

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF CONFIRMING)	RESOLUTION NO. 98-2696
THE SELECTION OF PAC/WEST)	
COMMUNICATIONS TO REPRESENT)	Introduced by:
METRO BEFORE THE 1999 SESSION)	
OF THE OREGON LEGISLATURE)	Mike Burton, Executive Officer
)	Jon Kvistad, Presiding Officer

WHEREAS, Metro needs to maintain liaison with the state and federal legislature, and

WHEREAS, Funds were placed in the adopted Metro FY 1998-99 Budget under Contracted Professional Services to be available for this purpose, and

WHEREAS, On June 11, 1998 the Metro Council authorized a request for proposals for a personal services contract to represent Metro before the 1999 Session of the Oregon Legislature, and

WHEREAS, "Attachment A" documents the contractors' Scope of Work, and

WHEREAS, "Attachment B" stipulates the terms of the Personal Services Agreement between Metro and PAC/WEST Communications, and

WHEREAS, PAC/WEST Communications submitted the highest ranking proposal; now, therefore,

BE IT RESOLVED;


That the Metro Council authorizes the execution of Contract No. 920849 with PAC/WEST Communications to represent Metro before the 1999 Session of the Oregon Legislature.

ADOPTED by the Metro Council this 10th day of SEPTEMBER 1998.



 Jon Kvistad, Presiding Officer

Approved as to Form:



 Daniel B Cooper, General Counsel

Attachment A

SCOPE OF WORK

1. Description of the Work

A. 1999 Legislative Session

The contractor will represent Metro before the 1999 session of the Oregon Legislature by arranging for introduction of any legislation which the agency requests to be put forth and monitoring all legislation which may impact Metro through daily attendance at committee meetings, work sessions and hearings, meetings with individual legislators and other appropriate means. The contractor 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.

B. Contact with Individual Legislators

The contractor will establish contact with individual legislators on behalf of Metro and will work with the Council and Executive Office to conduct a briefing for legislators prior to the beginning of the 1999 session.

C. Coordination and Management of Contract

Metro's legislative agenda is developed jointly between the Executive Officer and the Metro Council. Direction and supervision of the Scope of Work shall be accomplished through oversight by the Council Government Affairs Committee and the Executive Officer. The contractor shall report to the Metro Council at least once a month during the legislative session to transmit a progress report. Additional meetings may be scheduled upon request of any of the parties.

The contractor shall meet with Metro elected officials and 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 1999 Legislative Agenda.

2. Payment and Billing

Contractor shall perform the above work for a maximum price not to exceed **SIXTY THOUSAND DOLLARS (\$60,000.00)** to be paid at a rate of **SIX THOUSAND DOLLARS (\$6,000.00)** per month for the period of September 14, 1998 to June 30, 1999.

The maximum price includes all fees, costs and expenses of whatever nature. Contractor's billing statements will include an itemized statement of work done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to Metro, attention:

Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736.
Metro will pay Contractor within 30 days of receipt of an approved billing statement.

Attachment B

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and **PAC/WEST COMMUNICATIONS**, referred to herein as "Contractor," located at **5285 SW MEADOWS ROAD, SUITE 340, LAKE OSWEGO, OR 97035**.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective **SEPTEMBER 14, 1998** and shall remain in effect until and including **JUNE 30, 1999**, unless terminated as provided in this Agreement, or extended as provided by the Metro Code.

2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.

3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed **SIXTY THOUSAND DOLLARS AND 00/100THS (\$60,000.00)** at a rate of **SIX THOUSAND DOLLARS AND 00/100THS (\$6,000.00)** per month.

4. Insurance.

a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

(1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and

(2) Automobile bodily injury and property damage liability insurance.

b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials 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, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

relating to this contract

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

PAC/WEST COMMUNICATIONS

METRO

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 98-2696 FOR THE PURPOSE OF CONFIRMING THE SELECTION OF PAC/WEST COMMUNICATIONS TO REPRESENT METRO BEFORE THE 1999 SESSION OF THE OREGON LEGISLATURE.

Date: August 21, 1998

Presented by: Mike Burton
Jon Kvistad

BACKGROUND:

Metro has a need to manage and coordinate its legislative agenda Fiscal Year 1998-99 and maintain ongoing contact with individual state legislators. The Metro Council authorized a request for proposals for a personal services contract to represent Metro before the 1999 Session of the Oregon Legislature.

The Council approved \$60,000.00 in the Fiscal Year 1998-99 Contracted Professional Services Budget for this purpose.

The request for proposals garnered twelve (12) applicants for this position. After an initial evaluation based on the RFP criteria the top five (5) highest ranking were interviewed by Executive Officer Mike Burton, Presiding Officer Jon Kvistad, and Metro General Counsel Dan Cooper.

PAC/WEST Communications submitted the highest ranking proposal. Mr. Paul Phillips, President of PAC/WEST Communications, has extensive experience as a lobbyist in Salem. Prior to being named President of PAC/WEST Communications, Mr. Phillips served three terms in the Oregon House of Representatives and two terms in the Oregon State Senate. As assistant majority leader and chair of the Government Finance and Tax Policy Committee, he helped shape and implement a successful legislative agenda.

Mr. Phillips also served as president of Tualatin Valley Economic Development Corporation facilitating discussions and negotiations between the public and private sectors.

If approved, the contract would begin September 14, 1998.

Executive Officer's Recommendation:

The Executive Officer recommends that PAC/WEST Communications be confirmed to represent Metro before the 1999 Session of the Oregon Legislature.