

ORDINANCE NO. 25

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE MSD AND  
WILLIAM DEMING; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT  
AND DECLARING AN EMERGENCY.

PUBLIC HEARINGS:

OCTOBER 25, 1974

ADOPTED:

OCTOBER 25, 1974

MODIFICATIONS:

ORDINANCE NO. 25

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE MSD AND WILLIAM DEMING; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; AND DECLARING AN EMERGENCY.

APPROVED METROPOLITAN  
SERVICE DISTRICT  
BOARD OF DIRECTORS

ACTION NO. 74-240

DATE 11-25-74

BY *James M. Wood*  
CLERK OF THE BOARD

ORDINANCE NO. 25

THE METROPOLITAN SERVICE DISTRICT HEREIN ORDAINS:

SECTION 1: THE BOARD APPROVES THE LETTER AGREEMENT BETWEEN THE METROPOLITAN SERVICE DISTRICT AND WILLIAM DEMING, DATED OCTOBER 25, 1974, WHICH IS ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE.

SECTION 2: THE BOARD AUTHORIZES THE CHAIRMAN TO SIGN AFTER REVIEW BY LEGAL COUNSEL THE AGREEMENT DESCRIBED IN SECTION 1.

SECTION 3: THIS ORDINANCE BEING NECESSARY FOR THE ORDERLY CONTINUANCE OF THE SOLID WASTE MANAGEMENT PROGRAM, AN EMERGENCY IS DECLARED TO EXIST, AND THIS ORDINANCE TAKES EFFECT UPON PASSAGE.

DATED: OCTOBER 25, 1974



ROBERT SCHUMACHER, CHAIRMAN  
METROPOLITAN SERVICE DISTRICT

APPROVED METROPOLITAN  
SERVICE DISTRICT  
BOARD OF DIRECTORS

October 25, 1974

ACTION NO. 74-240

DATE 10-25-74

BY Jean W. W. W.  
CLERK OF THE BOARD

2682 N.W. Cornell  
P.O. Box 10643  
Portland, OR 97210

Metropolitan Service District  
6400 S.W. Canyon Court  
Portland, Oregon 97221

Gentlemen:

I offer my services to prepare, coordinate and assist in the evaluation of the Request for Proposal Document to implement the MSD Solid Waste Management Processing and Transfer Station Plan in accordance with the policies established by the MSD Board under the direction of your Program Manager, Chuck Kemper.

Due to the limited time for performance I will work directly within the MSD office space on a full time basis for four months at \$1,600.00 per month, starting October 28, 1974 and running through February 28, 1975. This fee includes taxes, insurance, and salary items. It does not include out of pocket expenses nor office support services and supplies to be furnished by MSD. Auto travel will be in an MSD owned vehicle, if available, otherwise by private auto at 15¢ per mile, net. No charge is made for travel to or from work.

Since I am a private contractor, I assume full responsibility for safety, public liability and the perils of the work place and so hold you harmless from claims which rise while performing my work.

During this period I will perform such other tasks as are assigned by Mr. Kemper on a remaining time available basis. Minimal office space, a desk and chair, plus a telephone extension will suffice.

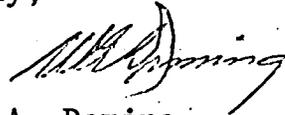
I expect to be paid twice a month in direct response to statements to be furnished to you on the 5th and 20th of each month. Any out of pocket expenses will be supported by receipts and billed to you at cost.

Metropolitan Service District  
October 25, 1974  
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This contract may be terminated by either party upon giving 15 days written notice.

I intend to resign my seat on the MSD Solid Waste Committee when, and if, this proposal is accepted.

Sincerely,

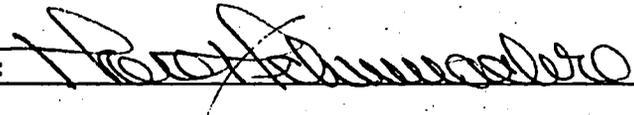


William A. Deming

We accept your proposal as set forth above.

METROPOLITAN SERVICE DISTRICT

Dated: 10-25-74

by: 

STATE OF OREGON DEPARTMENT OF  
ENVIRONMENTAL QUALITY

Dated: \_\_\_\_\_

by: \_\_\_\_\_