

**METROPOLITAN EXPOSITION-RECREATION COMMISSION**

**RESOLUTION NO. 136**

Authorizing the General Manager to execute, on behalf of the Commission, individual agreements with Career Network Incorporated Agency, Employers Overload, Olsten Temporary Services, The Personnel Department and Temporary Staffing, for providing temporary personnel services for all Commission facilities.

The Metropolitan Exposition-Recreation Commission finds:

1. That on June 21, 1991, the Commission issued a Request for Proposals for temporary personnel services.
2. That the Commission received proposals from nine agencies.
3. That staff conducted proposal review and evaluation based on the criteria established in the Request for Proposals.
4. That based on the evaluation process and staff recommendations, the Commission selects Career Network Incorporated Agency, Employers Overload, Olsten Temporary Services, The Personnel Department and Temporary Staffing to provide temporary personnel services.

BE IT THEREFORE RESOLVED that the General Manager is authorized to execute, on behalf of the Commission, agreements for temporary personnel services with Career Network Incorporated Agency, Employers Overload, Olsten Temporary Services, The Personnel Department and Temporary Staffing.

Passed by the Commission on August 7, 1991.




Chair



Secretary/Treasurer

APPROVED AS TO FORM:

  
General Counsel

## TEMPORARY PERSONNEL SERVICES AGREEMENT

THIS CONTRACT is entered into by and between the Metropolitan Exposition-Recreation Commission (hereinafter referred to as "the MERC"), and Career Network Incorporated Agency, (hereinafter referred to as "Contractor").

IN CONSIDERATION of the mutual promises and terms and conditions set forth hereafter, the parties agree as follows:

### 1. Term

The term of this contract shall commence on execution of this contract and end on June 30, 1992 unless sooner terminated under the provisions hereof. The MERC shall have the option to renew the contract for one additional year under the same terms and conditions. The contract rates in any option are subject to adjustment to reflect changes in the Consumer Price Index for Portland, Oregon.

### 2. Contract Documents

The terms, conditions, covenants and provisions of the MERC's RFP and Contractor's Proposal are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein. Any conflict or discrepancy between any document herein incorporated by reference shall be resolved in accordance with the order of precedence hereinafter enumerated:

|         |  |
|---------|--|
| First:  | This Contract and mutually agreed upon modifications |
| Second: | The MERC' RFP  |
| Third:  | Contractor's Proposal                                |

The Contract documents as above described constitute the entire agreement between the parties with respect to the services to be provided supersedes all prior negotiations, representations or agreements.

### 3. Contractor Identification

Contractor shall furnish to the MERC its social security number or employer identification number as designated by the Internal Revenue Service.

### 4. Compensation

The MERC agrees to pay Contractor the following rates for the services described:

| <u>Classification</u>    | <u>Rate</u>       |
|--------------------------|-------------------|
| Administrative Secretary | \$ 10.48 per hour |
| Payroll Clerk            | \$ 10.48 per hour |
| Filing Clerk             | \$ 7.25 per hour  |
| Operating Engineer       | \$ 15.72 per hour |
| Telephone Technician     | \$ 15.72 per hour |
| Accounting Clerk         | \$ 9.17 per hour  |
| Receptionist             | \$ 7.86 per hour  |

Payment for the services actually performed shall be made within 30 days after the MERC's receipt of Contractor's approved invoice in accordance with the agreed upon rates set forth in the Contract documents. Invoices must be sent directly to the MERC's Accounts Payable Department, P. O. Box 2746, Portland, Oregon 97208. All invoices shall be submitted in triplicate (one copy marked "original") and must contain reference to the contract number and a summary report containing: a breakdown of each prior billing, and the amount presently billed.

5. Contractor is Independent Contractor

A. Contractor shall be an independent contractor for all purposes and shall be entitled to no other compensation other than the compensation provided for under Paragraph 4 of this Contract.

B. Contractor acknowledges responsibility for liability arising out of its performance of this Contract and shall hold the MERC harmless from and indemnify the MERC for any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting directly or indirectly from the Contractor's negligent acts or omissions. The MERC may require Contractor to provide proof of insurance in an amount not less than the MERC's maximum liability under the Oregon Tort Claims Act, to assure indemnification.

C. No person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half for all overtime and for work performed on Saturday and any legal holiday specified in ORS 279.334.

6. Termination

### **Convenience**

A. The MERC may terminate this Contract, in whole or in part, at any time by 30 days written notice to the Contractor. Contractor shall be paid for work performed up to the time of termination.

B. Contractor shall submit its termination claim within 30 days of the effective date of termination. The claim must itemize the cost of and expenses for work performed up to the time of termination.

### **Default**

A. The MERC may terminate this Contract for default by Contractor. Contractor is in default if it has materially breached this Contract and has not remedied the breach within three (3) days of Contractor's actual knowledge of the breach, or within such period as stated in MERC's written notice of the breach to Contractor. Material breach includes, but is not limited to, Contractor's failure to provide services within four (4) hours of request by the MERC's staff or failure to pay temporary personnel assigned to the MERC on time. The parties agree that the MERC shall retain the exclusive right to determine whether any action or failure of Contractor constitutes a material breach hereunder, and any such determination shall be conclusive and shall be binding upon the parties hereto.

B. The parties agree that the MERC shall retain the exclusive right to demand performance which is in all ways satisfactory to it, and that the MERC shall retain the exclusive right to determine whether performance is or is not satisfactory. In the event Contractor's performance hereunder is deemed unsatisfactory, the MERC shall have the right to terminate this agreement and all rights and obligations hereunder.

C. The Contractor's failure or inability to supply satisfactory services on three (3) occasions during the term of this Contract constitutes default by the Contractor.

### **7. Workers' Compensation Coverage**

Contractor certifies that Contractor has qualified for State of Oregon Workers' Compensation coverage for all Contractor's employees, either as a direct responsibility employer as provided by ORS 656.407 or as a contributing employer. Contractor agrees to maintain workers' compensation insurance coverage for the duration of this agreement. Failure to maintain workers' compensation insurance coverage at all times during the term of this agreement shall be cause for immediate termination of this agreement.

In addition to any liability insurance certifications required by the Contract, the Contractor shall provided to the MERC within 10 days after contract award a certificate of insurance evidencing coverage of all subject workers under Oregon's Workers' Compensation statutes issued by an insurance company satisfactory to the MERC. The certificate and policy

shall indicate that the policy shall not be terminated by the insurance carrier without sixty (60) days advance written notice to the MERC.

8. Subletting or Assigning of Contracts

Contractor agrees that it shall not assign, sell, transfer or sublet its rights or delegate its responsibilities under this Contract in whole or in part without written consent of the MERC.

9. Law of Oregon

This Contract shall be governed by the laws of the State of Oregon. The Contract provisions required by ORS Chapter 279 to be included in public contracts are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein.

10. Discrimination Prohibited

In performance of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, religion, sex or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11. Disadvantaged Business Program

A. Contractor agrees to follow the policies and rules set out in the MERC's Request for Proposals regarding Disadvantaged Business Enterprises and Women-Owned Business Enterprises for any and all subcontracts as they may relate to this Contract. The MERC's Disadvantaged Business Program by this reference is hereby fully incorporated as if fully set forth herein.

B. Contractor agrees to follow the MERC's target area first opportunity hiring policy which by this reference is hereby fully incorporated as if fully set forth herein.

C. Contractor shall provide reports on its compliance with the Disadvantaged Business Program and Target Area First Opportunity Hiring Policy every six months.

D. The MERC reserves the right, at all times during the period of this Agreement, to monitor compliance with the terms of the Disadvantaged Business Program, Target Area First Opportunity Hiring Policy and this Agreement.

12. Notices

Notices by the Contractor to the MERC regarding this agreement shall be made in writing to the Metropolitan Exposition-Recreation Commission in care of the Purchasing Coordinator, P. O. Box 2746, Portland, Oregon 97208.

Notices by the MERC to the Contractor hereunder shall be sent to Lynn Gibson, Career Network Incorporated Agency, Suite 300, 700 NE Multnomah, Portland, Oregon 97232.

13. Requirements Contract

This is a requirements contract. Contractor shall provide services as necessary to meet the MERC's requirements. The estimates shown on the Proposal Form are estimates of the MERC's annual requirements. The MERC does not warrant that it will require any particular level of services from Contractor, and the MERC is not obligated to purchase services of the type covered by this Contract exclusively from Contractor. The MERC makes no representation or guarantee as to the minimum or maximum amount or duration of services to be procured under this contract. In the event the contractor is unable to meet a request for services by the MERC, the contractor waives the assignment and the assignment will be offered to the next agency in the rotation order.

14. Hiring Away

The MERC agrees not to directly or indirectly hire any employee of the Contractor to perform the same services the employee is assigned to the MERC to perform unless 90 days has passed from the first day of the continuous assignment.

15. Modification

Any modification of the provisions of this Contract shall be reduced to writing and signed by the parties.

CONTRACTOR:

METROPOLITAN EXPOSITION-  
RECREATION COMMISSION:

Career Network Incorporated Agency  
Agency Name

Lee Fehrenkamp  
Lee Fehrenkamp, General Manager

Lynn Gibson  
By

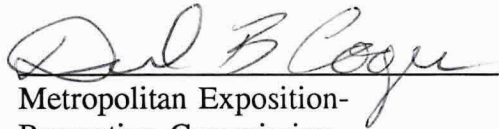
9-13-91  
Date

Agency President  
Title

93-1003498

Social Security or Federal ID No.

APPROVED AS TO FORM:



Metropolitan Exposition-  
Recreation Commission  
General Counsel

## TEMPORARY PERSONNEL SERVICES AGREEMENT

THIS CONTRACT is entered into by and between the Metropolitan Exposition-Recreation Commission (hereinafter referred to as "the MERC"), and Employers Overload, (hereinafter referred to as "Contractor").

IN CONSIDERATION of the mutual promises and terms and conditions set forth hereafter, the parties agree as follows:

### 1. Term

The term of this contract shall commence on execution of this contract and end on June 30, 1992 unless sooner terminated under the provisions hereof. The MERC shall have the option to renew the contract for one additional year under the same terms and conditions. The contract rates in any option are subject to adjustment to reflect changes in the Consumer Price Index for Portland, Oregon.

### 2. Contract Documents

The terms, conditions, covenants and provisions of the MERC's RFP and Contractor's Proposal are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein. Any conflict or discrepancy between any document herein incorporated by reference shall be resolved in accordance with the order of precedence hereinafter enumerated:

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| Third:  | Contractor's Proposal                                |

The Contract documents as above described constitute the entire agreement between the parties with respect to the services to be provided supersedes all prior negotiations, representations or agreements.

### 3. Contractor Identification

Contractor shall furnish to the MERC its social security number or employer identification number as designated by the Internal Revenue Service.

### 4. Compensation

The MERC agrees to pay Contractor the following rates for the services described:



| <u>Classification</u>    | <u>Rate</u>       |
|--------------------------|-------------------|
| Administrative Secretary | \$ 11.25 per hour |
| Payroll Clerk            | \$ 8.50 per hour  |
| Filing Clerk             | \$ 8.25 per hour  |
| Operating Engineer       | \$ 15.50 per hour |
| Telephone Technician     | \$ 18.85 per hour |
| Accounting Clerk         | \$ 11.25 per hour |
| Receptionist             | \$ 8.25 per hour  |

Payment for the services actually performed shall be made within 30 days after the MERC's receipt of Contractor's approved invoice in accordance with the agreed upon rates set forth in the Contract documents. Invoices must be sent directly to the MERC's Accounts Payable Department, P. O. Box 2746, Portland, Oregon 97208. All invoices shall be submitted in triplicate (one copy marked "original") and must contain reference to the contract number and a summary report containing: a breakdown of each prior billing, and the amount presently billed.

5. Contractor is Independent Contractor

A. Contractor shall be an independent contractor for all purposes and shall be entitled to no other compensation other than the compensation provided for under Paragraph 4 of this Contract.

B. Contractor acknowledges responsibility for liability arising out of its performance of this Contract and shall hold the MERC harmless from and indemnify the MERC for any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting directly or indirectly from the Contractor's negligent acts or omissions. The MERC may require Contractor to provide proof of insurance in an amount not less than the MERC's maximum liability under the Oregon Tort Claims Act, to assure indemnification.

C. No person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half for all overtime and for work performed on Saturday and any legal holiday specified in ORS 279.334.

6. Termination

### **Convenience**

A. The MERC may terminate this Contract, in whole or in part, at any time by 30 days written notice to the Contractor. Contractor shall be paid for work performed up to the time of termination.

B. Contractor shall submit its termination claim within 30 days of the effective date of termination. The claim must itemize the cost of and expenses for work performed up to the time of termination.

### **Default**

A. The MERC may terminate this Contract for default by Contractor. Contractor is in default if it has materially breached this Contract and has not remedied the breach within three (3) days of Contractor's actual knowledge of the breach, or within such period as stated in MERC's written notice of the breach to Contractor. Material breach includes, but is not limited to, Contractor's failure to provide services within four (4) hours of request by the MERC's staff or failure to pay temporary personnel assigned to the MERC on time. The parties agree that the MERC shall retain the exclusive right to determine whether any action or failure of Contractor constitutes a material breach hereunder, and any such determination shall be conclusive and shall be binding upon the parties hereto.

B. The parties agree that the MERC shall retain the exclusive right to demand performance which is in all ways satisfactory to it, and that the MERC shall retain the exclusive right to determine whether performance is or is not satisfactory. In the event Contractor's performance hereunder is deemed unsatisfactory, the MERC shall have the right to terminate this agreement and all rights and obligations hereunder.

C. The Contractor's failure or inability to supply satisfactory services on three (3) occasions during the term of this Contract constitutes default by the Contractor.

### **7. Workers' Compensation Coverage**

Contractor certifies that Contractor has qualified for State of Oregon Workers' Compensation coverage for all Contractor's employees, either as a direct responsibility employer as provided by ORS 656.407 or as a contributing employer. Contractor agrees to maintain workers' compensation insurance coverage for the duration of this agreement. Failure to maintain workers' compensation insurance coverage at all times during the term of this agreement shall be cause for immediate termination of this agreement.

In addition to any liability insurance certifications required by the Contract, the Contractor shall provided to the MERC within 10 days after contract award a certificate of insurance evidencing coverage of all subject workers under Oregon's Workers' Compensation statutes issued by an insurance company satisfactory to the MERC. The certificate and policy

shall indicate that the policy shall not be terminated by the insurance carrier without sixty (60) days advance written notice to the MERC.

8. Subletting or Assigning of Contracts

Contractor agrees that it shall not assign, sell, transfer or sublet its rights or delegate its responsibilities under this Contract in whole or in part without written consent of the MERC.

9. Law of Oregon

This Contract shall be governed by the laws of the State of Oregon. The Contract provisions required by ORS Chapter 279 to be included in public contracts are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein.

10. Discrimination Prohibited

In performance of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, religion, sex or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11. Disadvantaged Business Program

A. Contractor agrees to follow the policies and rules set out in the MERC's Request for Proposals regarding Disadvantaged Business Enterprises and Women-Owned Business Enterprises for any and all subcontracts as they may relate to this Contract. The MERC's Disadvantaged Business Program by this reference is hereby fully incorporated as if fully set forth herein.

B. Contractor agrees to follow the MERC's target area first opportunity hiring policy which by this reference is hereby fully incorporated as if fully set forth herein.

C. Contractor shall provide reports on its compliance with the Disadvantaged Business Program and Target Area First Opportunity Hiring Policy every six months.

D. The MERC reserves the right, at all times during the period of this Agreement, to monitor compliance with the terms of the Disadvantaged Business Program, Target Area First Opportunity Hiring Policy and this Agreement.

12. Notices

Notices by the Contractor to the MERC regarding this agreement shall be made in writing to the Metropolitan Exposition-Recreation Commission in care of the Purchasing Coordinator, 777 NE MLK Blvd., P. O. Box 2746 Portland, Oregon 97208.

Notices by the MERC to the Contractor hereunder shall be sent to Peter Szambelan, Employers Overload, 610 SW Broadway, Portland, Oregon 97205.

13. Requirements Contract

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14. Hiring Away

The MERC agrees to notify the Contractor at least 30 days prior to hiring any employee on assignment with the MERC provided the employee is to perform the same services as those of assignment.

15. Modification

Any modification of the provisions of this Contract shall be reduced to writing and signed by the parties.

CONTRACTOR:

METROPOLITAN EXPOSITION-  
RECREATION COMMISSION:

Employers Overload

Agency Name

Peter Szambelan

By

President  
Title

Lee Fehrenkamp  
Lee Fehrenkamp, General Manager

9-13-91  
Date

Fed. ID# 93-0630573  
Social Security or Federal ID No.

APPROVED AS TO FORM:

D. B. Coon  
Metropolitan Exposition-  
Recreation Commission  
General Counsel

## TEMPORARY PERSONNEL SERVICES AGREEMENT

THIS CONTRACT is entered into by and between the Metropolitan Exposition-Recreation Commission (hereinafter referred to as "the MERC"), and Olsten Temporary Services, (hereinafter referred to as "Contractor").

IN CONSIDERATION of the mutual promises and terms and conditions set forth hereafter, the parties agree as follows:

1. Term

The term of this contract shall commence on execution of this contract and end on June 30, 1992 unless sooner terminated under the provisions hereof. The MERC shall have the option to renew the contract for one additional year under the same terms and conditions. The contract rates in any option are subject to adjustment to reflect changes in the Consumer Price Index for Portland, Oregon.

2. Contract Documents

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3. Contractor Identification

Contractor shall furnish to the MERC its social security number or employer identification number as designated by the Internal Revenue Service.

4. Compensation

The MERC agrees to pay Contractor the following rates for the services described:

| <u>Classification</u>    | <u>Rate</u>       |
|--------------------------|-------------------|
| Administrative Secretary | \$ 9.91 per hour  |
| Payroll Clerk            | \$ 9.56 per hour  |
| Filing Clerk             | \$ 8.28 per hour  |
| Operating Engineer       | \$ 13.79 per hour |
| Telephone Technician     | \$ 16.56 per hour |
| Accounting Clerk         | \$ 9.66 per hour  |
| Receptionist             | \$ 8.34 per hour  |

Payment for the services actually performed shall be made within 30 days after the MERC's receipt of Contractor's approved invoice in accordance with the agreed upon rates set forth in the Contract documents. Invoices must be sent directly to the MERC's Accounts Payable Department, P. O. Box 2746, Portland, Oregon 97208. All invoices shall be submitted in triplicate (one copy marked "original") and must contain reference to the contract number and a summary report containing: a breakdown of each prior billing, and the amount presently billed.

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C. No person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half for all overtime and for work performed on Saturday and any legal holiday specified in ORS 279.334.

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### **Convenience**

A. The MERC may terminate this Contract, in whole or in part, at any time by 30 days written notice to the Contractor. Contractor shall be paid for work performed up to the time of termination.

B. Contractor shall submit its termination claim within 30 days of the effective date of termination. The claim must itemize the cost of and expenses for work performed up to the time of termination.

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B. The parties agree that the MERC shall retain the exclusive right to demand performance which is in all ways satisfactory to it, and that the MERC shall retain the exclusive right to determine whether performance is or is not satisfactory. In the event Contractor's performance hereunder is deemed unsatisfactory, the MERC shall have the right to terminate this agreement and all rights and obligations hereunder.

C. The Contractor's failure or inability to supply satisfactory services on three (3) occasions during the term of this Contract constitutes default by the Contractor.

### **7. Workers' Compensation Coverage**

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9. Law of Oregon

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11. Disadvantaged Business Program

A. Contractor agrees to follow the policies and rules set out in the MERC's Request for Proposals regarding Disadvantaged Business Enterprises and Women-Owned Business Enterprises for any and all subcontracts as they may relate to this Contract. The MERC's Disadvantaged Business Program by this reference is hereby fully incorporated as if fully set forth herein.

B. Contractor agrees to follow the MERC's target area first opportunity hiring policy which by this reference is hereby fully incorporated as if fully set forth herein.

C. Contractor shall provide reports on its compliance with the Disadvantaged Business Program and Target Area First Opportunity Hiring Policy every six months.

D. The MERC reserves the right, at all times during the period of this Agreement, to monitor compliance with the terms of the Disadvantaged Business Program, Target Area First Opportunity Hiring Policy and this Agreement.

12. Notices

Notices by the Contractor to the MERC regarding this agreement shall be made in writing to the Metropolitan Exposition-Recreation Commission in care of the Purchasing Coordinator, P. O. Box 2746, Portland, Oregon 97208.

Notices by the MERC to the Contractor hereunder shall be sent to Jan Ellis, Olsten Temporary Services, Suite 120, 2600 SE 98th Street, Portland, Oregon 97266.

13. Requirements Contract

This is a requirements contract. Contractor shall provide services as necessary to meet the MERC's requirements. The estimates shown on the Proposal Form are estimates of the MERC's annual requirements. The MERC does not warrant that it will require any particular level of services from Contractor, and the MERC is not obligated to purchase services of the type covered by this Contract exclusively from Contractor. The MERC makes no representation or guarantee as to the minimum or maximum amount or duration of services to be procured under this contract. In the event the contractor is unable to meet a request for services by the MERC, the contractor waives the assignment and the assignment will be offered to the next agency in the rotation order.

14. Hiring Away

The Contractor agrees to release any employee on assignment with the MERC without compensation or prior notice.

15. Modification

Any modification of the provisions of this Contract shall be reduced to writing and signed by the parties.

CONTRACTOR:

METROPOLITAN EXPOSITION-  
RECREATION COMMISSION:

Olsten Temporary Services  
Agency Name

Lee Fehrenkamp  
Lee Fehrenkamp, General Manager

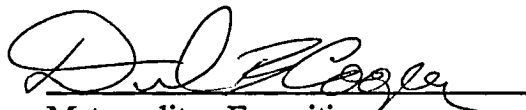
Robert A. McNeil  
By

9-13-91  
Date

ASSISTANT SECRETARY  
Title

13-2610512  
Social Security or Federal ID No.

APPROVED AS TO FORM:



Metropolitan Exposition  
Recreation Commission  
General Counsel

## TEMPORARY PERSONNEL SERVICES AGREEMENT

THIS CONTRACT is entered into by and between the Metropolitan Exposition-Recreation Commission (hereinafter referred to as "the MERC"), and The Personnel Department, (hereinafter referred to as "Contractor").

IN CONSIDERATION of the mutual promises and terms and conditions set forth hereafter, the parties agree as follows:

### 1. Term

The term of this contract shall commence on execution of this contract and end on June 30, 1992 unless sooner terminated under the provisions hereof. The MERC shall have the option to renew the contract for one additional year under the same terms and conditions. The contract rates in any option are subject to adjustment to reflect changes in the Consumer Price Index for Portland, Oregon.

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### 4. Compensation

The MERC agrees to pay Contractor the following rates for the services described:

| <u>Classification</u>    | <u>Rate</u>        |
|--------------------------|--------------------|
| Administrative Secretary | \$ 9.00 per hour.  |
| Payroll Clerk            | \$ 7.96 per hour.  |
| Filing Clerk             | \$ 7.58 per hour.  |
| Operating Engineer       | \$ 20.72 per hour. |
| Telephone Technician     | \$ 23.00 per hour. |
| Accounting Clerk         | \$ 8.09 per hour.  |
| Receptionist             | \$ 7.96 per hour.  |

Payment for the services actually performed shall be made within 30 days after the MERC's receipt of Contractor's approved invoice in accordance with the agreed upon rates set forth in the Contract documents. Invoices must be sent directly to the MERC's Accounts Payable Department, P. O. Box 2746, Portland, Oregon 97208. All invoices shall be submitted in triplicate (one copy marked "original") and must contain reference to the contract number and a summary report containing: a breakdown of each prior billing, and the amount presently billed.

5. Contractor is Independent Contractor

A. Contractor shall be an independent contractor for all purposes and shall be entitled to no other compensation other than the compensation provided for under Paragraph 4 of this Contract.

B. Contractor acknowledges responsibility for liability arising out of its performance of this Contract and shall hold the MERC harmless from and indemnify the MERC for any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting directly or indirectly from the Contractor's negligent acts or omissions. The MERC may require Contractor to provide proof of insurance in an amount not less than the MERC's maximum liability under the Oregon Tort Claims Act, to assure indemnification.

C. No person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half for all overtime and for work performed on Saturday and any legal holiday specified in ORS 279.334.

6. Termination

### **Convenience**

A. The MERC may terminate this Contract, in whole or in part, at any time by 30 days written notice to the Contractor. Contractor shall be paid for work performed up to the time of termination.

B. Contractor shall submit its termination claim within 30 days of the effective date of termination. The claim must itemize the cost of and expenses for work performed up to the time of termination.

### **Default**

A. The MERC may terminate this Contract for default by Contractor. Contractor is in default if it has materially breached this Contract and has not remedied the breach within three (3) days of Contractor's actual knowledge of the breach, or within such period as stated in MERC's written notice of the breach to Contractor. Material breach includes, but is not limited to, Contractor's failure to provide services within four (4) hours of request by the MERC's staff or failure to pay temporary personnel assigned to the MERC on time. The parties agree that the MERC shall retain the exclusive right to determine whether any action or failure of Contractor constitutes a material breach hereunder, and any such determination shall be conclusive and shall be binding upon the parties hereto.

B. The parties agree that the MERC shall retain the exclusive right to demand performance which is in all ways satisfactory to it, and that the MERC shall retain the exclusive right to determine whether performance is or is not satisfactory. In the event Contractor's performance hereunder is deemed unsatisfactory, the MERC shall have the right to terminate this agreement and all rights and obligations hereunder.

C. The Contractor's failure or inability to supply satisfactory services on three (3) occasions during the term of this Contract constitutes default by the Contractor.

### **7. Workers' Compensation Coverage**

Contractor certifies that Contractor has qualified for State of Oregon Workers' Compensation coverage for all Contractor's employees, either as a direct responsibility employer as provided by ORS 656.407 or as a contributing employer. Contractor agrees to maintain workers' compensation insurance coverage for the duration of this agreement. Failure to maintain workers' compensation insurance coverage at all times during the term of this agreement shall be cause for immediate termination of this agreement.

In addition to any liability insurance certifications required by the Contract, the Contractor shall provided to the MERC within 10 days after contract award a certificate of insurance evidencing coverage of all subject workers under Oregon's Workers' Compensation statutes issued by an insurance company satisfactory to the MERC. The certificate and policy

shall indicate that the policy shall not be terminated by the insurance carrier without sixty (60) days advance written notice to the MERC.

8. Subletting or Assigning of Contracts

Contractor agrees that it shall not assign, sell, transfer or sublet its rights or delegate its responsibilities under this Contract in whole or in part without written consent of the MERC.

9. Law of Oregon

This Contract shall be governed by the laws of the State of Oregon. The Contract provisions required by ORS Chapter 279 to be included in public contracts are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein.

10. Discrimination Prohibited

In performance of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, religion, sex or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11. Disadvantaged Business Program

A. Contractor agrees to follow the policies and rules set out in the MERC's Request for Proposals regarding Disadvantaged Business Enterprises and Women-Owned Business Enterprises for any and all subcontracts as they may relate to this Contract. The MERC's Disadvantaged Business Program by this reference is hereby fully incorporated as if fully set forth herein.

B. Contractor agrees to follow the MERC's target area first opportunity hiring policy which by this reference is hereby fully incorporated as if fully set forth herein.

C. Contractor shall provide reports on its compliance with the Disadvantaged Business Program and Target Area First Opportunity Hiring Policy every six months.

D. The MERC reserves the right, at all times during the period of this Agreement, to monitor compliance with the terms of the Disadvantaged Business Program, Target Area First Opportunity Hiring Policy and this Agreement.

12. Notices

Notices by the Contractor to the MERC regarding this agreement shall be made in writing to the Metropolitan Exposition-Recreation Commission in care of the Purchasing Coordinator, P. O. Box 2746, Portland, Oregon 97208.

Notices by the MERC to the Contractor hereunder shall be sent to Vicki J. Lucore, The Personnel Department, Suite 1325, 851 SW Sixth Avenue, Portland, Oregon 97204.

13. Requirements Contract

This is a requirements contract. Contractor shall provide services as necessary to meet the MERC's requirements. The estimates shown on the Proposal Form are estimates of the MERC's annual requirements. The MERC does not warrant that it will require any particular level of services from Contractor, and the MERC is not obligated to purchase services of the type covered by this Contract exclusively from Contractor. The MERC makes no representation or guarantee as to the minimum or maximum amount or duration of services to be procured under this contract. In the event the contractor is unable to meet a request for services by the MERC, the contractor waives the assignment and the assignment will be offered to the next agency in the rotation order.

14. Hiring Away

The MERC agrees not to directly or indirectly hire any employee of the Contractor to perform the same services the employee is assigned to the MERC to perform unless eight (8) weeks has passed from the first day of the continuous assignment.

15. Modification

Any modification of the provisions of this Contract shall be reduced to writing and signed by the parties.

CONTRACTOR:

METROPOLITAN EXPOSITION-  
RECREATION COMMISSION:

The Personnel Department  
Agency Name

Lee Fehrenkamp  
Lee Fehrenkamp, General Manager


Vicki J. Lucore  
By  
Supervisor / Sales  
Title

9-13-91  
Date



93-0957689  
Social Security or Federal ID No.

APPROVED AS TO FORM:



Metropolitan Exposition-  
Recreation Commission  
General Counsel

## TEMPORARY PERSONNEL SERVICES AGREEMENT

THIS CONTRACT is entered into by and between the Metropolitan Exposition-Recreation Commission (hereinafter referred to as "the MERC"), and Temporary Staffing, Inc., (hereinafter referred to as "Contractor").

IN CONSIDERATION of the mutual promises and terms and conditions set forth hereafter, the parties agree as follows:

### 1. Term

The term of this contract shall commence on execution of this contract and end on June 30, 1992 unless sooner terminated under the provisions hereof. The MERC shall have the option to renew the contract for one additional year under the same terms and conditions. The contract rates in any option are subject to adjustment to reflect changes in the Consumer Price Index for Portland, Oregon.

### 2. Contract Documents

The terms, conditions, covenants and provisions of the MERC's RFP and Contractor's Proposal are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein. Any conflict or discrepancy between any document herein incorporated by reference shall be resolved in accordance with the order of precedence hereinafter enumerated:

First: This Contract and mutually agreed upon modifications  
Second: The MERC' RFP  
Third: Contractor's Proposal

The Contract documents as above described constitute the entire agreement between the parties with respect to the services to be provided supersedes all prior negotiations, representations or agreements.

### 3. Contractor Identification

Contractor shall furnish to the MERC its social security number or employer identification number as designated by the Internal Revenue Service.

### 4. Compensation

The MERC agrees to pay Contractor the following rates for the services described:

| <u>Classification</u>    | <u>Rate</u>        |
|--------------------------|--------------------|
| Administrative Secretary | \$ 11.20 per hour. |
| Payroll Clerk            | \$ 9.75 per hour.  |
| Filing Clerk             | \$ 8.50 per hour.  |
| Operating Engineer       | \$ 16.80 per hour. |
| Telephone Technician     | \$ 12.70 per hour. |
| Accounting Clerk         | \$ 10.50 per hour. |
| Receptionist             | \$ 9.60 per hour.  |

Payment for the services actually performed shall be made within 30 days after the MERC's receipt of Contractor's approved invoice in accordance with the agreed upon rates set forth in the Contract documents. Invoices must be sent directly to the MERC's Accounts Payable Department, P. O. Box 2746, Portland, Oregon 97208. All invoices shall be submitted in triplicate (one copy marked "original") and must contain reference to the contract number and a summary report containing: a breakdown of each prior billing, and the amount presently billed.

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C. No person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half for all overtime and for work performed on Saturday and any legal holiday specified in ORS 279.334.

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### **Convenience**

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C. Contractor shall provide reports on its compliance with the Disadvantaged Business Program and Target Area First Opportunity Hiring Policy every six months.

D. The MERC reserves the right, at all times during the period of this Agreement, to monitor compliance with the terms of the Disadvantaged Business Program, Target Area First Opportunity Hiring Policy and this Agreement.

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Notices by the MERC to the Contractor hereunder shall be sent to Noell Webb, Temporary Staffing, Suite 810, 522 SW 5th Avenue, Portland, Oregon 97204. (NW)

13. Requirements Contract

This is a requirements contract. Contractor shall provide services as necessary to meet the MERC's requirements. The estimates shown on the Proposal Form are estimates of the MERC's annual requirements. The MERC does not warrant that it will require any particular level of services from Contractor, and the MERC is not obligated to purchase services of the type covered by this Contract exclusively from Contractor. The MERC makes no representation or guarantee as to the minimum or maximum amount or duration of services to be procured under this contract. In the event the contractor is unable to meet a request for services by the MERC, the contractor waives the assignment and the assignment will be offered to the next agency in the rotation order.

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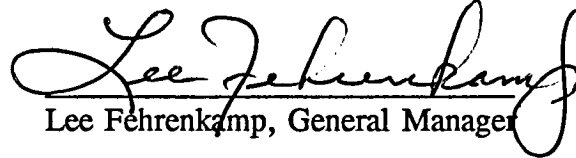
15. Modification

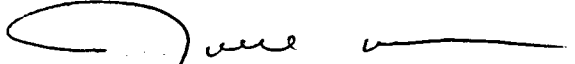
Any modification of the provisions of this Contract shall be reduced to writing and signed by the parties.

CONTRACTOR:

METROPOLITAN EXPOSITION-  
RECREATION COMMISSION:

Temporary Staffing, Inc.  
Agency Name

  
Lee Fehrenkamp, General Manager

  
By, Noell Webb

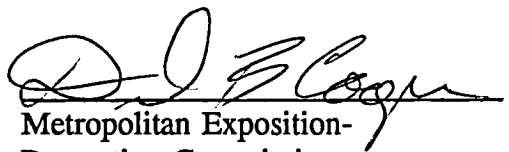
President  
Title

93-0958950

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Social Security or Federal ID No.

APPROVED AS TO FORM:

Handwritten signature in black ink, appearing to read "D. J. Logan".

Metropolitan Exposition-  
Recreation Commission  
General Counsel