

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING AN) RESOLUTION NO. 94-2004-A
INTERGOVERNMENTAL AGREEMENT)
IN THE AMOUNT OF \$52,000.00 WITH THE) Introduced by Rena Cusma,
SPECIAL DISTRICTS ASSOCIATION OF) Executive Officer
OREGON (SDAO) TO PROVIDE LEGISLA-)
TIVE SERVICES TO METRO)

WHEREAS, Metro has a need to manage and coordinate its legislative agenda for Fiscal Year 1994-95; 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 \$52,000.00 to provide the services outlined in the attached Scope of Work.

ADOPTED by the Metro Council this 28th day of July, 1994.

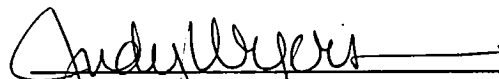

Judy Wyers, Presiding Officer

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 \$52,000.00 per year to be paid at the rate of \$3,000.00 per month from July to October and \$5,000.00 per month from November until June. Out of pocket expenses will be covered by this monthly sum.

1. 1995 Legislative Session.

Western Advocates will represent Metro before the 1995 session of the Oregon Legislature by arranging for introduction of any legislation which the agency requests to put forth, to monitor all legislation which may impact Metro through daily attendance at committee meetings, work sessions and hearings, meetings with individual legislators and other appropriate means. Western Advocates will arrange for Metro testimony at hearings where appropriate or appear on behalf of Metro as directed by the council and the executive officer and will advise Metro of any additional communication with the legislature which needs to be carried out by Metro's elected officials and /or staff.

2. Interim Legislative Committees and Task force representation.

The six interim committees and/or task forces meeting between legislative sessions that require special attention and monitoring include:

- * Joint Committee on Revenue
- * Joint Statutory Committee on Land Use
- * Senate Interim Committee on Agriculture and Natural Resources
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- * PERS, "Son of Ballot Measure 5", and other Nov. 1995 initiative groups
- * And other relevant committee and/or task forces which consider Metro issues

3. Contact with Individual Legislators.

Western Advocates will maintain contact with individual legislators between sessions and will work with the Office of Public and Government Relations to conduct a briefing for legislators prior to the beginning of the 1995 session.

4. Coordination and management of Contract.

Direction and supervision of the Scope of Work shall be accomplished through oversight by the Director of Public and Government Relations, and the Executive Officer and Presiding Officer and/or their designees. Western Advocates shall report to Metro at least once a month during the legislative session to transmit a progress report and receive guidance regarding the Scope of Work. Additional meetings may be scheduled upon request of either party.

5. Western Advocates shall attend and represent Metro before any special session of the

Legislature that may be held and will inform Metro of the progress of the legislature in the same manner as is established for the regular session.

CONTRACT NO. 903805

AGREEMENT FOR SERVICES

This Agreement dated this ____ day of _____, 1994, is between METRO, a municipal corporation, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and the SPECIAL DISTRICTS ASSOCIATION OF OREGON (SDAO), (hereinafter referred to as "CONTRACTOR"), whose address is PO Box 12613, Salem, Oregon 97309, for the period of July 1, 1994 through June 30, 1995, 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:

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 \$52,000.00, 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
OR OREGON

METRO

BY _____

BY _____

DATE _____

DATE _____

STAFF REPORT

RESOLUTION NO. 94-2004, FOR THE PURPOSE OF APPROVING AN INTERGOVERNMENTAL AGREEMENT IN THE AMOUNT OF \$52,000.00 WITH THE SPECIAL DISTRICTS ASSOCIATION OF OREGON (SDAO) TO PROVIDE LEGISLATIVE SERVICES TO METRO.

July 13, 1994

Presented by: Merrie Waylett

Background

For the last three legislative sessions, Metro has contracted with the Special Districts Association (SDAO) for legislative contact and monitoring services associated with both the regular session and meeting of interim committees as well as for local government relations.

The 1994-95 budget as adopted directs that the contract with SDAO be for legislative related services only and contact with other governments is to be the responsibility of the Office of Public and Government Relations. The contract is to be managed within Metro by the Office of Public and Government Relations in coordination with the Executive Officer, Metro Council, and department directors.

The adopted budget reflects this decision and provides for SDAO to be paid \$52,000 for 1994-95 in payments of \$3,000 per month from July to October and \$5,000 per month from November 1994 through June 1995.

GOVERNMENTAL AFFAIRS COMMITTEE REPORT

RESOLUTION NO. 94-2004A, APPROVING AN INTERGOVERNMENTAL AGREEMENT IN THE AMOUNT OF \$52,000 WITH THE SPECIAL DISTRICTS ASSOCIATION OF OREGON (SDAO) TO PROVIDE LEGISLATIVE SERVICES TO METRO

Date: July 14, 1994

Presented by: Councilor McFarland

COMMITTEE RECOMMENDATION: At its July 13, 1994 meeting the Governmental Affairs Committee voted 4-0 to recommend Council adoption of Resolution No. 94-2004A. Voting in favor were Councilors Gates, Buchanan, McFarland, and Van Bergen. Councilor Wyers was absent.

COMMITTEE DISCUSSION/ISSUES: Merrie Waylett, Director of the Office of Public and Government Relations, presented the staff report. The recommended change in the resolution is to add language to item #1 in the Scope of Work, to delineate specific tasks to be done by the contractor at the 1995 legislative session. Ms. Waylett explained that the Special Districts Association has not had the opportunity to review the new language, but she expects no significant problem with the language. She said she reviewed the language with Burton Weast of Western Advocates, who will be doing the work involved, and he had no problem with it.

Councilor Van Bergen asked if the \$52,000 represented an increase over the current contract. Committee Analyst Casey Short said this is a decrease from the \$60,000 in the current contract. The reduction is a result of direction from Council in the budget process to have the Office of Public and Government Relations perform local government coordination in 1994-95, rather than have Western Advocates do that work. Councilor Van Bergen noted a timing problem in that Metro's fiscal year ends June 30 and he expects the legislative session to last beyond that date. He suggested the contract be started on August 1 so it would extend through July of 1995. Mr. Short said that would mean Western Advocates would not be paid for work they have done in July of 1994, and he added that the Council could extend the contract into July of 1995 if needed for legislative services. He said that was done in 1993, when the session went into July. Councilor Van Bergen said the Council should receive better reporting on the work done under this contract, especially in non-legislative years. Ms. Waylett said that had been a problem, and the scope of work for this contract calls for better monitoring and reporting to Metro.

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5. Western Advocates shall attend and represent Metro before any special session of the

Legislature that may be held and will inform Metro of the progress of the legislature in the same manner as is established for the regular session.

6. Western Advocates shall meet with Metro staff on a regular basis to ensure familiarity with Metro programs and issues. In addition, Metro will be represented at other meetings which are necessary to carry out the 1995 Legislative agenda. Examples of such meetings would be the Metro Lobby Group and the transportation coalition.