

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 191

Authorizing the General Manager to execute, on behalf of the Commission, individual agreements with Beginright, Employers Overload, Interim Personnel, Northwest Temporary Services, and the Personnel Department, for providing temporary personnel services for all Commission facilities.

The Metropolitan Exposition-Recreation Commission finds:


1. That on June 11, 1992, the Commission issued a Request for Proposals for temporary personnel services.
2. That the Commission received proposals from eleven agencies.
3. That staff conducted proposal review and evaluation based on procedures and criteria established in the Request for Proposals.
4. That based on the evaluation process and staff recommendations, the Commission selects Beginright, Employers Overload, Interim Personnel, Northwest Temporary Services, and the Personnel Department to provide temporary services.

BE IT THEREFORE RESOLVED that the General Manager is authorized to execute, on behalf of the Commission, agreements for temporary personnel services with Beginright, Employers Overload, Interim Personnel, Northwest Temporary Services, and the Personnel Department.

Passed by the Commission on August 12, 1992.



Chair



Secretary/Treasurer

APPROVED AS TO FORM:



Metro Senior Assistant Counsel

Metropolitan Exposition-Recreation Commission

P.O. Box 2746 • Portland, Oregon 97208 • 503/731-7800 • Fax #731-7870 • 777 NE Martin Luther King Jr. Blvd.

DATE: August 10, 1992
TO: Metropolitan Exposition-Recreation Commission
FROM: Freda M. Walker *FMW*
SUBJECT: Temporary Personnel Services

Background

In June, 1992 the Commission approved issuance of a new Request for Proposals for temporary personnel services.

Update

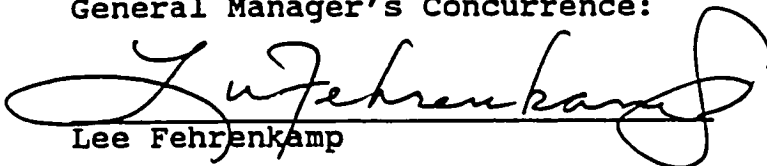
On June 12, 1992 a new RFP was issued for these services. A total of eleven proposals were received. Of the proposals received, six were in compliance and five failed to comply with RFP instructions. Of the six in compliance, one was rejected for exceeding the competitive ranges. This left a total of five agencies remaining.

Recommendation

Based on review of established procedures and award criteria, the evaluation committee recommends that contracts be awarded to Beginright, Employees Overload, Interim Personnel, Northwest Temporary Services and The Personnel Department.

If you have any questions you may contact me at 731-7839.

General Manager's Concurrence:


Lee Fehrenkamp

TEMPORARY PERSONNEL SERVICES AGREEMENT

THIS CONTRACT is entered into by and between the Metropolitan Exposition-Recreation Commission (hereinafter referred to as "the MERC"), and Beginright, 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 be one year from the date of execution and end on June 30, 1993 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' RFB |
| 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 and supersede 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 in the Contract document:

| <u>Classification</u> | <u>Total Bill Rate</u> |
|--------------------------|------------------------|
| Administrative Secretary | \$13.30 per hour |
| Payroll Clerk | \$11.20 per hour |
| Filing Clerk | \$9.10 per hour |
| Operating Engineer | \$25.20 per hour |
| Telephone Technician | \$43.40 per hour |
| Accounting Clerk | \$13.30 per hour |
| Receptionist | \$9.80 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.

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 JoAnne Bell, Beginright, 11300 NE Halsey, Suite 201, Portland, Oregon 97220.

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 with 42 days 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:

Beginright, Inc.

Joanne Bell

By

President

Title

93-0915902

Social Security or Federal ID No.

Lee Fehrenkamp

Lee Fehrenkamp, General Manager

9-11-92

Date

APPROVED AS TO FORM:

Mark B. Williams

Metro Senior Assistant Counsel

Mark B. Williams

TEMPORARY PERSONNEL SERVICES AGREEMENT

THIS CONTRACT is entered into by and between the Metropolitan Exposition-Recreation Commission (hereinafter referred to as "the MERC"), and Interim Personnel, (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 be one year from the date of execution and end on June 30, 1993 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' RFB
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 and supersede 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 in the Contract document:

| <u>Classification</u> | <u>Total Bill Rate</u> |
|--------------------------|------------------------|
| Administrative Secretary | \$14.21 per hour |
| Payroll Clerk | \$10.26 per hour |
| Filing Clerk | \$9.47 per hour |
| Operating Engineer | \$23.70 per hour |
| Telephone Technician | \$35.00 per hour |
| Accounting Clerk | \$14.21 per hour |
| Receptionist | \$9.86 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.

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 Cathy Tetley, Interim Personnel, 700 SE Chkalov Dr. Vancouver, Washington 98684.

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 with 45 days notice.

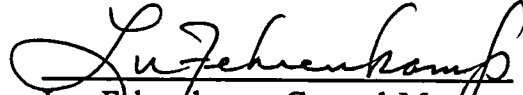
15. Modification

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

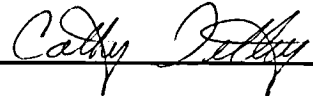
CONTRACTOR:

METROPOLITAN EXPOSITION-
RECREATION COMMISSION:

Interim Personnel



Lee Fehrenkamp, General Manager



By

9-11-92

Date


General Manager

Title

534-38-4862

Social Security or Federal ID No.

APPROVED AS TO FORM:



Metro Senior Assistant Counsel
Mark B. Williams

TEMPORARY PERSONNEL SERVICES AGREEMENT

THIS CONTRACT is entered into by and between the Metropolitan Exposition-Recreation Commission (hereinafter referred to as "the MERC"), and Northwest Temporary Services, 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 be one year from the date of execution and end on June 30, 1993 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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Contractor shall furnish to the MERC its social security number or employer identification number as designated by the Internal Revenue Service.

4. Compensation

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| <u>Classification</u> | <u>Total Bill Rate</u> |
|--------------------------|------------------------|
| Administrative Secretary | \$12.50 per hour |
| Payroll Clerk | \$10.50 per hour |
| Filing Clerk | \$8.50 per hour |
| Operating Engineer | \$25.00 per hour |
| Telephone Technician | \$35.00 per hour |
| Accounting Clerk | \$12.50 per hour |
| Receptionist | \$9.00 per hour |

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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

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10. Discrimination Prohibited

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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

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Notices by the MERC to the Contractor hereunder shall be sent to Stephanie Howe, Northwest Temporary Services, 8800 SE Sunnyside Road, #205, Clackamas, Oregon 97015..

13. Requirements Contract

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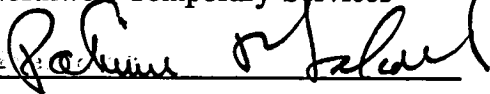
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CONTRACTOR:

METROPOLITAN EXPOSITION-
RECREATION COMMISSION:

Northwest Temporary Services

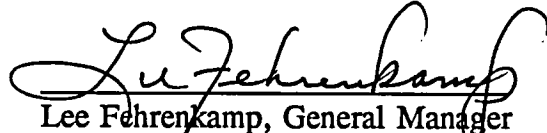

By

President

Title


93-0890341

Social Security or Federal ID No.


Lee Fehrenkamp, General Manager

9-11-92
Date

APPROVED AS TO FORM:



Metro Senior Assistant Counsel
Mark B. Williams

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:

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The Contract documents as above described constitute the entire agreement between the parties with respect to the services to be provided and supersede 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 in the Contract document:

| <u>Classification</u> | <u>Total Bill Rate</u> |
|--------------------------|------------------------|
| Administrative Secretary | \$12.00 per hour |
| Payroll Clerk | \$10.00 per hour |
| Filing Clerk | \$8.00 per hour |
| Operating Engineer | \$20.00 per hour |
| Telephone Technician | \$35.00 per hour |
| Accounting Clerk | \$12.50 per hour |
| Receptionist | \$8.50 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.

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 Peter Szambelan, Employers Overload, 4550 SW Kruse Way, Suite 300, Lake Oswego, Oregon 97035.

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 with 30 days 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:

Employers Overload

Peter J. Samblan
By

President
Title

93-0630573
Social Security or Federal ID No.

Lee Fehrenkamp
Lee Fehrenkamp, General Manager

9-11-92
Date

APPROVED AS TO FORM:

Mark B. Williams

Metro Senior Assistant Counsel
Mark B. Williams

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 be one year from the date of execution and end on June 30, 1993 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' RFB |
| 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 and supersede 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 in the Contract document:

| <u>Classification</u> | <u>Total Bill Rate</u> |
|--------------------------|------------------------|
| Administrative Secretary | \$12.84 per hour |
| Payroll Clerk | \$10.50 per hour |
| Filing Clerk | \$8.94 per hour |
| Operating Engineer | \$25.52 per hour |
| Telephone Technician | \$36.54 per hour |
| Accounting Clerk | \$12.84 per hour |
| Receptionist | \$9.33 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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Notices by the MERC to the Contractor hereunder shall be sent to Vickie Lucore, Personnel Department, 851 SW Sixth, Suite 1025, 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 contractor agrees to release any employee on assignment with the MERC with 56 days 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:

The Personnel Department
The Personnel Department

Lee Fehrenkamp
Lee Fehrenkamp, General Manager

[Signature]
By

9-11-92
Date

Account Manager
Title

93-0957689
Social Security or Federal ID No.

APPROVED AS TO FORM:

[Signature]
Metro Senior Assistant Counsel
Mark B. Williams