

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING AN) RESOLUTION NO. 93-1818A
INTERGOVERNMENTAL AGREEMENT IN)
THE AMOUNT OF \$60,000 WITH THE) Introduced by Rena Cusma,
SPECIAL DISTRICTS ASSOCIATION OF) Executive Officer
OREGON (SDAO) TO PROVIDE LEGISLA-)
TIVE SERVICES TO METRO)

WHEREAS, Metro needs to manage and coordinate its legislative agenda for FY 93-94;
and

WHEREAS, Metro needs to maintain ongoing contact with individual state legislators;
and

WHEREAS, Metro needs to manage and coordinate its intergovernmental relations
actively with Cities, Counties and Special District's located in the Metro boundaries; now,
therefore,

BE IT RESOLVED,

That the Metro Executive Officer be authorized to execute an Agreement with the Special
Districts Association of Oregon in the amount of \$60,000 to provide the services outlined in the
attached Scope of Work.

ADOPTED by the Metro Council this 24th day of June, 1993.


Judy Wyers, 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 \$5,000.00 per month. Out of pocket expenses will be covered in this monthly sum.

1. **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
- * Any other relevant interim committee(s) which may be designated following the 1993 Legislative Session.

2. **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.

3. **Intergovernmental Relations Activity:**

Western Advocates will be responsible in coordination with the Metro office of Government Relations, 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, 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.

4. **Coordination and management of Contract**

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

- * Executive Officer and/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.

5. Western Advocates shall attend and represent Metro before any regular or special session of the Legislature that may be held.
6. Western Advocates shall meet with Metro staff as needed to insure familiarity with Metro programs and issues.

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STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 93-1818 FOR THE PURPOSE OF APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE SPECIAL DISTRICTS ASSOCIATION OF OREGON (SDAO) TO PROVIDE LEGISLATIVE SERVICES TO METRO.

Date: June 16, 1993

Presented by: Merrie Waylett

Background

Attached you will find the Intergovernmental Agreement with the Special Districts Association of Oregon (SDAO) to provide legislative services for Metro during Fiscal Year 1993-94. Funding in the amount of \$60,000 for this service was included in, and approved, in the 1993-94 Budget.

The Agreement (Attachment 1) and Scope of Work (Exhibit A) provides Metro with identified legislative and liaison services for that time frame and also anticipates the addition of further responsibilities which might be necessary following adjournment of the 1993 Oregon Legislature. More specifically, SDAO, through its contract with Western Advocates, will provide legislative representation before interim committees established following adjournment of the 1993 session. SDAO will also maintain contact with state legislators whose districts are partially or wholly located within Metro's jurisdictional boundaries.

In addition, The Scope of Work calls for coordination with Metro's Office of Government Relations to maximize Metro's efforts to maintain contact with, and work with, other governments and jurisdictions. Contact will be maintained with organizations which include staff and/or elected representatives of local jurisdictions in the Metro region and will focus on exchange of information about Metro policy and programs that affect them.

The Contract will be managed by the Executive Officer and/or her designee, the Chair of the Government Affairs Committee, the Deputy Executive Officer, the Council Administrator and the Presiding Officer. This group will provide guidance to Western Advocates and oversight during the term of this agreement.

The Executive Officer is in agreement with Resolution 93-1818.

ATTACHMENT 1
CONTRACT NO. 903123
AGREEMENT FOR SERVICES

This Agreement dated this _____ day of _____, 1993, is between METRO, a municipal corporation, whose address is 600 NE Grand Avenue, Portland, OR 97232-2736, and the SPECIAL DISTRICTS ASSOCIATION OF OREGON (SDAO), (hereinafter referred to as "CONTRACTOR"), whose address is PO Box 12613, Salem, OR 97309, for the period of July 1, 1993 through June 30, 1994, 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 Thousand and No/100th Dollars (\$60,000), 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 attorney's 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**

BY _____

DATE: _____

METRO

BY: _____

DATE: _____

Approved as to form

Daniel B. Cooper
Metro General Counsel



METRO

600 NE Grand Ave.
Portland, OR 97232
(503) 797-1700

Procurement Review Summary

****ATTACHMENT 2*****

To: Procurement and Contracts Division

Vendor

From Date June 10, 1993 Special Districts Association
 Department Executive Management of Oregon
 Division Office of Gov. Relations PO Box 12613
 Name Lisa Hogue Salem, Oregon 97309
 Title Admin. Asst. Vendor no. _____
 Extension 1501 Purpose To provide legislative services Contract no. 903123

Subject

- Bid Contract
 RFP Other

Intergovernmental agreement

Expensé

- Procurement Personal/professional services Services (L/M) Construction IGA

Revenue

- Contract
 Grant
 Other

Budget code(s)
010-060000-524190-0000

Price basis

- Unit
 Total
 Other

Term

- Completion
 Annual
 Multi-year**

This project is listed in the
1993 - 1994 budget.

- Yes Type A
 No Type B

Payment required

- Lump sum
 Progress payments

July 1, 1993
Beginning date
June 30, 1994
Ending date

Total commitment	Original amount	<u>\$60,000</u>
	Previous amendments	<u>\$ -0-</u>
	This transaction	<u>\$60,000</u>
	Total	<u>\$60,000</u>
	A. Amount of contract to be spent fiscal year <u>1993</u> - <u>1994</u>	<u>\$60,000</u>
	B. Amount budgeted for contract	<u>\$60,000</u>
	C. Uncommitted/discretionary funds remaining as of _____	<u>\$</u> ***

Approvals

Division manager _____ Department director _____ Labor _____
 Fiscal _____ Budget _____ Risk _____
 Legal _____

* See instructions on reverse. ** If multi-year, attach schedule of expenditures. *** If A or B is less than C, and other line item(s) utilized, attach explanation/justification.

Competitive quotes, bids or proposals:

Submitted by _____	\$Amount _____	M/W/DBE _____	Foreign or Oregon Contractor _____
Submitted by _____	\$Amount _____	M/W/DBE _____	Foreign or Oregon Contractor _____
Submitted by _____	\$Amount _____	M/W/DBE _____	Foreign or Oregon Contractor _____

Comments:

Attachments:

- Ad for bid
- Plans and specifications
- Bidders list (M/W/DBEs included)

Instructions:

1. Obtain contract number from procurement division.
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. Less than \$2,500, attach memo detailing need for contract and contractor's capabilities, bids, etc.
 - C. More than \$2,500, attach quotes, evaluation form, notification of rejection, etc.
 - D. More than \$10,000 or \$15,000 attach RFP or RFB respectively.
 - E. More than \$50,000, attach agenda management summary from council packet, bids, RFP, etc.
4. Provide packet to procurement for processing.

Special program requirements:

General liability: _____ / _____ / _____

Liquidated damages \$ _____ day

<input type="checkbox"/> Workers comp	<input type="checkbox"/> Prevailing wages
<input type="checkbox"/> Auto	<input type="checkbox"/> Non-standard contract
<input type="checkbox"/> Professional liability	<input type="checkbox"/> Davis/Bacon

Dates:

Ads _____ (Publication) _____

Pre-bid meeting _____ Bid opening** _____

Filed with council _____ For action _____

Filed with council committee _____ For hearing _____

Project estimate: _____

Funding:

- Local/state
- Federal
- Other

Bond requirements:

_____ % Bid \$ _____

_____ % Performance \$ _____

_____ % Performance/payment* \$ _____

_____ % L/M \$ _____

* Separate bonds required if more than \$50,000.

** Minimum period: two weeks from last day advertised.

GOVERNMENTAL AFFAIRS COMMITTEE REPORT

RESOLUTION NO. 93-1818A, APPROVING AN INTERGOVERNMENTAL AGREEMENT IN THE AMOUNT OF \$60,000 WITH THE SPECIAL DISTRICTS ASSOCIATION OF OREGON (SDAO) TO PROVIDE LEGISLATIVE SERVICES TO METRO

Date: June 18, 1993

Presented by: Councilor Gardner

COMMITTEE RECOMMENDATION: At its June 17, 1993 meeting the Governmental Affairs Committee voted 4-0 to recommend Council adoption of Resolution No. 93-1818A. Voting were Councilors Gates, Gardner, Hansen, and Moore. Councilor Wyers was excused.

COMMITTEE DISCUSSION/ISSUES: Senior Management Analyst Merrie Waylett presented the staff report. She said this resolution would provide for Western Advocates to continue to provide legislative services to Metro in fiscal year 1993-94, through an intergovernmental agreement with the Special Districts Association of Oregon (SDAO). The amount of the contract is \$60,000, which is included in the approved budget. Ms. Waylett said the services provided would include representing Metro at Legislative interim committees, and providing intergovernmental relations services as stipulated in the scope of work. She added that the contract provided for a committee consisting of the Executive Officer, Presiding Officer, Governmental Affairs Committee Chair, Deputy Executive Officer, and Council Administrator to meet monthly with Western Advocates to direct and oversee their work.

Councilor Gardner asked what were the amount of previous contracts Metro has had with Western Advocates. Burton Weast of Western Advocates said that previous contracts had also been for \$60,000, with the 1992-93 contract including an additional \$275 per month for expenses associated with the legislative session.

Councilor Moore asked what Western Advocates would do in terms of liaison activity with FOCUS. Mr. Weast said that work was expected to include representing Metro positions at FOCUS meetings. Councilor Moore said her concern was over potential conflicts of interest Western Advocates might have if they represented other FOCUS members. Mr. Weast said they don't act as policy representatives for other FOCUS member governments, and SDAO does not participate in FOCUS, so he did not foresee any such conflicts. Should conflicts arise, however, he said a process was developed in 1991 to resolve them, which has worked well in that any potential conflicts have been avoided.

Councilor Moore asked why the contract is with SDAO and not directly with Western Advocates. Mr. Weast explained the reasons lie in history, and described the process used to contract with them for the 1991 session. They are the contract lobbyists for SDAO, Metro is a member of SDAO, and the Council approved their contract just prior to the 1991 session following the resignation of Metro's lobbyist. The relationship has continued.

Council Analyst Casey Short suggested the scope of work be amended to include the provision that Western Advocates continue to represent Metro through the remainder of the 1993 legislative session; the scope of work calls for legislative interim activity and special sessions, but not the regular session. Councilor Gardner moved to add that language in #5 of the scope of work. Councilor Moore moved to include the amount of the contract in the title and Be It Resolved sections of the resolution. The committee approved both amendments.

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