

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF APPROVING )  
AN INTERGOVERNMENTAL AGREEMENT)  
WITH THE SPECIAL DISTRICT )  
ASSOCIATIONS OF OREGON (SDAO) )  
TO PROVIDE LEGISLATIVE SERVICE)  
TO THE METROPOLITAN SERVICE )  
DISTRICT )

RESOLUTION NO. 90-1377

Introduced by Rena Cusma  
Executive Officer

WHEREAS, The Metropolitan Service District needs to produce, coordinate and advance its legislative agenda at the 1991 Oregon State Legislative session; and

WHEREAS, The Metropolitan Service District is a member of the Special Districts Association of Oregon (SDAO); and

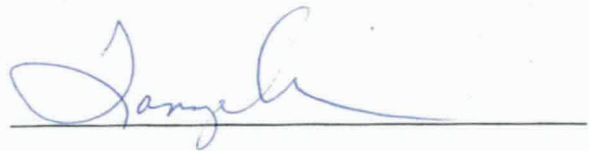
WHEREAS, The Metro Legislative sub committee has reviewed and approved the objectives and appropriateness of an agreement with the SDAO for legislative services; and

WHEREAS, Adequate funds for such services are included in the FY 1990-91 budget for the Metro legislative process and programs; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District hereby approves the agreement with SDAO for the purpose of producing and coordinating the legislative agenda of the agency during the 1991 Oregon Legislative Session.

ADOPTED by the Council of the Metropolitan Service District this 27th day of December, 1990.

A handwritten signature in blue ink, appearing to read "Tanya Collier", is written over a horizontal line.

Tanya Collier, Presiding Officer

## FINANCE COMMITTEE REPORT

RESOLUTION NO. 90-1377, FOR THE PURPOSE OF APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE SPECIAL DISTRICT ASSOCIATIONS OF OREGON (SDAO) TO PROVIDE LEGISLATIVE SERVICE TO THE METROPOLITAN SERVICE DISTRICT

Date: December 21, 1990

Presented by: Councilor Van Bergen

### COMMITTEE RECOMMENDATION:

At the December 20, 1990 meeting the Committee voted unanimously to recommend Council approval of Resolution No. 90-1377. Committee members voting aye were Councilors Collier, Gardner, Van Bergen and Wyers. Councilors Devlin was excused.

### COMMITTEE DISCUSSION/ISSUES:

Deputy Executive Officer Dick Engstrom, presented the staff report. Mr. Engstrom said that a recruitment process was undertaken for the position of Governmental Relations Manager due to the resignation of Greg McMurdo. Two finalists were interviewed by the Executive Officer and two Metro Councilors. Because of the nearness of the upcoming legislative session, it was then agreed that the agency would better be served by contracting for lobbying services. Therefore, the Executive Director was recommending entering into an intergovernmental agreement with the Special District Associations of Oregon (SDAO). SDAO has a contract with Western Advocates, Incorporated for lobbying services on behalf of its members. A member of Metro's Legislative Task Force would be appointed to serve as Metro's representative on SDAO's legislative committee.

Metro's Legislative Task Force would have primary responsibility for guiding Metro's legislative package and protecting the interests of the agency. Mr. Engstrom said that there was adequate money in the Executive Management budget to fund the contract due to salary savings from the vacancy. He said that the agreement would terminate June 30, 1991 or the legislative session closure, whichever was the latter. Councilor Collier asked what would happen if the session went longer than June 30. Mr. Engstrom said that Executive Management would address the contract in their budget request. He indicated that the Legislative Task Force had met and has recommended approval of the intergovernmental agreement (see Exhibit A attached).

Councilor Wyers asked why the decision was made to switch from a person to an agency. Councilor Collier said that while there were applicants that had experience with the Legislature and there were applicants that were familiar with Metro, there were no applicants that were well versed with both. Councilor Gardner asked if the recruitment for the Government Relations Manager would be suspended until the conclusion of the session. Mr.

Finance Committee Report  
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Engstrom said that it would. Councilor Wyers asked if Metro would still be employing a legislative aide. Mr. Engstrom said that we would. There were no other issues raised.

DEC:gpwb

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LEGISLATIVE COMMITTEE REPORT

RESOLUTION NO. 90-1377, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE SPECIAL DISTRICTS ASSOCIATION OF OREGON (SDAO) TO PROVIDE LEGISLATIVE SERVICES TO THE METROPOLITAN SERVICE DISTRICT

Date: December 18, 1990

Presented by: Councilor Collier

COMMITTEE RECOMMENDATION: The Legislative Committee unanimously recommended approval of Resolution No. 90-1377, based on the staff report, draft intergovernmental agreement and scope of work. (The Resolution itself was not available at the meeting.) Voting were Councilors Buchanan, Collier, DeJardin, and Devlin, and Executive Officer Cusma. Councilor Wyers was unable to attend.

COMMITTEE DISCUSSION/ISSUES: Dick Engstrom discussed the materials in the Committee's packet: the staff report, draft intergovernmental agreement, and scope of work. He explained that the Resolution was in typing, and would be available soon. He also said that an Ordinance authorizing a budget modification was also being prepared. That Ordinance will come to Council at the earliest opportunity, which is hoped will be January 10, 1991. The contract is structured to cost less than the amount budgeted for the Intergovernmental Relations Officer; Engstrom estimates that the contract will be approximately \$10,000 less, on an annualized basis.

Western Advocates, Inc., will represent Metro through a contract with SDAO, of which Metro is a member. Mr. Burton Weast of Western Advocates described the nature of his company's services to SDAO. They lobby on behalf of SDAO on issues that affect special districts as a whole; they advocate for specific district interests only through contracts with district associations, including water districts and fire districts.

Executive Officer Cusma explained that a significant issue favoring Western Advocates was their good relations with local governments. She acknowledged that the agency would benefit from a more aggressive outreach effort and improved relations with local governments in the metro area.

Mr. Weast was asked what public and private agencies his firm represents. He listed them: SDAO; fire districts; water districts; Oregon Association of Water Districts (rural cities and water districts); and the Plumbing, Heating, and Cooling Contractors. Western Advocates also does community attitude surveys for local governments. They are also half owners of a planning firm that does business in Northern California and Southern Oregon.

Following some discussion of legislative strategy, Councilor DeJardin moved approval of Resolution No. 90-1377.

## STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 90-1377 FOR THE PURPOSE OF APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH SPECIAL DISTRICT ASSOCIATIONS OF OREGON (SDAO) TO PROVIDE LEGISLATIVE SERVICES TO THE METROPOLITAN SERVICE DISTRICT.

Date: December 18, 1990

Presented by: Rena Cusma

### BACKGROUND

The Governmental Relations Manager position has been vacant since November 7, 1990 due to the resignation of Greg McMurdo. A recruitment process was undertaken and finalists were interviewed by the Executive Officer and representatives from the Metro Council. It was determined by the Executive in consultation with the Council representatives that the agency would be better served to contract our lobbying services for the upcoming legislative session.

### PROPOSAL

It is recommended that Metro approve an Inter Governmental Agreement with the Special District Associations of Oregon (SDAO). SDAO will provide lobbying services on behalf of its members through a contract with Western Advocates Incorporated, a Clackamas County lobbying, government and public relations firm.

As part of SDAO's membership dues structure, Western Advocates provides lobbying services on matters that generally affect all member districts.

As the state's only metropolitan services district, Metro has a legislative agenda that is unique to the agency. Therefore, it does make sense to contract with SDAO for additional lobbying services, to be provided by Western Advocates that will help Metro accomplish its legislative objectives.

### OUTLINE OF PROPOSED ACTIVITIES

Metro's legislative sub committee will have primary responsibility for guiding Metro's legislative package through Salem's legislative process and for protecting the interests of the agency and its constituents during the session. Western Advocates will act as advisors and consultants to this committee and will take their primary direction from the deliberations of this committee. A member of the legislative sub committee will be appointed to serve as Metro's representative on SDAO's legislative committee.

In the execution of Metro's legislative strategy, Western Advocates shall coordinate contacts with:

- The Governor and her staff
- The Senate and House leadership
- Key committee chairpersons
- Legislators assigned to the committees where Metro's bills will be heard
- Legislators elected from within the boundaries served by Metro
- Local government representatives in the Metro service area.

Western Advocates staff will meet on a regular basis (a minimum of once per week) with the Executive Officer, Council staff and departmental staff to ensure that key personnel are informed about and involved in legislative activities.

In support of Metro's legislative agenda, Western Advocates staff will meet with local elected and appointed officials, both individually and in a group settings such as City Manager meetings. They will provide an opportunity for the Metro Council members, the Executive Officer and key staff to also participate in these activities.

#### RESOURCES

Office space will be provided by SDAO. This will include utilization of phone and fax services.

Metro will provide a part-time legislative aide to be utilized in tracking of bills, scheduling hearings and coordinating appearances of Metro representative in Salem. This position is budgeted in FY 90-91 budget.

Metro will provide a monthly fee of \$5,500 to SDAO for the services of Western Advocates.

In addition Metro will reimburse SDAO for special expenses not to exceed a total amount of \$5,000. This reimbursement will occur only with prior approval of the Deputy Executive Officer, or his designees.

The resources for this contract are available in the Executive Management budget. A budget modification request for transferring salary savings from Personnel Services to Materials and Services will be submitted for approval by the Council.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 90-1376 for the purpose of entering into an Inter Governmental Agreement with Special District Association of Oregon to provide legislative services to the Metropolitan Service District.



ATTACHMENT

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

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_ 1991 , is between METROPOLITAN SERVICE DISTRICT, a municipal corporation, hereinafter referred to as "METRO," whose address is 2000 S.W. First Avenue, Portland, OR 97210-5398, and SPECIAL DISTRICT ASSOCIATIONS OF OREGON (SDOA), hereinafter referred to as "CONTRACTOR," whose address is P. O. Box 12613, Salem, OR 97309, for the period of January 21, 1991 through June 30, 1991 and for any extensions thereafter pursuant to written agreement of both parties.

WITNESSETH:

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 contract in the state of Oregon, as if such provisions were a part of this Agreement;

4. To maintain resources 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;

6. To comply with any other "Contract Provisions" attached hereto as so labelled; and

7. CONTRACTOR shall be an independent contractor for all purposes, shall be entitled to no compensation other than the compensation provided for in the Agreement, CONTRACTOR hereby certifies that it is the direct responsibility employer as provided in ORS 656,.407 or a contributing employer as provided in ORS 656.411. In the event CONTRACTOR is to perform the series described in this Agreement without the assistance of others, CONTRACTOR hereby agrees to file a joint declaration with METRO to the effect that CONTRACTOR services are those of an independent

contractor as provided under Chapter 864 of Oregon Laws, 1979.

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered in the maximum sum of Thirty Eight Thousand AND 00/100TH (\$38,000) DOLLARS and in the manner and at the time designated in the Scope of Works; and

2. To provide full information regarding its requirements for the 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 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

SPECIAL DISTRICTS ASSOCIATION  
DISTRICT  
OF OREGON

METROPOLITAN SERVICE

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

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

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

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

APPROVED AS TO FORM

\_\_\_\_\_

METRO GENERAL COUNSEL

## EXHIBIT A

### SCOPE OF WORK

The Special Districts Association of Oregon shall provide the following services to Metro through a contract with Western Advocates:

- a) Liaison with the Metro Council, Executive Officer and staff to help shape Metro's legislative agenda and manage the agency's participation and involvement during the 1991 State Legislature.
- b) Build a level of understanding, trust and support among other local governments in the region, counties, cities and special districts for Metro's legislative agenda and for its acceptance of its legitimate role in the government structure in the tri-county metropolitan area.

Metro's Legislative sub committee will have primary responsibility for coordination with Western Advocates' staff regarding the Metro legislative agenda. Western Advocates staff will act as advisors and consultants to this committee and will take their primary direction from the deliberations of this committee. The committee will meet on a regularly basis and the chairperson will have the ability to call emergency meetings as the occasion warrants.

In the execution of Metro's legislative agenda, Western Advocates staff will coordinate contacts with:

- Governor and her key staff
- Senate and House leadership
- Legislators assigned to committees where Metro's bills will be heard
- Legislators elected from within the boundaries served by Metro
- Local government representatives in the Metro service area.

Western Advocates staff will meet on a regular basis (at least weekly or more often if needed) with the Metro Legislative sub committee. Other meetings may be required to meet with the Executive Officer, Council staff and other departmental technical staff to ensure that key individuals are informed about and involved in legislative activities.

Western Advocates staff will also meet with local elected and appointed officials, both individually and in group settings, such as city managers meetings and elected officials meetings, and provide an opportunity for Metro Council members, the Executive

Officer and key staff to participate.

## REQUIREMENTS

### IN PROVIDING THESE SERVICES, SDAO REQUIRES

a) Metro to designate a representative to serve on SDAO's legislative committee, providing an opportunity for that person to both review SDAO initiatives for impacts on Metro and also to bring Metro issues before the Committee and seek SDAO support for Metro positions.

b) Metro to recognize that Western Advocates, is SDAO's lobbying contractor. As such, it is making their services available to lobby on behalf of Metro's legislative agenda, to the extent that the legislative actions or result being sought by Metro will not be detrimental to the interests of SDAO or its metropolitan area members. If a potential conflict is identified, Western Advocates will meet with representatives of both SDAO and Metro and attempt to resolve that conflict in a manner acceptable to both parties. In the event that resolution cannot be reached, Western Advocates will then represent the SDAO position and will not be available to represent Metro on that particular issue. SDAO and Western Advocates will assist Metro in finding outside representation on that issue.

## COMPENSATION

For the products and process provided for in this agreement, Metro shall pay to SDAO an amount not to exceed \$38,000. This shall be paid in the following manner:

1. A fee of \$5,500 per month
2. Allowable expenses include long distance telephone calls, FAX charges, mileage for travel, meeting Expenses necessary to conduct legislative work, copying charges, postage expense and general office expenses relating to legislative needs. Other expenses shall be allowed only if approved in advance by Metro. Expenses are not to exceed \$5,000.
3. Contractor shall bill Metro monthly. Metro shall pay Contractor within thirty (30) days of receipt of the approved invoice.

OTHER CONSIDERATIONS

1. Metro will provide a part-time legislative aide to track bills, schedule hearings and coordinate appearances of Metro's representatives in Salem.
2. SDAO will provide office space, telephone and Fax services for purposes of this agreement.