

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF APPROVING AN ) RESOLUTION NO. 92-1631  
INTERGOVERNMENTAL AGREEMENT WITH )  
THE SPECIAL DISTRICTS ASSOCIATION ) Introduced by Rena Cusma,  
OF OREGON (SDAO) TO PROVIDE LEGIS- ) Executive Officer  
LATIVE SERVICE TO THE METROPOLITAN )  
SERVICE DISTRICT )

WHEREAS, The Metropolitan Service District needs to produce, coordinate and advance its legislative agenda and intergovernmental relations at the 1993 Oregon State Legislative session; and


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

WHEREAS, Adequate funds for such services are included in the FY 1992-93 budget for the Metro legislative and intergovernmental activities; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District hereby authorizes the Executive Officer to execute an Agreement with the Special Districts Association of Oregon in substantially the same form as shown in the enclosed Attachment for the purpose of coordinating the legislative agenda of the agency during the FY 1992-93.

ADOPTED by the Council of the Metropolitan Service District this 25th day of May, 1992.

  
Jim Gardner, Presiding Officer

## EXHIBIT A

### SCOPE OF WORK

The Special Districts Association of Oregon (SDAO) shall provide the following services to Metro through a contract with Western Advocates, Inc., for a not to exceed fee of \$5,650.00 per month. Out of pocket expenses will be covered in this monthly sum.

1. 1993 Legislative Session.  
During the 1993 session, Metro will provide a quarter-time intern to assist with duties of the session.
2. Interim Legislative Committees and Task force representation.  
The six interim committees and/or task forces meeting between legislative sessions that will require special attention and monitoring are:
  - \* Joint Committee on Revenue
  - \* Joint Committee on Land Use
  - \* Ways and Means
  - \* Task force on Local Government Mandates
  - \* Joint Committee on Oregon's Future
  - \* House and Senate Water Policy Committee's
3. Contact with Individual Legislators.  
Western Advocates will maintain contact with individual legislators between sessions. It is important that Metro issues be communicated as an ongoing part of the governmental relations activity.
4. Intergovernmental Relations Activity.  
Western Advocates will be responsible for continuing contacts with Cities, Counties and Special Districts located within Metro Boundaries.

The purpose of these contacts will be to maintain a clear line of information regarding problems and issues that affect Metro, Cities, Counties and Special Districts. This will require Western Advocates to attend meetings such as Metro Managers Organization, Regional Governance Committee, Future Focus, and other such activities.

The major objectives of these activities will be the exchange of information about Metro policy and program initiatives that affect local jurisdictions.

5. Coordination and management of Contract

Direction and oversight of the Scope of Work shall be accomplished through a committee consisting of the:

- \* Executive Officer or her designee
- \* Chairman of the Government Affairs Committee
- \* Deputy Executive Officer
- \* Council Administrator
- \* Presiding Officer

Western Advocates shall meet with the committee once a month to transmit a progress report and receive guidance regarding the Scope of Work. Additional meetings may be scheduled upon request by either party.

6. Western Advocates shall attend and represent Metro before any special session of the Legislature that may be held.

7. Western Advocates shall meet with Metro staff on a monthly basis to insure familiarity with Metro programs and issues. Western Advocates shall also maintain a desk at Metro in order to ease contact with the Metro staff and Council.



# GRANT/CONTRACT SUMMARY

METRO METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 902473

BUDGET CODE NO. 010-060000-524190-00000

FUND: General DEPARTMENT: OGR

(IF MORE THAN ONE) - - - - -

SOURCE CODE (IF REVENUE) - - - - -

### INSTRUCTIONS

1. OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
2. COMPLETE SUMMARY FORM.
3. IF CONTRACT IS —
  - A. **SOLE SOURCE**, ATTACH MEMO DETAILING JUSTIFICATION.
  - B. **UNDER \$2,500**, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
  - C. **OVER \$2,500**, ATTACH QUOTES, EVAL. FORM, NOTIFICATION OF REJECTION, ETC.
  - D. **OVER \$50,000**, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET, BIDS, RFP, ETC.
4. PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

1. PURPOSE OF GRANT/CONTRACT To provide legislative services to Metro.

2. TYPE OF EXPENSE

<input type="checkbox"/> PERSONAL SERVICES	<input type="checkbox"/> LABOR AND MATERIALS	<input type="checkbox"/> PROCUREMENT
<input type="checkbox"/> PASS THROUGH AGREEMENT	<input checked="" type="checkbox"/> INTER-GOVERNMENTAL AGREEMENT	<input type="checkbox"/> CONSTRUCTION
		<input type="checkbox"/> OTHER

OR

TYPE OF REVENUE  GRANT  CONTRACT  OTHER

3. TYPE OF ACTION

<input type="checkbox"/> CHANGE IN COST	<input type="checkbox"/> CHANGE IN WORK SCOPE
<input type="checkbox"/> CHANGE IN TIMING	<input type="checkbox"/> NEW CONTRACT

4. PARTIES Special Districts Association of Oregon & Metropolitan Service District

5. EFFECTIVE DATE July 1, 1992 TERMINATION DATE June 30, 1993  
 (THIS IS A CHANGE FROM \_\_\_\_\_)

6. EXTENT OF TOTAL COMMITMENT:

ORIGINAL/NEW	\$ <u>68,000.00</u>
PREV. AMEND	_____
THIS AMEND	_____
<b>TOTAL</b>	\$ <u>68,000.00</u>

### 7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR ~~1988~~ 1992-93 \$ 68,000.00

B. BUDGET LINE ITEM NAME Misc. Prof. Svcs. AMOUNT APPROPRIATED FOR CONTRACT \$ 68,000.00

C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF June 30, 1993, 19    \$ -0-

### 8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)

_____ SUBMITTED BY	\$ _____ AMOUNT	<input type="checkbox"/> MBE
_____ SUBMITTED BY	\$ _____ AMOUNT	<input type="checkbox"/> MBE
_____ SUBMITTED BY	\$ _____ AMOUNT	<input type="checkbox"/> MBE

9. NUMBER AND LOCATION OF ORIGINALS \_\_\_\_\_

10. A. APPROVED BY STATE/FEDERAL AGENCIES?  YES  NO  NOT APPLICABLE  
 B. IS THIS A DOT/UMTA/FHWA ASSISTED CONTRACT  YES  NO
11. IS CONTRACT OR SUBCONTRACT WITH A MINORITY BUSINESS?  YES  NO  
 IF YES, WHICH JURISDICTION HAS AWARDED CERTIFICATION \_\_\_\_\_
12. WILL INSURANCE CERTIFICATE BE REQUIRED?  YES  NO
13. WERE BID AND PERFORMANCE BONDS SUBMITTED?  YES  NOT APPLICABLE  
 TYPE OF BOND \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_  
 TYPE OF BOND \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_
14. LIST OF KNOWN SUBCONTRACTORS (IF APPLICABLE)
- |      |                                |         |                    |                              |
|------|--------------------------------|---------|--------------------|------------------------------|
| NAME | <u>Western Advocates, Inc.</u> | SERVICE | <u>Legislative</u> | <input type="checkbox"/> MBE |
| NAME | _____                          | SERVICE | _____              | <input type="checkbox"/> MBE |
| NAME | _____                          | SERVICE | _____              | <input type="checkbox"/> MBE |
| NAME | _____                          | SERVICE | _____              | <input type="checkbox"/> MBE |
15. IF THE CONTRACT IS OVER \$10,000  
 A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?  
 YES  NO
- B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?  
 YES DATE \_\_\_\_\_ INITIAL \_\_\_\_\_
16. COMMENTS:

## GRANT/CONTRACT APPROVAL

INTERNAL REVIEW

CONTRACT REVIEW BOARD  
(IF REQUIRED) DATE \_\_\_\_\_

COUNCIL REVIEW  
(IF REQUIRED)

DEPARTMENT HEAD \_\_\_\_\_

1. \_\_\_\_\_  
COUNCILOR

DATE \_\_\_\_\_

FISCAL REVIEW

2. \_\_\_\_\_  
COUNCILOR

BUDGET REVIEW

3. \_\_\_\_\_  
COUNCILOR

*[Signature]*  
6-10-92

LEGAL COUNSEL REVIEW AS NEEDED:

A. DEVIATION TO CONTRACT FORM \_\_\_\_\_

B. CONTRACTS OVER \$10,000 \_\_\_\_\_

C. CONTRACTS BETWEEN GOVERNMENT AGENCIES \_\_\_\_\_

ATTACHMENT

CONTRACT NO. 902473

AGREEMENT FOR SERVICES

This Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 1992, is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, (hereinafter referred to as "METRO"), whose address is 2000 S.W. First Avenue, Portland, OR 97201-5398, and the SPECIAL DISTRICTS ASSOCIATION OF OREGON (SDAO), (hereinafter referred to as "CONTRACTOR"), whose address is P.O. Box 12613, Salem, OR 97309, for the period of July 1, 1992 through June 30, 1993, and for any extensions thereafter pursuant to a new 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 as Exhibit A;
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 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 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; and

5. 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 services described in the 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 Oregon Laws 1979, chapter 864.

**METRO AGREES:**

1. To pay CONTRACTOR for services performed and materials delivered in the maximum sum of Sixty Eight Thousand and No/100th Dollars (\$68,000), 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 work.

**BOTH PARTIES AGREE:**

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

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

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.

SPECIAL DISTRICTS ASSOCIATION  
OF OREGON

METROPOLITAN SERVICE DISTRICT

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

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to form

\_\_\_\_\_  
Daniel B. Cooper  
Metro General Counsel



GOVERNMENTAL AFFAIRS COMMITTEE REPORT

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RESOLUTION NO. 92-1631, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE SPECIAL DISTRICTS ASSOCIATION OF OREGON (SDAO) TO PROVIDE LEGISLATIVE SERVICE TO THE METROPOLITAN SERVICE DISTRICT

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Date: June 19, 1992

Presented by: Councilor Collier

**COMMITTEE RECOMMENDATION:** At its June 18, 1992 meeting the Governmental Affairs Committee voted 3-0 to recommend Council adoption of Resolution No. 92-1631. Voting were Councilors Collier, Devlin, and Gronke. Councilors Bauer and Wyers were absent.

**COMMITTEE DISCUSSION/ISSUES:** Betsy Bergstein of the Office of Government Relations presented the staff report. She explained that the contract with SDAO provides for Metro's legislative services to be performed by Western Advocates. The FY 1992-93 contract will be the second year Western Advocates performs these services. The budgeted amount of \$68,000 is the same as the prior year, though the contract amount is higher for 92-93. The difference is that expenses are included in the contract amount, where they were previously carried in a separate line item. The contract covers the 1993 legislative session, six interim committees, any special legislative session, and intergovernmental relations work with the cities, counties, and special districts in the region.

Councilor Gronke asked for clarification regarding a \$7,500 contract authorized in 91-92 for public opinion surveys, which was not executed. He asked if the \$68,000 included the \$7,500 in question or if it would be added. Ms. Bergstein said the \$7,500 was a separate item to be addressed in a separate contract; that work is to perform public attitude surveys for the Council.

## STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 92-1631 FOR THE PURPOSE OF APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH SPECIAL DISTRICTS ASSOCIATION OF OREGON (SDAO) TO PROVIDE LEGISLATIVE SERVICES TO THE METROPOLITAN SERVICE DISTRICT.

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Date: June 5, 1992

Presented by: Betsy Bergstein

### PROPOSAL

It is recommended that Metro approve an Intergovernmental Agreement with the Special Districts Association of Oregon (SDAO). SDAO will provide legislative and intergovernmental services on behalf of its members through a contract with Western Advocates, Incorporated.

This contract will continue a relationship begun in FY 90-91, with SDAO.

### SCOPE OF WORK

The Scope of Work as described in Exhibit A shall include:

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

I. 1993 Legislative Session.

During the 1993 session Metro will provide a quarter-time intern to assist with duties of the session.

II. Interim Legislative Committees and Task Force representation.

There will be six interim committees and/or task forces meeting between legislative sessions that will require special attention and monitoring; Joint Committee on Revenue, Joint Committee on Land Use, Ways and Means, Task force on Local Government Mandates, Joint Committee on Oregon's Future, and House and Senate Water Policy Committee's.

III. Contact with Individual Legislators.

Contact will be maintained with individual legislators between sessions. It is important that Metro issues be communicated as an ongoing part of the governmental relations activity.

IV. Intergovernmental Relations Activity.

Western Advocates will continue contact with Cities, Counties and Special Districts located within Metro Boundaries to maintain a clear line of information regarding problems and issues that affect each jurisdiction.

V. Coordination and management of Contract.

Direction and oversight of the Scope of Work shall be accomplished through a committee consisting of the Executive Officer, Chairman of the Government Affairs Committee, Deputy Executive Officer, Council Administrator and the Presiding Officer. Western Advocates will meet with the committee once a month to transmit a progress report and receive guidance regarding the Scope of Work. Additional meetings may be scheduled upon request by either party.

VI. Representation before any special session of the Legislature that may be held.

VII. Western Advocates will meet with Metro staff on a monthly basis to insure familiarity with Metro programs and issues.

Metro will provide a monthly fee of \$5,650.00 not to exceed \$68,000 for FY 1992-93. Payments will be made on the Friday closest to the first of each month. Resources for this contract are budgeted in the Government Relations Division.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 92-1631 for the purpose of entering into an Intergovernmental Agreement with Special Districts Association of Oregon to provide legislative services to the Metropolitan Service District.