

BEFORE THE COUNCIL INTERNAL AFFAIRS COMMITTEE OF THE
METROPOLITAN SERVICE DISTRICT

APPROVING A CONTRACT EXTENSION WITH) RESOLUTION NO. 89-1069
COATES ADVERTISING AS THE PUBLIC)
EDUCATION CONSULTANT FOR THE SOLID) Introduced by Rena Cusma
WASTE REDUCTION PROGRAM) Executive Officer

WHEREAS, The Metropolitan Service District has a three-year contract with Coates Advertising, as Public Education consultant for the Solid Waste Reduction Program, which expires March 14, 1989; and

WHEREAS, The Metro Public Affairs Department, which oversees the contract, has two major projects to complete with Coates by the end of this fiscal year -- a recycling television commercial and the spring yard debris compost marketing; and

WHEREAS, Funds remain in the contract to extend the Coates contract termination date from March 14, 1989 to June 30, 1989 without additional expenditures beyond the budgeted contract amount; and

WHEREAS, The Public Affairs Department is developing an RFP to issue this spring for a new three-year contract for Solid Waste Reduction Program marketing services; now, therefore,

BE IT RESOLVED,

That the Council Internal Affairs Committee of the Metropolitan Service District waives the three-year time limit on Personal Service contracts set forth in Metro Code Section 2.04.054 and approves extension of the Coates Advertising contract from March 14, 1989 to June 30, 1989 based on the scope of work as outlined in Exhibit A hereto and with the understanding no additional

expenditures will be required beyond this fiscal year's budgeted contract amount.

ADOPTED by the Council of the Metropolitan Service

District this 23rd day of March, 1989.

Mike Ragsdale
Mike Ragsdale, Presiding Officer

gpwb
891069

4/10/89

EXHIBIT A

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT dated this 14th day of March 1986, is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, hereinafter referred to as "METRO," whose address is 2000 S.W. First Avenue, Portland, Oregon 97201-5398, and COATES ADVERTISING, hereinafter referred to as "CONTRACTOR," whose address is 115 S.W. Ash, Portland, Oregon 97204, for the period of March 14, 1986, through March 14, 1989, and for any extensions thereafter pursuant to written agreement of both parties.

W I T N E S S E T H :

WHEREAS, This Agreement is exclusively for Personal Services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to METRO the materials described in the Scope of Work attached hereto;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. To comply with all applicable provisions of ORS Chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, as if such provisions were a part of this Agreement;
4. To maintain records relating to the Scope of Work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;

5. To indemnify and hold METRO, its agents and employees harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, with any patent infringement arising out of the use of CONTRACTOR'S designs or other materials by METRO and for any claims or disputes involving subcontractors; and

6. To comply with any other "Contract Provisions" attached hereto as so labeled.

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered in the maximum sum of FIVE HUNDRED SEVENTY THOUSAND THREE HUNDRED SEVENTY-NINE and NO/100THS (\$570,379.00) DOLLARS and in the manner and at the time designated in the Scope of Work; and

2. To provide full information regarding its requirements for the Scope of Work.

BOTH PARTIES AGREE:

1. That METRO may terminate this Agreement upon giving CONTRACTOR five (5) days written notice without waiving any claims or remedies it may have against CONTRACTOR;

2. That, in the event of termination, METRO shall pay CONTRACTOR for services performed and materials delivered prior to the date of termination; but shall not be liable for indirect or consequential damages;

3. That, in the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable

attorney's fees and court costs, including fees and costs on appeal to an appellate court;

4. That this Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party; and

5. That this Agreement may be amended only by the written agreement of both parties.

COATES ADVERTISING

METROPOLITAN SERVICE DISTRICT

By: Michael R. Coates

By: Donald D. Carlson

Date: 3/17/86

Date: 3/17/86

JS/gl
5289C/250-2
03/13/86

SCOPE OF WORK

PHASE I

1. The Contractor will analyze market research conducted by a Metro consultant and other available market research on recycling and waste reduction. This analysis will be reviewed with key staff and used as the basis for marketing decisions for the waste reduction public education program.
2. The Contractor will develop a theme, or slogan, for the waste reduction public education program, along with a graphic style or logo. The theme and style will be used to provide public recognition and continuity for the three-year program. The Contractor will employ a design process that includes opportunities for review and suggestions by a number of interested persons.
3. The Contractor will prepare a plan for a three-year public education program to begin in summer 1986. The Contractor will work with a team of Metro staff persons in developing the plan. This plan will outline the first year of the campaign in detail, preparing a calendar listing three major media-based public education campaigns and at least eight outreach activities in communities throughout the region, with a list of activities and a budget for each effort. Activities for the second and third year will be described in less detail, to allow for changes reflecting evaluation of earlier efforts, progress in other aspects of the waste reduction program, and budget changes.
4. The work of this phase will be completed according to the attached schedule.

PHASE II

Phase II will not begin until Council has approved the detailed plan and budget prepared in Phase I. This plan will provide the basis for a detailed scope of work and schedule for Phase II. General Phase II requirements are listed below.

1. The Contractor will conceive, write, design and produce camera-ready materials needed for the activities specified in the approved three-year public education plan. Also, the Contractor will be responsible for printing, production, and placement or distribution of the materials.
2. The Contractor will propose opportunities for cooperative promotions with media and retail corporations in order to increase the impact of the program and reduce Metro's costs.

3. The Contractor will prepare a detailed plan and calendar for the second and third years of the public education program during the first month of 1987 and 1988, respectively. Working with Metro staff, the Contractor will assure that the annual plans reflect analysis of the effectiveness of earlier activities and progress in other aspects of the waste reduction program.
4. The Contractor will provide up to four hours consultation each month regarding Metro staff activities to increase the impact of the three major media-based campaigns and to organize the community outreach activities.

COMPENSATION

For work on Phase I, the Contractor will receive compensation not to exceed \$12,256. The Contractor shall submit monthly progress reports describing work accomplished over the past month, with a statement outlining personnel hours charged, hourly rates, and materials and services fees incurred. Payment will be made within 30 days after approval by the Project Manager.

No charges will be reimbursed for work in Phase II until Metro Council has directed the Contractor to proceed with Phase II. The plan prepared in Phase I, if adopted by Council, will lay out a detailed Phase II budget. Maximum amount of compensation in Phase II will be \$186,041 per year or \$558,123. Payment will be made following submittal of monthly statements detailing personnel, materials and services costs.

SCHEDULE

March	13	Metro Council authorizes consultant selection
	14	Contractor begins work on Phase I
April	8	Draft theme, graphic style, and three-year plan due for review by Metro staff
	15	Phase I report with theme, style and three-year plan for Phase II due for mailing to Metro Council
	22	Council reviews Phase I report presenting detailed scope of work, budget and schedule for Phase II
May, June		If Council approves the Phase I report, Contractor will begin developing public education media materials
Summer 1986		First public education activities are launched
Following Months		Work will follow schedule outlined in plan

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 89-1069: FOR THE PURPOSE OF EXTENDING THE CONTRACT WITH COATES ADVERTISING AS THE PUBLIC EDUCATION CONSULTANT FOR THE SOLID WASTE REDUCTION PROGRAM.

Date: March 13, 1989

Presented by: Vickie Rocker

Resolution No. 89-1069 extends the Coates Advertising contract termination date from March 14, 1989 to June 30, 1989 without additional expenditures beyond the budgeted contract amount.

The Public Affairs department oversees the contract and works with Coates to develop promotional campaigns for the waste reduction program.

Funds have been expended to develop a television commercial on recycling. That ad has been running periodically since and the plan calls for an additional run in May. Coates is also developing a campaign to market yard debris compost which includes radio and newspaper advertising. The most appropriate time to place the ads for this campaign is the spring, at the peak of the gardening season (after March 14).