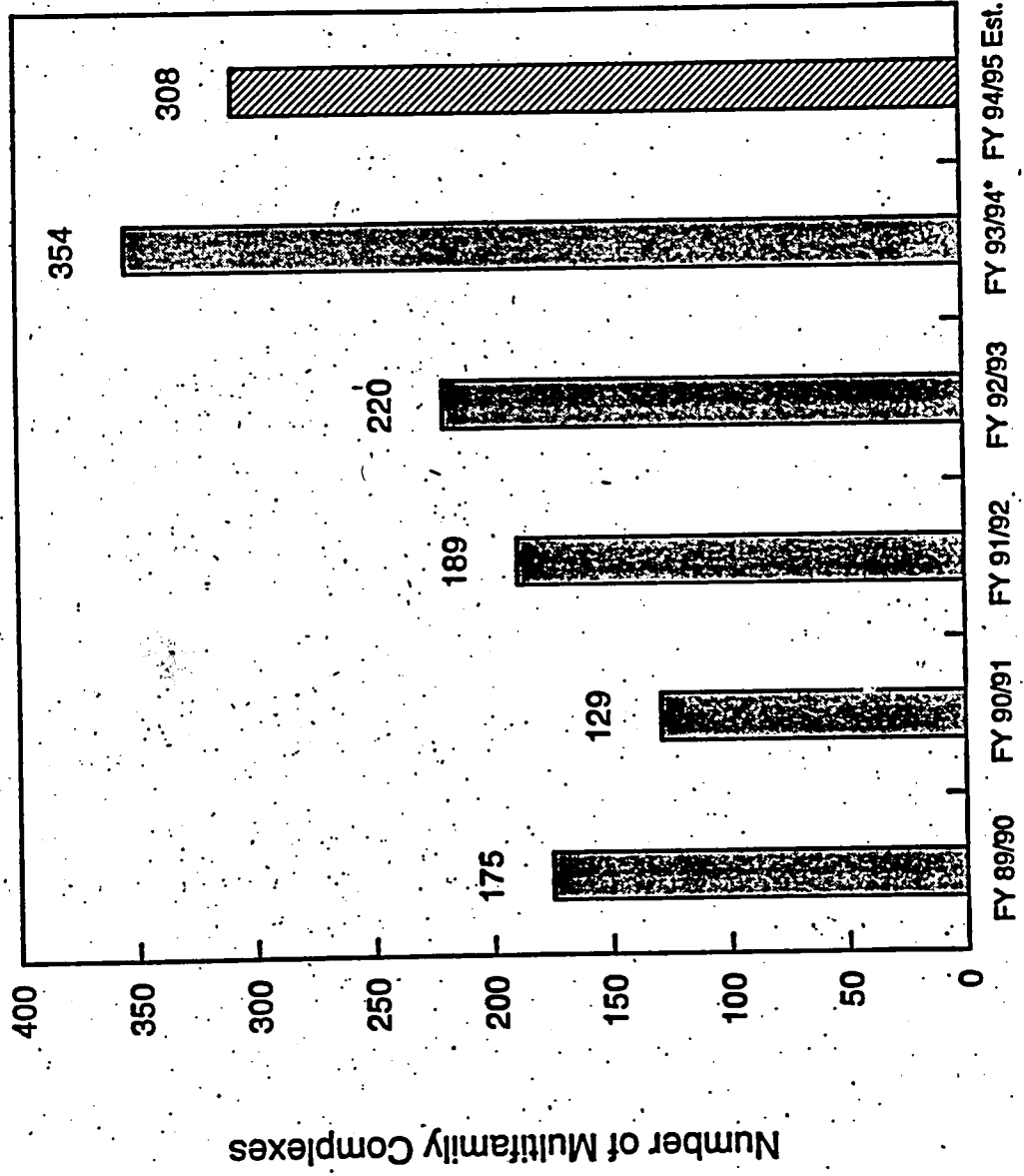




**Figure 9 -- Residential Customer Concerns Reported to City Solid Waste and Recycling Staff**



**Figure 10 -- Multifamily Recycling Program - Number of Multifamily Complexes Provided Recycling Systems During Each Fiscal Year**



\* Total number of multifamily units with access to recycling systems by the end of FY 93/94 is estimated to be 33,853



**AGENDA ITEM 4.2**  
**Meeting Date: March 21, 1995**

**Briefing on Contract Between Tri-Met and the Zoo for Valet Parking**



**INTERGOVERNMENTAL COOPERATIVE AGREEMENT  
WESTSIDE CORRIDOR PROJECT AND  
THE METRO WASHINGTON PARK ZOO**

**AGREEMENT FOR PROVISION OF VALET PARKING SERVICES  
AS MITIGATION FOR THE LOSS OF  
ADDITIONAL PARKING AT WASHINGTON PARK**

**METRO AGREEMENT NO.:**  
**TRI-MET CONTRACT NO.: 95-0651 C0518**

**THIS AGREEMENT is made and entered into by and between THE METROPOLITAN SERVICE DISTRICT (METRO), acting by and through the METRO WASHINGTON PARK ZOO, hereinafter referred to as "ZOO" and the TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON, a public transit agency acting by and through its Board of Directors, hereinafter referred to as "Tri-Met".**

**W I T N E S S E T H**

- A. The Zoo, The World Forestry Center, The Oregon Museum of Science and Industry (OMSI) and the City of Portland Parks Bureau are collectively referred to herein as "Washington Park Institutions".**
- B. Tri-Met and the Oregon Department of Transportation (ODOT) are constructing joint transportation improvements in the corridor extending from central Portland to the Westside suburban communities that include the Cities of Beaverton and Hillsboro, identified as the region's number one (1) priority transportation project.**
- C. Tri-Met has entered into a Full Funding Grant Agreement with the Federal Transit Administration (FTA) for a fixed budget of \$688 million for this project. The Project is subject to the budgetary limitations, terms and conditions included in the grant agreement.**
- D. Tri-Met, Washington Park Institutions and the City of Portland have worked together to address various concerns related to this Project during and after the period of construction. The City of Portland Type II Land Use permit No. CU 93-00105 addresses certain concerns related to construction impacts, in particular the loss of parking in the vicinity of the station to be constructed at Washington Park. Reconstruction of the existing parking lot in conjunction with the new light rail station is addressed in Intergovernmental Agreement No. 94-2034 (Metro) / No. 94-0656I (Tri-Met).**

- E. Construction of the 18 mile light rail transit line includes a three-mile-long tunnel through Portland's West Hills that will pass beneath the various institutions and grounds of Washington Park, including the Metro Washington Park Zoo. A station is being constructed to connect the light rail transit line with these institutions. Construction of that station includes the boring of two shafts to house elevators and service equipment. The original construction plans called for those shafts to be excavated from the bottom (tunnel) up, but changes in the construction schedule have required top down excavation of these shafts.

The revised construction plan will generate more surface activity and a need for a larger construction staging area than previously anticipated. That activity will include 24-hour excavation and loading of trucks with rock and dirt and staging of two large cranes. 44 additional parking spaces, therefore, need to be converted for construction staging.

- F. While the initial parking loss was addressed and is being mitigated in accordance with the City of Portland Type II Land Use permit No. CU 93-00105, this agreement addresses additional measures to be executed by the Zoo and fully reimbursed by Tri-Met to mitigate that additional 44-space loss. These measures are laid out in a letter from Tri-Met to the Washington Park Institutions, dated December 22, 1994, and a supplemental letter of clarification, dated December 29, 1994, included as Attachment A, and made a part of this agreement.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Term of Agreement

The term of this Agreement and all obligations identified herein shall be from January 1, 1995 until such time as the 44 parking spaces in question are fully restored for use by the affected Washington Park Institutions.

2. Zoo Obligations

a. Parking Requirements:

The Zoo hereby agrees to provide valet parking services to compensate for the loss of the additional 44 spaces required for Westside Light Rail Station construction. That service is to be provided for special events, busy "fair weather" days or whenever it becomes evident that parking demand will exceed available parking capacity at Washington Park. The intent is to increase the effective capacity of the temporary 127-space parking lot (located to the southwest of the site) through valet parking. It has been estimated by valet parking professionals that the capacity of that parking area could be increased to approximately 200 spaces, thus more than offsetting the loss of the 44 spaces.

b. **Program Expectations:**

The objectives of a valet parking operation can be summarized as follows:

- 1) Through "compression" or utilization of otherwise inaccessible parking areas, added parking capacity of at least 44 spaces will be achieved. This supplemental capacity need only be exercised as other "self-park" spaces are fully utilized.
- 2) Valet parking would serve equally all Washington Park institutions in proximity to the station construction site on a scheduled or on-call basis. Depending on the size and nature of the event, a drop off point shall be provided at the entrance of any of the concerned institutions. Provision of the service will require close coordination among the Washington Park institutions.
- 3) The valet parking service must be convenient and safe for public use. The service needs to be clearly identified with signs and uniformed staff and service provided in a courteous manner. Any charge for this service shall be set in consultation between Tri-Met and the Zoo and tipping is to be discouraged, as the intent is to make public access to the park as similar to pre-construction conditions as possible.
- 4) There must be full liability protection to the Washington Park Institutions and Tri-Met for auto theft, damage to autos and/or bodily harm resulting from the valet parking operation. This shall be accomplished through the insurance requirements and the indemnity provided in Section 7 below.

c. **Selection of Zoo to Perform these Services:**

Tri-Met solicited and received quotes and proposals from three professional parking companies for this operation; however, it is felt that a service provided by Metro staff could be more responsive and more attentive to quality control. Metro has indeed submitted a cost proposal that is competitive with the private providers. The Metro Washington Park Zoo experimented with a form of valet parking last summer with Metro staff trained by a private consultant. That training would be reapplied to achieve the desired parking "compression" at the temporary parking lot. In this way, it is felt that responsive, customer conscious and effective service can be provided, meeting the desired mitigation objectives noted above.

d. **Scope and Cost of Services:**

The Zoo is to provide all parking and supervisory staff, all signs and uniforms and any related provisions required for the efficient operation of this service. The unit pricing and total estimated cost based on projected need is identified



in Attachment B dated December 12, 1994, with amendment for inclusion of insurance costs, which is hereby made a part of this agreement.

e. **Cost Control:**

The Zoo shall exercise practical means to control the cost of the valet parking operation to include:

- 1) Initiate valet parking only when full utilization of the balance of the parking facilities is likely, based on weather, the nature of the event, or day of the week/holidays drawing on past experience among the Washington Park Institutions.
- 2) Track chargeable time of valet parking staff. Any staff held over from valet parking operations for other work at the Zoo shall charge their time accordingly. Valet parking staff shall be dismissed or reduced in numbers in a timely manner as valet parking needs change, subject to minimum work hours provisions.
- 3) Zoo staff shall explore practical means to reduce the cost of the valet parking operation, including but not limited to refining the hours of operation, modifying the staging operation or vehicle drop-off points, utilization of radios or other means. Modifications may be suggested and reviewed by the Washington Park Institutions and Tri-Met at the weekly coordination meetings.

3. **Tri-Met Obligations:**

a. **Reimbursement for Services:**

Tri-Met will reimburse the Zoo in full for costs related to the operation of the valet parking service per proposal submitted by the Zoo (Attachment B) and amended to identify additional insurance costs. Valet parking service and insurance costs shall be itemized and billed to Tri-Met's Westside Project on a monthly basis. Invoices shall be payable within 30-days after receipt.

b. **Budget:**

The budget for this Agreement is not to exceed \$245,000. It is understood that this budget is based on a scenario defined in Attachment B which is based on greatest need for these services plus some allowance for insurance cost. Tri-Met and the Washington Park Institutions will periodically assess the valet parking for both effectiveness and cost. Practical means of reducing this budget will be explored, particularly should it be apparent that the projected cost of this service will exceed this budget.

4. **Trial Period:**

Given the unique requirements of this effort and demands likely to be placed on the

Zoo as the parking service provider, it has been proposed that the service be provided by the Zoo on a 3-month trial basis. After three months, the cost and effectiveness of the operation will be assessed and the alternative decision made to:

- a. Continue and/or modify the operation as conducted by Metro staff.
- b. Seek continued operation through a private parking provider.
- c. Replace or supplement the valet parking operation with an alternative strategy.

This outcome will be determined by consensus of Tri-Met and the Washington Park Institutions.

5. Weekly Coordination Meetings:

Coordination meetings shall be held weekly, open to Washington Park institutions, and attended by Tri-Met Community Affairs and Construction Management staff as required, for the purpose of anticipating the next week's events, weather and valet parking needs. These meetings shall also be used to address construction related concerns (traffic, noise, dust) and to assess the parking mitigation efforts. It is proposed that these meetings be held Mondays at 1:00 pm at Zoo offices or mutually agreed location at Washington Park.

6. Supplemental Parking Services:

Additional parking services provided at the discretion of the Washington Park institutions beyond those required to mitigate the loss of parking due to Westside Light Rail Construction will be the responsibility of those institutions. A fee may be charged for that supplemental service, but shall be distinguished from that identified in this Agreement. Tri-Met will not provide reimbursement for those services. Such an arrangement will be discussed and issues resolved at the weekly coordination meetings.

7. Indemnity:

Zoo shall indemnify and hold harmless Tri-Met and the other Washington Park Institutions, their directors, officers, employees and agents, against any and all claims and demands arising from the valet parking operation, except to the extent of the negligence of Tri-Met and any Washington Park Institution or any of their contractors. In the event of concurrent negligence, involving Tri-Met or its agents or contractors, the insurance and indemnification provisions of the Design and Construction Agreement for the Parking Lot between Metro and Tri-Met shall control and the insurance and indemnification provisions of this Agreement shall not apply. In the event that a claim is based on the sole negligence of the Zoo or its valet contractor, the Zoo shall at its own expense defend Tri-Met and the other Washington Park Institutions, their directors, officers, employees and agents against any and all suits or actions arising from the valet parking operation, including all appeals therefrom, including attorney's fees at trial or on appeal.

If the Zoo uses a private company as the valet operator it shall be required by the Zoo to obtain a general commercial insurance liability policy from an insurance company licensed in the State of Oregon, which policy shall be a combined single limit of not less than \$2 million. Such policy shall also name as additional insureds each Washington Park Institution and Tri-Met. If the Zoo provides the service directly, the Zoo may provide this coverage through Metro's Self-Insurance Program or by securing such a policy.

8. Federal Requirement:

This Agreement is in part funded by a financial assistance agreement between Tri-Met and the U.S. Department of Transportation, Federal Transit Administration. This Agreement is subject to all provisions prescribed for third party contracts by that financial assistance agreement, including, but not necessarily limited to, the provisions in Attachment C.

9. Maintenance of Records:

Metro will maintain documentation of all valet parking service costs such that Tri-Met, if it so desires, can verify billings. Tri-Met and Metro shall maintain records as required in Exhibit C, Article 12. Tri-Met shall provide assistance to Metro in determining the FTA record-keeping requirements as necessary in order to assist Metro in complying with FTA requirements.

All reports, data, documents, and results of this study, whether in form of writings, figures, graphs or models which are prepared or developed in connection with this study shall become public property.

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to enter into this Intergovernmental Agreement.

TRI-COUNTY METROPOLITAN  
TRANSPORTATION DISTRICT OF  
OREGON (TRI-MET)


By

  
General Manager

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

Approved as to Legal  
Sufficiency:

By

  
Dean Phillips, Deputy General Counsel

METROPOLITAN SERVICE  
DISTRICT (METRO)

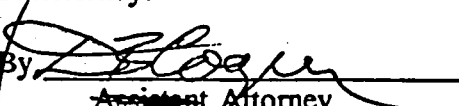
By

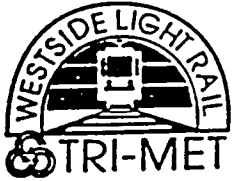
  
Executive Officer

Date: Feb 1, 1995

Approved as to Legal  
Sufficiency:

By

  
Assistant Attorney  
GENERAL COUNSEL



WESTSIDE LIGHT RAIL PROJECT  
 710 N.E. HOLLADAY STREET  
 PORTLAND, OREGON 97232  
 (503) 239-2100  
 FAX (503) 239-2280

December 22, 1994

Y. Sherry Sheng  
 Director Metro Washington Park Zoo  
 4001 SW Canyon Road  
 Portland, Oregon 97221-2799

Mark Reed  
 World Forestry Center  
 4033 SW Canyon Road  
 Portland, Oregon 97221

John Sewell  
 City of Portland Parks and Recreation  
 1120 SW 5th Avenue, Room 1302  
 Portland, Oregon 97204

Rod McDowell  
 Oregon Museum of Science &  
 Industry  
 1945 SW Water Avenue  
 Portland, Oregon 97214

Dear Washington Park Institutions:

Tri-Met has recently had discussions with the Metro Washington Park Zoo and the World Forestry Center regarding Tri-Met's need to temporarily occupy an additional 44 parking spaces servicing the Washington Park Institutions for the purpose of light rail station construction. These parking spaces are required, in addition to those already planned to be used for construction staging, because delays in the boring of the twin tunnel from the east have called for top down rather than bottom up (raised bore) excavation of the station and elevator/service shafts at Washington Park.

Tri-Met, the Washington Park Institutions and the City of Portland have already worked together to address the initial loss of parking, manifested in a plan identified in the City of Portland Type II Land Use permit No. CU 93-00105. Measures in that plan are summarized as follows:

1. Continue to supplement route 63 transit service for special events at Washington Park and extend that service to the Sylvan interchange to facilitate transfers from route 57 service from Washington County.

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With the opening of the westbound on-ramp to Sunset Highway a stop at the Washington Park interchange will be established to be served by line 59, operating between the Portland Transit Mall, Washington Park, Cedar Hills and central Beaverton.

2. Co-promote transit services to Washington Park. Tri-Met will promote this service with a dedicated promotional flyer, noting routes, schedules and park and ride access to be distributed through a variety of outlets and with other promotional materials and at events. Channel card on-board buses will also promote this service. A Free Ride Home Plan also will be provided, to be coordinated with Zoo and Forestry Center admissions.
3. Reconfigure the remaining parking for a greater proportion of compact cars. This would provide approximately 30 additional parking spaces.
4. Establishment by June 30, 1995 of employee transportation demand management programs at the institutions to encourage employee use of alternatives to the automobile. The programs must include, at a minimum a subsidy of at least 50% per month for Tri-Met monthly passes or a reasonably equivalent incentive.

Reconstruction of the existing parking lot in conjunction with the new light rail station is addressed in Intergovernmental Agreement No. 94-2034 (Metro) / No. 94-06561 (Tri-Met). None of these obligations are replaced or altered by the provisions of this letter.

This letter presents to all concerned institutions the proposed plan to address and mitigate the additional loss of 44 parking spaces at Washington Park. Several strategies have been discussed, drawing on trial measures employed to date by the Zoo and others, building on the existing Conditional Use permit, and examining some new ideas.

The focus for compensating for the loss of the added 44 spaces is a valet parking operation for special events and busy "fair weather" days at Washington Park. Thus covering these time periods when loss of the 44 spaces would make the supply of spaces insufficient to meet the demand. The intent is to increase the effective capacity of the temporary 127-space parking lot through valet parking. It has been estimated by valet parking professionals that the capacity of that parking area could be increased to approximately 200 spaces, thus more than offsetting the loss of the 44 spaces.

**Expectations:**

The objectives of a valet parking operation can be summarized as follows:

1. Through "compression" or utilization of otherwise inaccessible parking areas, added parking capacity of at least 44 spaces will be achieved. This supplemental capacity need only be exercised as other "self-park" spaces are fully utilized.
2. Valet parking would serve equally all Washington Park institutions in proximity to the station construction site on a scheduled or on-call basis. Depending on the size and nature of the event, a drop off point shall be provided at the entrance of any of the concerned institutions. Provision of the service will require close coordination among the Washington Park institutions.
3. The valet parking service must be convenient and safe for public use. The service needs to be clearly identified with signs and uniformed staff and service provided in a courteous manner. Any charge for this service should be small and tipping discouraged, as the intent is to make public access to the park as similar to pre-construction conditions as possible.
4. There must be full liability protection to the Washington Park institutions and Tri-Met for auto theft, damage to autos and/or bodily harm resulting from the valet parking operation.

Tri-Met solicited and received quotes and proposals from three professional parking companies for this operation; however, it is felt that a service provided by Metro staff could be more responsive and more attentive to quality control. Metro has indeed submitted a cost proposal that is competitive with the private providers. The Metro Washington Park Zoo experimented with a form of valet parking last summer with Metro staff trained by a private consultant. That training would be reapplied to achieve the desired parking "compression" at the temporary parking lot. In this way, it is felt that responsive, customer conscious and effective service can be provided, meeting the desired mitigation objectives noted above.

**Trial Period:**

Given the unique requirements of this effort and demands likely to be placed on Metro as the parking service provider, it has been proposed that the service be provided by Metro on a 3-month trial basis. After three months, the cost and effectiveness of the operation in relation to the above objectives will be assessed and the decision made to:

1. Continue and/or modify the operation as conducted by Metro staff.
2. Seek continued operation through a private parking provider.
3. Replace or supplement the valet parking operation with an alternative strategy.

This outcome will be determined by consensus of Tri-Met and the institutions.

**Billing for Services:**

The service to be provided by Metro on behalf of all of the institutions shall be itemized per proposal already submitted and billed to Tri-Met's Westside Project on a monthly basis. Metro will maintain documentation of the costs of service such that Tri-Met, if it so desires, can verify billings. Invoices shall be payable within 30-days after receipt. The details of the billing, documentation, and payment procedures will be spelled out in a separate agreement, is so requested by Tri-Met.

**Weekly Coordination Meetings:**

Coordination meetings shall be held weekly, open to Washington Park institutions, and attended by Tri-Met Community Affairs and Construction Management staff as required, for the purpose of anticipating the next week's events, weather and valet parking needs. These meetings shall also be used to address construction related concerns (traffic, noise, dust), to assess the parking mitigation efforts and to discuss appropriate remedies for any problems. It is proposed that these meetings be held Mondays at 1:00 pm at Zoo offices or a mutually agreed alternative location at Washington Park.

**Bus Passes and Carpooling:**

Tri-Met will make available to employees of the Washington Park institutions free or at least 50% discounted bus passes to encourage employee use of Tri-Met bus service to Washington Park and to free up parking for public use. The institutions will promote the use of the transit pass by employees and will limit their distribution to those employees making a commitment to use the service. Tri-Met will also provide information and on its carpool matching service to the employees of the Washington Park Institutions.

**Supplemental Parking Services:**

Additional parking services provided at the discretion of the Washington Park institutions beyond those required to mitigate the loss of parking due to Westside Light Rail Construction will be the responsibility of those institutions. A fee may be charged for that supplemental service. Tri-Met will not provide reimbursement for those services. Such an arrangement will

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be discussed and issues resolved at the weekly coordination meetings. In the event of a desire by the institutions to charge a fee for the valet parking supported by Tri-Met as mitigation for the loss of 44 spaces at projected herein, in conjunction with charging a fee for supplemental services not supported by Tri-Met hereunder, the desire to charge for the valet parking shall be discussed at the weekly coordination meetings and shall be subject to a consensus of Tri-Met and the institutions.

**Other Strategies:**

The provisions contained in this letter do not replace or alter the conditions already contained in Tri-Met's Conditional Use Permit for its construction operations. The provisions of this letter are directed at the additional 44-space parking loss. Should these measures fail to mitigate that loss, other strategies will be considered and those strategies will be coordinated with the mitigation plan contained in the conditional use permit. The opening of the westbound on-ramp from Washington Park to Sunset Highway (January 1995) will allow route 59 to stop at that interchange and improve Washington Park access for employees and the public. Additional strategies for possible consideration include:

1. With Portland Parks Bureau concurrence, establish a temporary gravel parking lot on the grassy field between wooded ridges .8 miles north (by road) of the parking area in question on Knights Boulevard. That lot is connected to the institutions by existing trails (Wildwood and arboretum trails) and could additionally be connected by a shuttle van.
2. Supplement/enhance the existing Zoo shuttle operation to remote parking at Sylvan.
3. Further enhance and promote Tri-Met bus connections to Washington Park via route 63 or Sunset Highway (route 59).
4. Extend Tri-Met route 63 to a Westside park and ride lot and promote the use of remote parking at that location for Westside residents.

Tri-Met is not at this time committing to any of these additional strategies. The first course of action will be valet parking and other strategies will be examined should valet parking fail to fully mitigate the additional parking loss. Tri-Met remains committed, however, to fulfilling the plan identified in the Conditional Use Permit.



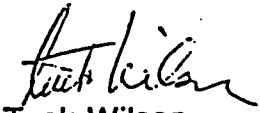
**Duration of Supplemental Mitigation Measures:**

It is estimated that the additional construction staging area will be required for a period of 15 months, beginning January 1995. These supplemental mitigation measures are to be in effect until the staging area is reduced in size to original dimensions.

The revised construction schedule requires that the sound abatement wall be relocated no later than January 2, 1995 at which time the contractor will fully mobilize and bring in the equipment for which the added space is required. We therefore ask that you indicate your agreement to the provisions of this letter by signing the enclosed duplicate in the space provided and return it to me no later than December 30, 1994.

Please contact myself (239-2111) or Phil Selinger (239-2137) with any questions or concerns. We appreciate your continued coordination and support as we bring MAX light rail to Washington Park.

Cordially,



Tuck Wilson  
Executive Director, Light Rail Design and Construction

Approved:

METRO

City of Portland

By: \_\_\_\_\_  
Sherry Sheng

By: \_\_\_\_\_  
John Sewell

World Forestry Center

OMSI

By: \_\_\_\_\_  
Mark Reed

By: \_\_\_\_\_  
Rod McDowell

c: Kathy Kiaunis      Karen Rabiner      Laurel Wentworth  
Neil McFarlane      Amy Carlsen      Joe Gildner  
Phil Selinger      Chris Thomas      Dean Phillips



WESTSIDE LIGHT RAIL PROJECT  
710 N.E. HOLLADAY STREET  
PORTLAND, OREGON 97232  
(503) 239-2100  
FAX (503) 239-2280

December 29, 1994

Y. Sherry Sheng  
Director Metro Washington Park Zoo  
4001 SW Canyon Road  
Portland, Oregon 97221-2799

Mark Reed  
World Forestry Center  
4033 SW Canyon Road  
Portland, Oregon 97221

John Sewell  
City of Portland Parks and Recreation  
1120 SW 5th Avenue, Room 1302  
Portland, Oregon 97204

Rod McDowell  
Oregon Museum of Science &  
Industry  
1945 SW Water Avenue  
Portland, Oregon 97214

Dear Washington Park Institutions:

This letter follows up on my letter of December 22nd concerning measures Tri-Met will take to mitigate the additional use of 44 parking spaces at Washington Park for light rail construction staging.

That letter has been reviewed and approved by the World Forestry Center and OMSI and Portland Parks and Recreation expects to approve it after legal review on January 3rd. There are, however, some remaining concerns raised by the Metro Washington Park Zoo which require attention but do not, we believe, change the December 22nd letter in a major way. We wish to clarify and update that letter and thereby address the Zoo's remaining concerns:

1. **Trial Period:**

The intent of the three month trial period for the valet parking operation is to allow adjustment to this strategy and/or to change strategies in advance of the peak spring and summer seasons at the Park. The forum for this review will be the Weekly Coordination Meetings. We will make every effort to make the Valet parking operation work. The list under this section identifies alternative approaches that could be taken, depending on our mutual assessment of the valet parking operation.

2. **Billing for Services:**

It is noted that the Zoo proposal for provision of valet parking services does not include additional and yet undetermined additional insurance cost. The cost proposal referenced will, therefore, be amended to include those costs. An



agreement with the Zoo will provide for the ability to audit all costs of this operation.

**3. Other Strategies:**

Tri-Met has received indication from Portland Parks and Recreation that temporary parking on park land is not acceptable. This additional strategy proposed for possible consideration is thus dropped from consideration unless all parties concur at a future time that it needs to be reconsidered and discussed with Parks and Recreation.

Tri-Met will undertake immediately the planning and scheduling tasks needed to pull the other additional strategies off the shelf as required in a timely manner, should Valet parking prove less effective than anticipated. The objective is to meet parking needs in advance of peak seasonal activities at the park.

Until the requirements and cost of those additional measures are determined Tri-Met cannot commit to their implementation in any particular form. Tri-Met does, however, commit to provide mitigation for both the original and additional loss of parking. Tri-Met believes the Weekly Coordination Meetings provide an appropriate forum review the mitigation program.

Given the general consensus among the institutions and Tri-Met and the typically low activity level among the institutions during the winter months, Tri-Met will proceed to reposition the sound wall/staging fence during the week of January 3rd.

Project staff will continue to work through with the Metro Washington Park Zoo the details of the valet parking operation, including an agreement addressing the provision of and reimbursement for that service. Please contact myself (239-2111) or Phil Selinger (239-2137) with any questions or concerns. Your assistance is again most appreciated.

Cordially,



Tuck Wilson  
Director, Westside Light Rail Project

c:	Kathy Kiaunis	Karen Rabiner	Laurel Wentworth
	Neil McFarlane	Amy Carlsen	Joe Gildner
	Phil Selinger	Chris Thomas	Dean Phillips
	Andy Cotugno	Doug Butler	



## METRO WASHINGTON PARK ZOO

December 12, 1994

Phil Selinger  
Manager of Third Party  
Agreements  
Tri-Met  
710 N.E. Holladay Street  
Portland, Oregon 97232

Dear Phil:

As we discussed in our meeting, we feel that the zoo will be much more responsive to customers in providing valet service than a third party vendor. Enclosed is the zoo's proposal for providing valet service for the parking lot. I apologize for the delay but it has taken us some time to determine appropriate insurance coverage. Insurance will be provided by Metro and is not additional to the proposed cost. A summary of the attachments follows:

- 1) Proposal--Hourly costs and mobilization costs as shown. Zoo mobilization costs would always be charged the lowest \$300 rate. No additional mobilization costs (nor supervisor costs) would not be charged for World Forestry Center or OMSI if their events were on a day that valet service was in place.
- 2) Worksheet--This shows a projected schedule of need for valet services based on a full year.
- 3) WFC worksheet--This represents an estimate of need for valet services based on the WFC booking calendar.

In our discussions we talked about an alternative to valet service that would compensate the zoo for the value of the spaces, thereby allowing us to use the funds to mitigate parking problems as we saw fit. So we looked at the value

Phil Selinger letter  
December 12, 1994  
Page two

of each space to the zoo two different ways. First, we looked at:

Number of days the parking is full x average party size x turnover x per capita revenue x spaces

$$200 \times 3.5 \times 2 \times \$6.33 \times 44 = \$389,928$$

Secondly, we looked at:

Total annual enterprise revenues / total number of parking spaces x # spaces requested

$$(\$7,136,397 / 1,068) \times 44 = \$294,009$$

Both these alternative calculations represent ways to determine the value to the zoo of the additional spaces requested. Based on these analyses, valet service is a lower cost alternative than providing for the estimated value of the parking spaces.

We do not believe valet service will entirely mitigate the detrimental effect of the additional loss of spaces. Tri-Met's commitment to the development of shuttle locations by May 31, 1995 will be a critical component in our agreement to forfeit the additional spaces.

Please call me if you have any questions.

Sincerely,

  
Kathy Kiaunis  
Assistant Director

Enclosures  
KK:kb

ext. 451

**PRICE QUOTE**

The undersigned hereby offers to provide the services required in the Scope of Services, attached hereto as Exhibit A, for the following prices:

**Mobilization per on-call event**

1. With 3 to 24-hour notice  
(mobilization cost per event) \$ 500.00
2. With 1 to 7 day notice  
(mobilization cost per event) \$ 400.00
3. With greater than 1 week notice  
(mobilization cost per event) \$ 300.00

**Hourly labor cost**

4. Supervisor (per hour) \$ 20.00
5. Valet parking staff person (per hour) \$ 15.00

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

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

Telephones: \_\_\_\_\_

By: \_\_\_\_\_

(signature)

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

(print)

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

8-Dec-94						
TO:	Kathy Kiaunis					
FROM:	Teresa Metke and Tony Hendryx					
RE:	Valet Parking, Monthly Breakdown					
DAYS/MONTH	HOURS/DAY	# HOURLY STAFF	# SUPERVISOR	RATE	TOTAL	
<b>JANUARY</b>						
5	5	5	0	\$ 15.00	\$	1,875.00
5	5		1	\$ 20.00	\$	500.00
				JAN TTL	\$	2,375.00
<b>FEBRUARY</b>						
5	5	5		\$ 15.00	\$	1,875.00
5	5		1	\$ 20.00	\$	500.00
				FEB TTL	\$	2,375.00
<b>MARCH</b>						
14	5	5		\$ 15.00	\$	5,250.00
14	5		1	\$ 20.00	\$	1,400.00
				MAR TTL	\$	6,650.00
<b>APRIL</b>						
13	6	5		\$ 15.00	\$	5,850.00
13	6		1	\$ 20.00	\$	1,560.00
				APR TTL	\$	7,410.00
<b>MAY</b>						
28	6	5		\$ 15.00	\$	12,600.00
28	6		1	\$ 20.00	\$	3,360.00
				MAY TTL	\$	15,960.00
<b>JUNE</b>						
29	7	5		\$ 15.00	\$	15,225.00
29	7		1	\$ 20.00	\$	4,060.00
				JUN TTL	\$	19,285.00
<b>JUNE CONCERTS</b>						
6	4	10		\$ 15.00	\$	3,600.00
6	4		1	\$ 20.00	\$	480.00
				JUN CNC	\$	4,080.00
<b>JULY</b>						
30	7	5		\$ 15.00	\$	15,750.00
30	7		1	\$ 20.00	\$	4,200.00
				JUL TTL	\$	19,950.00
<b>JULY CONCERTS</b>						
10	4	10		\$ 15.00	\$	6,000.00
10	4		1	\$ 20.00	\$	800.00
				JUL CNC	\$	6,800.00
<b>AUGUST</b>						
30	7	5		\$ 15.00	\$	15,750.00
30	7		1	\$ 20.00	\$	4,200.00
				AUG TTL	\$	19,950.00
<b>AUGUST CONCERTS</b>						
10	4	10		\$ 15.00	\$	6,000.00
10	4		1	\$ 20.00	\$	800.00
				AUG CNC	\$	6,800.00

DAYS/MONTH	HOURS/DAY	# HOURLY STAFF	# SUPERVISOR	RATE	TOTAL
<b>SEPTEMBER</b>					
15	7	5		\$ 15.00	\$ 7,875.00
15	7		1	\$ 20.00	\$ 2,100.00
				SEP TTL	\$ 9,975.00
<b>OCTOBER</b>					
20	-4	6		\$ 15.00	\$ 7,200.00
20	4		1	\$ 20.00	\$ 1,600.00
				OCT TTL	\$ 8,800.00
<b>NOVEMBER</b>					
2	4	5		\$ 15.00	\$ 600.00
2	4		1	\$ 20.00	\$ 160.00
				NOV TTL	\$ 760.00
<b>DECEMBER</b>					
14	5	5		\$ 15.00	\$ 5,250.00
14	5		1	\$ 20.00	\$ 1,400.00
				DEC TTL	\$ 6,650.00
				<b>TOTAL STAFF</b>	<b>\$ 177,720.00</b>
<b>TOTAL DAYS:</b>		205		<b>MOBILIZATION</b>	<b>\$ 61,500.00</b>
<b>MOBILIZATION @ \$300/DAY=</b>		\$61,500		<b>GRAND TOTAL</b>	<b>\$ 239,220.00</b>



10-Dec-94		Sheet1			
TO:	Kathy Kiaunis				
FROM:	Teresa Metke				
RE:	Valet Parking Monthly Breakdown - Forestry Center				
MONTH/DAYS	HOURS/DAY	# HOURLY STAFF	# SUPERVISOR	RATE	TOTAL
JANUARY					
3	5	2	0	\$ 15.00	\$ 450.00
				JAN TTL	\$ 450.00
FEBRUARY					
4	5	2	0	\$ 15.00	\$ 600.00
				FEB TTL	\$ 600.00
MARCH					
9	5	2	0	\$ 15.00	\$ 1,350.00
				MAR TTL	\$ 1,350.00
APRIL					
5	5	2	0	\$ 15.00	\$ 750.00
				APR TTL	\$ 750.00
MAY					
13	5	3	0	\$ 15.00	\$ 2,925.00
				MAY TTL	\$ 2,925.00
JUNE					
10	6	3	0	\$ 15.00	\$ 2,700.00
				JUN TTL	\$ 2,700.00
JULY					
7	6	3	0	\$ 15.00	\$ 1,890.00
				JUL TTL	\$ 1,890.00
AUGUST					
7	6	3	0	\$ 15.00	\$ 1,890.00
				AUG TTL	\$ 1,890.00
SEPTEMBER					
5	6	2	0	\$ 15.00	\$ 900.00
				SEP TTL	\$ 900.00
OCTOBER					
5	5	2	0	\$ 15.00	\$ 750.00
				OCT TTL	\$ 750.00
NOVEMBER					
1	5	5		\$ 15.00	\$ 375.00
			1	\$ 20.00	\$ -
				NOV TTL	\$ 375.00
DECEMBER					
10	5	3	0	\$ 15.00	\$ 2,250.00
				DEC TTL	\$ 2,250.00
				<b>TOTAL STAFF</b>	<b>\$ 16,830.00</b>

Please note there is only one day where there is supervisor charges. Also, there is no set-up fee added - assuming the zoo is already running valet service on the date the Forestry Center needs service.

2 8 0 2 2



METRO WASHINGTON PARK ZOO

RECEIVED  
JAN 26 1995  
WESTSIDE PROJECT

January 24, 1995

Phil Selinger  
Manager of Third Party Agreements  
Tri-Met  
710 NE Holladay Street  
Portland, OR 97232

Dear Phil:

Enclosed is language regarding insurance that serves as an addendum to the Zoo's valet parking proposal. Please let me know if you require additional information.

Sincerely,

Kathy Kiaunis  
Assistant Director

KK/cr  
Enclosure

Recycled Paper

January 25, 1995

## **Addendum to Washington Park Zoo Valet Service Proposal**

Insufficient information was available regarding insurance costs for operation of a valet service by Metro Washington Park Zoo at the time an agreement was needed. Subsequently, the Zoo's cost for insurance coverage for valet service has been estimated at \$17,000.

The Zoo will bill Tri-Met for the insurance, in addition to the mobilization and hourly charges as quoted, with the monthly bill for service. The monthly amount will be \$1,416.67, or one-twelfth the annual amount.

## ATTACHMENT C

## FEDERAL REQUIREMENTS

1. Disadvantaged Business EnterprisesDisadvantaged Business Enterprise (DBE)

The DBE goal for this contract is zero percent (0%). Pursuant to 49 CFR 23.43(a), the following provisions are made a part of this Contract:

- A. Policy. It is the policy of the U.S. Department of Transportation (DOT) and Tri-Met that DBEs as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this contract. Consequently, the DBE requirements of 49 CFR Part 23 apply to this contract.
- B. DBE Obligation. Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this contract. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Contractor shall not discriminate on the basis of physical disability, race, color, national origin or sex in the award and performance of DOT-assisted contracts.
- C. Contractor's failure to carry out the requirements set forth herein shall constitute a breach of contract, and may result in termination of the contract by Tri-Met or such other remedy as Tri-Met deems appropriate.

2. Equal Employment Opportunity

In connection with the execution of this contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to physical disability, race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

3. Title VI Compliance

During the performance of this contract, Contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as "Contractor"), agrees as follows:

- A. Compliance with Regulations: Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, physical disability, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of physical disability, race, religion, color, sex, age, or national origin.
- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its

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-1-

ATTACHMENT C  
(Tri-Met Contract No. 95-06511/C0518)

053

facilities as may be determined by Tri-Met or the Federal Transportation Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to Tri-Met, or the Federal Transportation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. **Sanctions for Noncompliance:** In the event of Contractor's noncompliance with the nondiscrimination provisions of this contract, Tri-Met shall impose such contract sanctions as it or the Federal Transportation Administration may determine to be appropriate, including, but not limited to:
- (1) Withholding of payments to Contractor under the contract until Contractor complies, and/or.
  - (2) Cancellation, termination or suspension of the contract, in whole or in part.
- F. **Incorporation of Provisions:** Contractor shall include the provisions of subparagraphs A through E of this Paragraph in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as Tri-Met or the Federal Transportation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request Tri-Met to enter into such litigation to protect the interests of Tri-Met, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 4. Labor Provisions

- A. **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week, whichever is greater.
- B. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.
- C. **Withholding for Unpaid Wages and Liquidated Damages.** DOT or Tri-Met shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.
- D. **Nonconstruction Grants.** Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, Tri-Met shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this Paragraph shall be made available by Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of DOT and the Department of Labor, and Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

E. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs A through E of this Paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs A through E of this Paragraph.

5. Cargo Preference

Contractor agrees:

A. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

B. To furnish within 30 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in subparagraph A of this Paragraph to Tri-Met (through Contractor in the case of sub-contractor bills- of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh St. S.W., Washington, D.C. 20550, marked with appropriate identification of the Project.

C. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

6. Conservation

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321, et seq.).

7. Buy America

This procurement is subject to the Federal Transportation Buy America Requirements in 49 CFR Part 661.

Section 165a of the Surface Transportation Assistance Act of 1982, as amended, permits FTA participation in this contract only if steel and manufactured products used in the contract are produced in the United States. By signing this contract, Contractor certifies that it will comply with the requirements of section 165a of the Surface Transportation Assistance Act of 1982, as amended, and the regulations in 49 CFR Part 661.

8. Interest of Members of, or Delegates to, Congress

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

9. Prohibited Interest

Tri-Met's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements.

10. Debarred Bidders

Neither Contractor, nor any officer or controlling interest holders of Contractor, is currently, or has been previously, on any debarred bidders list maintained by the United States Government or by the State of Oregon.

11. Air Pollution

Contractor and suppliers must submit evidence to Tri-Met that the governing air pollution criteria will be met. This evidence and related documents will be retained by Tri-Met for on-site examination by FTA. This Paragraph applies only to procurements for which governing air pollution criteria exist.

12. Maintenance and Inspection of Records

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- A. Contractor shall maintain comprehensive records and documentation relating to this contract, and shall permit the authorized representatives of Tri-Met, the U.S. Comptroller General, or the U.S. Department of Transportation to inspect and audit all records and documentation for a period of three (3) years after Tri-Met has made final payment to Contractor.
- B. Contractor shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that Tri-Met, the U.S. Comptroller General, or the U.S. Department of Transportation shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- C. The period of access and examination for records that relate to (1) litigation of the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until such litigation, claims, or exceptions have been disposed of.

13. Lobbying Prohibitions/Certifications/Disclosures

A. Definitions. As used in this clause,

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan. "Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and,
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government. "Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector. "Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

B. Prohibition

(1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(b) For purposes of paragraph B (2) (i) (A) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.

(c) For purposes of paragraph B (2) (i) (A) of this section the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) For purposes of paragraph B (2) (i) (A) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,



- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by paragraph B (2) (i) of this section are allowable under paragraph B (2) (i).
- (ii) Professional and technical services by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
- (b) For purposes of paragraph B (2) (ii) (A) of this section, "professional and technical services" shall be limited advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by paragraph B (2) (ii) of this section are allowable under paragraph B (2) (ii).
- (iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

- (iv) Professional and technical services by Other than Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
- (b) For purposes of paragraph B (2) (iv) (A) of this section, "professional and technical services" shall be limited to advice and analysis directly applying

any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (e) Only those services expressly authorized by paragraph B (2) (iv) of this section are allowable under paragraph B (2) (iv).

C. Disclosure

- (1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, set forth in this document, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.
- (2) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.
- (3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph C (2) of this section. An event that materially affects the accuracy of the information reported includes:
  - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - (b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
  - (c) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.
- (4) Any person who requests or receives from a person referred to in paragraph (C) (1) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.

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- (5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph C (1) of this section. That person shall forward all disclosure forms to the agency.

D. Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

E. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph B of this clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- (2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

F. Cost Allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

END OF EXHIBIT A - FEDERAL REQUIREMENTS

(CERTIFICATES FOLLOW)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of ANY Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature: \_\_\_\_\_

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

(print)

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

**NOTE: CONTRACTORS ARE REQUIRED, PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.**

**RESOLUTION No. 35364**  
**Passed by Portland City Council**  
**February 15, 1995**

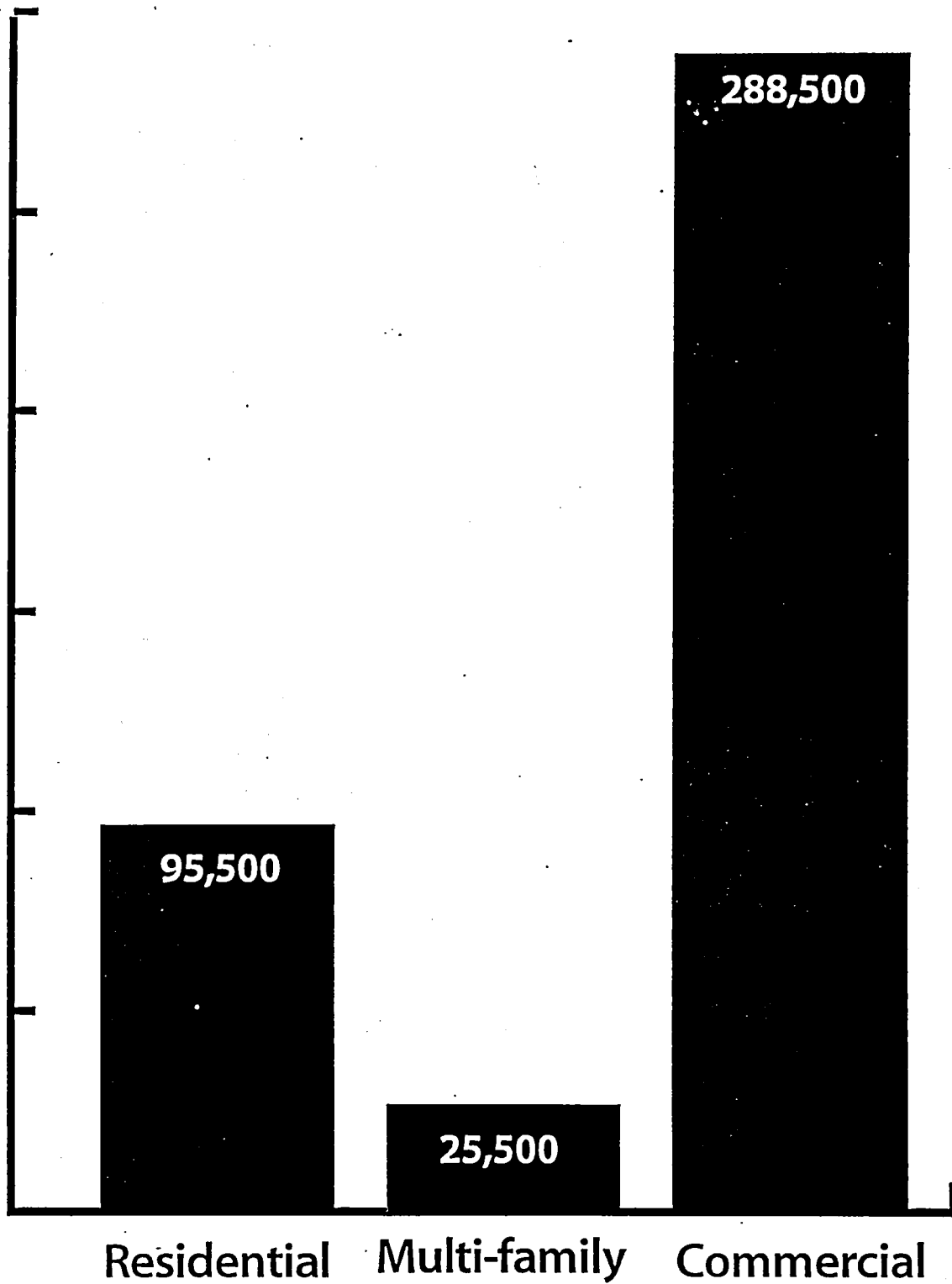
Directing the Bureau of Environmental Services to develop City Code amendments that will require Portland businesses and multifamily complexes to recycle beginning in January 1996.

WHEREAS, . . .

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Portland, a municipal corporation of the State of Oregon, that the Bureau of Environmental Services shall prepare ordinances and other regulations necessary to implement a requirement that, effective January 1, 1996, all businesses and multifamily complexes in the City of Portland shall be required to recycle, and that BES use a process that includes representatives of the business, hauling and environmental communities.



# Tons Disposed by Sector



ENVIRONMENTAL SERVICES  
CITY OF PORTLAND

# Process for Developing Commercial Strategies

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- FEB 1993            Produce commercial recycling status report
- FEB - DEC 1993    Discuss process with business groups  
(19 presentations)  
Recruit Workgroup members
- JUN 1993            Create commercial Workgroup to evaluate  
alternatives and develop recycling plan  
11 – Business reps  
2 – Multi-family owner reps  
2 – Haulers
- JAN 1994            Workgroup finishes evaluative process  
(13 sessions)  
*Criteria used:* recycling; administration; cost
- JAN - OCT 1994    Present Workgroup alternatives to businesses  
for feedback (34 presentations)
- FEB - SEPT 1994    Model costs for work group alternatives
- NOV 1994            Reconvene Workgroup to develop final plan  
based on business feedback and modeling
- JAN1995            Public meetings to discuss plan



**Alternatives Discussed and Evaluated  
by Commercial Workgroup Members during 1993**

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***Include in Any Plan***

Increase Educational/Promotional Efforts

***Evaluate Further***

Franchise Garbage & Recycling  
Regulate Multifamily Rates  
Prohibit Disposal of Some Recyclables  
Bid Out Garbage & Recycling Service in Specific Zones  
Regulate Garbage Rates Only  
Regulate Recycling Rates Only  
Regulate Garbage and Recycling Rates  
Require Recycling  
Include Small Businesses in Existing Franchises  
Create Non-exclusive Franchises

***Do Not Pursue Further***

Require Haulers to Publish Rates  
Contract Recycling Collection  
Weight-Based Rates  
Do Nothing





# Commercial Recycling Workgroup Results

Leading Alternatives	Generator Size		
	1 yard and less	1-8 yards	Dropbox
<b>A</b> Include small generators (with certain geographic exceptions) in residential franchise	X		
<b>B</b> Containers for recycling, intensive education/promotion, recycling line item on bill, require recycling, enforcement	⊗	X	X
<b>C</b> Phase in above alternative over 12-18 month period of time as needed			X
<b>D</b> Require generators to recycle, education and promotion	X	⊗	⊗
<b>E</b> Develop non-exclusive franchises, regulate garbage and recycling rates, education and promotion		X	X
<b>F</b> Regulate garbage and recycling rates, education and promotion		X	X

X indicates alternatives chosen for further staff analysis during 1994. Circles indicate the three alternatives finally chosen by the Commercial Workgroup in November 1994.



ENVIRONMENTAL SERVICES  
CITY OF PORTLAND

# Elements of Commercial Recycling Requirement

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## **MULTIFAMILY** (All residential of five or more units)

- All multifamily owners must provide onsite recycling for residents
- City enforces the requirement
- If site has no recycling containers yet, hauler provides containers



## **SMALL COMMERCIAL** (i.e., one cubic yard garbage containers, or less)

- Required to recycle
- Fill out "Recycling Plan" form
- City enforces the requirement
- City purchases "signature" containers for distribution by haulers



## **MEDIUM & LARGE COMMERCIAL** (All other commercial or industrial)

- Required to recycle
- Fill out "Recycling Plan" form
- City enforces the requirement
- Haulers provide recycling containers



# Process for Finalizing Requirement to Recycle

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**FEBRUARY 1995**

City Council passes Resolution, endorsing requirement to recycle to take effect January 1996

**MARCH 1995**

Implementation Team convened, begins weekly meetings. Members represent:

- Auto repair
- Book distribution
- Paper recycler
- Property management
- Bakery
- Restaurant
- Hotel
- Retail
- Construction
- Supermarket
- Neighborhood business associations
- Environmental organizations
- Haulers

**SPRING 95 - SPRING 96**

Education and promotion campaign

**JUNE 1995**

Submit final plan and code amendments to City Council for approval

**JANUARY 1996**

Plan takes effect



# NEWS RELEASE

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736  
TEL 503 797 1510 | FAX 503 797 1799



**METRO**

March 15, 1995

For immediate release

For more information, call Councilor Jon Kvistad at 797-1549 or 590-3283

## **Metro councilor urges reduction of \$1.3 million in proposed budget**

Metro Councilor Jon Kvistad today called for reducing Metro's proposed FY 1995-96 budget by \$1.3 million, primarily through cutting funding in solid waste and planning programs. He proposed cutting the Solid Waste Department's budget by \$544,470 and the Planning Department's budget by \$828,000.

The seven-member Metro Council is in the middle of its annual budget process to consider the \$206 million budget proposed by Metro Executive Officer Mike Burton. The councilors are meeting in public work sessions to discuss and make recommendations about departmental budgets. The council is scheduled to approve the FY 1995-96 budget in May with final adoption in June.

"I'm proposing these cuts because there are a number of program areas that are fully funded that either are not required by Metro's charter or that in my opinion can be delayed until next year," said Kvistad. "Just because Metro can spend the full budgeted amount doesn't mean we should."

Kvistad's proposal calls for reduced funding in the Solid Waste Department, primarily in the area of operations. His recommendations include: paying for a gas compressor for the St. Johns Landfill using existing funds; reducing the cost of buying a decontamination facility at Metro South Station; decreasing the amount spent on equipment maintenance and services; cutting the amount spent on a home compost bin program; and eliminating a recycling consulting contract.

- more -

Kvistad said he has discussed the proposed solid waste cuts with Burton and his staff and that the executive officer accepted the proposal regarding the solid waste budget.

Kvistad's second section of proposed cuts are related to the Planning Department and include: reducing the number of full-time employees working on the South Willamette River Crossing Study; reducing funding for the Transportation Demand Management program; cutting a portion of the regional bicycle program; eliminating from the general fund money for Future Vision; cutting the amount spent on developing the parks and open spaces component of the Regional Framework Plan; and eliminating a program that focuses on the region's neighboring cities outside the urban growth boundary.

"I've examined the proposed budget very carefully, with an eye toward cutting some program costs without sacrificing actual employee positions," Kvistad said. "I believe the program cost reductions would not compromise the excellent service that this agency provides to citizens and local governments. But we are a government with no tax base and therefore we must be more responsible with the dollars we do have available."

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