

Craig Pam Jett FMI



# METRO

2000 S.W. First Avenue  
Portland, OR 97201-5398  
503/221-1646

# Memorandum

Date: January 19, 1993  
To: All Departments  
From: Rich Wiley, Procurement Officer *[Signature]*  
Subject: Required Charter Revisions

RECEIVED  
JAN 20 1993  
Metro Finance & Management  
Information Department

Please be advised that General Counsel has requested the immediate adoption of the following language in all contract formats pursuant to passage of the Metro Charter:

This Agreement is between Metro, a metropolitan service district (Not capitalized as the agency's name, but lower case identification of the type of organization) organized under the laws of the State of Oregon and the 1992 Metro Charter, (Yes, the year is significant) located at 2000 S.W. First Avenue, Portland, OR 97201-5398, (No, "hereinafter referred to as 'Metro'" is Not necessary) and \_\_\_\_\_, hereinafter referred to as "Contractor," located at \_\_\_\_\_.

So, if we can agree that:

- Metro is a msd or a metropolitan service district with no caps;
  - the "1992 Metro Charter" is the year and measure that passed;
  - a hereinafter reference to Metro is no longer therefore required;
- Then the contract format should read:

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 2000 S.W. First Avenue, Portland, OR 97201-5398, and \_\_\_\_\_, hereinafter referred to as "Contractor," located at \_\_\_\_\_.

Of course, all bid specifications, advertisements, bonds, change orders, amendments and other documentation must also be changed. So, if you have questions or concerns please contact Kathy or me.

In fact, to confuse things further, it may be a good time to make sure we're all using the same overall competitive bid, RFP and contract forms. We might even cooperate to the point of providing HCs (hard copies) or DD's (documents on diskette)!

What a concept for the new year: Cooperation in ensuring Clear, Consistent and Correct Contract Documentation. Let's "C" if it sells!

No, most people probably won't even read this memo, much less cooperate. They'll just conclude that contract writing leads to a sic sense of humor and a bad case of punctuation!!!!!!