



METRO

Agenda

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

DATE: March 12, 1992
MEETING: METRO COUNCIL
DAY: Thursday
TIME: 5:30 p.m.
PLACE: Metro Council Chamber

Approx.
Time*

Presented
By

5:30
(5 min.)

ROLL CALL/CALL TO ORDER

1. INTRODUCTIONS

2. CITIZEN COMMUNICATIONS TO THE COUNCIL ON NON-AGENDA ITEMS

5:35
(10 min.)

3. EXECUTIVE OFFICER COMMUNICATIONS

3.1 Presentation of the Proposed FY 1992-93 Budget

5:45
(5 min.)

4. CONSENT AGENDA (Action Requested: Motion to Adopt the Consent Agenda)

4.1 Consideration of January 9, 1992 Minutes

REFERRED FROM THE FINANCE COMMITTEE

4.2 Resolution No. 92-1577A, For the Purpose of Ratifying the Tentative Final Wage Settlement with LIU, Local 483, Resulting from a Classification Study of Certain Specified Classifications, Effective 8/15/91

4.3 Resolution No. 92-1576A, For the Purpose of Authorizing Issuance of a Request for Proposals for an Analysis of Systems and Development of Written Documentation in the Form of a Comprehensive Policy and Procedure Manual for the Accounting Functions of the Metropolitan Service District

5:50
(5 min.)

5. ORDINANCES, FIRST READINGS

5.1 Ordinance No. 92-449, For the Purpose of Adopting the Annual Budget for Fiscal Year 1992-93, Making Appropriations and Levying Ad Valorem Taxes (Action Requested: Refer to the Finance Committee)

5.2 Ordinance No. 92-451, An Ordinance Amending Ordinance No. 91-390A Revising the FY 1991-92 Budget and Appropriations Schedule For the Purpose of Reducing Expenditures and Reorganizing Certain Departments (Action Requested: Refer to the Finance Committee)

(Continued)

* All times listed on this agenda are approximate; items may not be considered in the exact order listed.

6. RESOLUTIONS

REFERRED FROM THE SOLID WASTE COMMITTEE
BEFORE THE CONTRACT REVIEW BOARD

- 5:55
(15 min.) **6.1** Resolution No. 92-1581, For the Purpose of Authorizing an **Wyers**
Exemption to Metro Code Chapter 2.04.060 Personal Services
Contracts Selection Process, and Authorizing a Sole-Source
Contract with SOLV for Sponsorship of the Annual "SOLV-IT"
Cleanup Event on Saturday, April 11, 1992 (Action
Requested: Motion to Adopt the Resolution)
- 6:10
(5 min.) **6.2** Resolution No. 92-1579, For the Purpose of Authorizing the **Wyers**
Issuance of a Request for Bids and, Pursuant to Metro Code
Chapter 2.04.033(b), Authorizing the Executive Officer to
Execute a Contract for Leasing a Tractor for Use at the
St. Johns Landfill (Action Requested: Motion to Adopt
the Resolution)

6:15
(10 min.) **7. COUNCILOR COMMUNICATIONS AND COMMITTEE REPORTS**

6:25 **ADJOURN**

Meeting Date: March 12, 1992
Agenda Item No. 4.1

MINUTES

MINUTES OF THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

January 9, 1992

Council Chamber

Councilors Present: Presiding Officer Jim Gardner, Deputy Presiding Officer Judy Wyers, Roger Buchanan, Tanya Collier, Richard Devlin, Tom DeJardin, Sandi Hansen, David Knowles, Ruth McFarland, Susan McLain and George Van Bergen

Councilors Absent: Larry Bauer

Also Present: Executive Officer Rena Cusma

Presiding Officer Collier called the meeting to order at 5:31 p.m.

1. ELECTION OF COUNCIL PRESIDING OFFICER

Presiding Officer Collier announced that the Council Presiding Officer for calendar year 1992 would be elected according to Metro Code Section 2.01.010. She explained nominations for Presiding Officer would be received and voting would be done by written ballot. She said election nominations did not require seconding motions. She said a nominee must receive seven votes in order to be elected. She announced if seven votes were not cast for one candidate, another ballot would be distributed and the voting would continue until one nominee had received seven votes.

Presiding Officer Collier asked for nominations.

Motion: Councilor Devlin moved to nominate Councilor Gardner for Presiding Officer for 1992.

Presiding Officer Collier asked if there were any other nominations. There were no further nominations.

Motion: Councilor Knowles moved, seconded by Councilor Buchanan, to close the nominations.

Vote: Councilors Buchanan, Collier, Devlin, Gardner, Hansen, Knowles, McFarland, Van Bergen and Wyers voted aye on the nomination to elect Councilor Gardner. Councilors Bauer, DeJardin and McLain were absent. The vote was unanimous and Councilor Gardner was elected Council Presiding Officer for calendar year 1992.

Councilor Collier turned the gavel over to Presiding Officer Gardner.

Presiding Officer Gardner thanked the Council and said it was an honor to be elected. He said to serve as Presiding Officer would be challenging and that he cared deeply about the issues. He said he wanted everyone on the Council to express their opinions openly and come together to reach consensus on the issues. He announced he had appointed Councilor Wyers to serve as Deputy Presiding Officer for calendar year 1992.

Presiding Officer Gardner presented Councilor Collier with a plaque commemorating her service on the Council as Presiding Officer for calendar years 1990 and 1991. Presiding Officer Gardner thanked Councilor Collier for her years of service as Presiding Officer.

Councilor Collier thanked Presiding Officer Gardner and the Council. She also thanked Council Department staff for their support and expressed regret at Councilor Knowles' impending resignation.

2. NON-REFERRED RESOLUTIONS

2.1 Resolution No. 92-1553, For the Purpose of Reorganizing Council Standing Committees, Making Appointments for 1992 and Setting Meeting Schedules

Presiding Officer Gardner introduced Resolution No. 92-1553 and said the resolution reorganized Council standing committees, made appointments for 1992 and set meeting schedules.

Motion to Suspend: Councilor Wyers moved, seconded by Councilor Wyers to suspend the Council's rules requiring that resolutions be referred by committee so that the Council as a whole could consider Resolution No. 92-1553.

Main Motion: Councilor Buchanan moved, seconded by Councilor Devlin, for adoption of Resolution No. 92-1553.

Vote on Main Motion: Councilors Buchanan, Collier, Devlin, Hansen, Knowles, McFarland, Van Bergen, Wyers and Gardner voted aye. Councilors Bauer, DeJardin and McLain were absent. The vote was unanimous and Resolution No. 92-1553 was adopted.

2.2 Resolution No. 92-1541, For the Purpose of Confirming the Reappointment of Ron Kawamoto to the Metropolitan Exposition-Recreation Commission

Motion to Suspend: Councilor Knowles moved, seconded by Councilor Wyers, to suspend the Council's rules requiring that resolutions be referred by committee so that the

Council as a whole could consider Resolution No. 92-1541.

Vote on Motion to Suspend: Councilors Buchanan, Collier, Devlin, Hansen, Knowles, McFarland, Van Bergen, Wyers and Gardner voted aye. Councilors Bauer, DeJardin and McLain were absent. The vote was unanimous and the motion to suspend the rules passed.

Main Motion: Councilor Knowles moved, seconded by Councilor Wyers, for adoption of Resolution No. 1541.

Executive Officer Cusma said she was pleased to forward Commissioner Kawamoto's name to the Council for reappointment.

Vote on Main Motion: Councilors Buchanan, Collier, Devlin, Hansen, Knowles, McFarland, Van Bergen, Wyers and Gardner voted aye. Councilors Bauer, DeJardin and McLain were absent. The vote was unanimous and Resolution No. 92-1553 was adopted.

2.3 Resolution No. 92-1554, For the Purpose of Expressing Appreciation to David Knowles for Services Rendered to the Council of the Metropolitan Service District

Motion to Suspend: Councilor Wyers moved, seconded by Councilor Collier, to suspend the Council's rules requiring that resolutions be referred by committee so that the Council as a whole could consider Resolution No. 92-1554.

Vote on Motion to Suspend: Councilors Buchanan, Collier, Devlin, Hansen, Knowles, McFarland, Van Bergen, Wyers and Gardner voted aye. Councilors Bauer, DeJardin and McLain were absent. The vote was unanimous and the motion to suspend the rules passed.

Presiding Officer Gardner read the resolution for the record.

Main Motion: Councilor Wyers moved, seconded by Councilor Wyers, for adoption of Resolution No. 92-1554.

Vote: Councilors Buchanan, Collier, Devlin, Hansen, Knowles, McFarland, Van Bergen, Wyers and Gardner voted aye. Councilors Bauer, DeJardin and McLain were absent. The vote was unanimous and Resolution No. 92-1541 was adopted.

Executive Officer presented Councilor Knowles with the Medal of the Executive Officer which she said was inscribed with the words,

"David Knowles, Councilor, November 1986 to January 1992, man of service and abilities, he would not leave until charting a course for regional facilities."

Councilor Knowles thanked Executive Officer Cusma for the medal and the Council for the resolution expressing appreciation for his services rendered to the Metropolitan Service District. He expressed regret about leaving the Council. He thanked Council Department and Administrative staff for their efforts.

3. INTRODUCTIONS

None.

4. CITIZEN COMMUNICATIONS TO THE COUNCIL ON NON-AGENDA ITEMS

None.

5. EXECUTIVE OFFICER COMMUNICATIONS

None.

6. ORDINANCES, FIRST READINGS

6.1 Ordinance No. 92-446, An Ordinance Amending Ordinance No. 91-390A Revising the FY 1991-92 Budget and Appropriations Schedule for the Purpose of Funding One Full Time FTE Lead Accounting Clerk in the Finance and Management Information Department for PERS Administration

The Clerk read the ordinance for a first time by title only.

Presiding Officer Gardner announced that Ordinance No. 92-446 had been referred to the Finance Committee for consideration.

6.2 Ordinance No. 92-447, An Ordinance Amending Ordinance No. 91-390A Revising the FY 1991-92 Budget and Appropriations Schedule for the Purpose of Recognizing New Grants and Authorizing Six New Positions in the Transportation Department

The Clerk read the ordinance for a first time by title only.

Presiding Officer Gardner announced that Ordinance No. 92-447 had been referred to the Finance Committee for consideration.

6.3 Ordinance No. 92-441, An Ordinance Adopting a Final Order and Amending the Metro Urban Growth Boundary for Contested Case No. 91-1: Dammasch

The Clerk read the ordinance for a first time by title only.

Presiding Officer Gardner announced the Council would consider Ordinance No. 92-441 in its capacity as a quasi-judicial decision-maker. He announced the Council previously took action on this case via adoption of Resolution No. 91-1496, For the Purpose of Expressing Council Intent to Amend Metro's Urban Growth Boundary for Contested Case No. 91-1: Dammasch, on September 26, 1991.

Ethan Seltzer, Regional Planning Supervisor, said the Council previously heard the details of this case via Resolution No. 91-1496 on September 26, 1991, and the amendment involved the lands surrounding Dammasch Center and the Callaghan State Training Center near Wilsonville. He said since September 26, the Boundary Commission had acted to bring the property into the Metropolitan District Boundary and into the City of Wilsonville, that the property was under Metro jurisdiction and the Council could act to amend the Metro Urban Growth Boundary (UGB) as indicated in the resolution.

Mr. Seltzer noted the ordinance contained a condition included by staff to address concerns raised by 1000 Friends of Oregon which was made part of Resolution No. 91-1496 also.

Councilor Van Bergen announced he discovered this date that he knew some of the parties involved in this case and removed himself from consideration of the ordinance.

Presiding Officer Gardner opened the public hearing.

No persons appeared to testify on the case and the public hearing was closed.

Presiding Officer Gardner announced Ordinance No. 92-441 would receive a second hearing at the January 23 Council meeting.

7.1 Resolution No. 92-1543A, For the Purpose of Establishing a Procedure for Metro Service District Response to Positions on Governance Under Consideration or Endorsed by the Metropolitan Service District Charter Committee

Motion: Councilor Devlin moved, seconded by Councilor Collier, for adoption of Resolution No. 92-1543A.

Councilor Devlin gave the Governmental Affairs Committee's report and recommendations. He explained the resolution contained a statement by the Council on the function, structure and financing of the District. He said the Council and Executive Officer Cusma were in agreement on the statement. He said the statement included

comments on Metro's general purpose and expanded more clearly on ORS Ch. 268 language on the general purpose of the District. He said the resolution said existing functions already provided by state statute should be continued, utilized the Charter to gain voter approval of those statutory functions where voter approval was required; left in the same qualifications for adding new functions to the District because existing statutory language allowed those to be added; but also included a new provision not contained in statutory language - a comment by the Council and the Executive Officer that it was important when adding new functions, whether they were planning or service functions, that local governments be consulted on the process. He said the resolution stated the Council's and Executive Officer Cusma's support of the current structure and separation of powers. He said the resolution did not directly address what the size of the Council should be. He said the Council had stated in the past that if the Council did become a full-time elected body, its number should be no less than nine members to provide for geographic diversity because of the size of the region. He said the Council should also not expand beyond 21 part-time Councilors. He said the resolution asked for a general grant of taxing authority for financing purposes.

Councilor Devlin said it was originally planned to present this resolution on January 18, but noted that date had changed because the Charter Committee would hear testimony from invited bodies only. He said the Charter Committee would hear the Council's comments on January 30.

Councilor Buchanan announced he would vote nay on the resolution because of the variations in the size of the Council suggested. He expressed satisfaction with the size of the current Council size and part-time status.

Executive Officer Cusma reiterated her support for the resolution. She said it was a working document, but said it was important for the Charter Committee to hear hers and the Council's position at this time. She noted the resolution stated a range of options only on the current size and status of the Metro Council for the Charter Committee's review.

Presiding Officer Gardner concurred with Councilor Buchanan's concern on the size of the Council. He did not want the resolution to be interpreted as supporting a change.

Vote: Councilors Collier, DeJardin, Devlin, Hansen, Knowles, McFarland, McLain, Van Bergen, Wyers and Gardner voted aye. Councilor Buchanan voted nay. Councilor Bauer was absent. The vote was 10 to 1 in favor and Resolution No. 92-1543A was adopted.

7.2 Resolution No. 92-1546, For the Purpose of Authorizing Issuance of a Request for Bids for the Construction of an Improved Cover System, Gas Collection System, and Stormwater Collection System on a Portion of St. Johns Landfill

Motion: Councilor McFarland moved, seconded by Councilor Wyers, for adoption of Resolution No. 92-1546.

Councilor McFarland gave the Solid Waste Committee's report and recommendations. Using a map of the site, she explained the RFB would procure a contract to construct improved cover, gas, and stormwater collection systems for Subarea 1, a portion of the power line corridor, and a portion of Subarea 2. She said each bidder would be requested to submit an alternative bid for the construction of a methane gas collection system on the areas proposed. She said that requirement would give Metro the option of using one of the bidders or one of the methane gas recovery project proposers for construction of the collection system.

Councilor Van Bergen asked about Environment Protection Agency (EPA) requirements. Linda Pang-Wright, Associate Engineer, said Metro would work closely with the Department of Environmental Quality (DEQ) on any Subtitle D changes as they occurred. The Council as a whole discussed the resolution further. Councilor Devlin requested staff get tasks signed off at various points by all regulatory agencies involved so that Metro would have approval at all times in the case of changing environmental rules.

Vote: Councilors Buchanan, Collier, DeJardin, Devlin, Hansen, Knowles, McFarland, McLain, Van Bergen, Wyers and Gardner voted aye. Councilor Bauer was absent. The vote was unanimous and Resolution No. 92-1546 was adopted.

7.3 Resolution No. 92-1548, For the Purpose of Approving a Contract with Western Compliance Services, Inc., to Transport, Recycle, Treat and Dispose of Wastes Collected at Metro's Permanent Household Hazardous Waste Collection Facilities

Motion: Councilor McLain moved, seconded by Councilor Wyers for adoption of Resolution No. 92-1548.

Councilor McLain gave the Solid Waste Committee's report and recommendations. She said Western Compliance Services, Inc. was the successful of four bidders who responded to an RFB issued by the Council July 1991. She said staff used cost, experience and abilities as criteria to select the lowest bidder. She said the contract would start January 10, 1992 and run through June 30, 1993. Councilor McLain discussed the new household hazardous waste

(HHW) disposal facilities. The Council briefly discussed the resolution further.

Vote: Councilors Buchanan, Collier, DeJardin, Devlin, Hansen, Knowles, McFarland, McLain, Van Bergen, Wyers and Gardner voted aye. Councilor Bauer was absent. The vote was unanimous and Resolution No. 92-1548 was adopted.


8. COUNCILOR COMMUNICATIONS AND COMMITTEE REPORTS

The Council discussed transmission of Resolution No. 92-1543A to the Charter Committee.

The Council discussed Riedel's recent default on their bonds issued to construct the Metro-Riedel Composter Facility and asked General Counsel Dan Cooper questions related to that and other issues related to possible litigation.

There being no further business, Presiding Officer Gardner adjourned the meeting at 6:15 p.m.

Respectfully submitted,



Paulette Allen
Clerk of the Council

Meeting Date: March 12, 1992
Agenda Item No. 4.2

RESOLUTION NO. 92-1577A



METRO

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

Memorandum

DATE: February 20, 1992

TO: Metro Council
Executive Officer
Interested Parties

FROM: Paulette Allen, Clerk of the Council *PA*

RE: AGENDA ITEM NO. 4.2; RESOLUTION NO. 92-1577A

The Finance Committee report for Resolution No. 92-1577A will be distributed in advance to Councilors and available at the Council meeting March 12.

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF RATIFYING THE	)	RESOLUTION NO. 92-1577A
TENTATIVE FINAL WAGE SETTLEMENT)	
WITH LABORERS INTERNATIONAL UNION,	)	Introduced by Rena Cusma,
LOCAL 483, RESULTING FROM A	)	Executive Officer
CLASSIFICATION STUDY OF CERTAIN)	
SPECIFIED CLASSIFICATIONS,)	
EFFECTIVE 8/15/91)	

WHEREAS, In conjunction with 1991 collective bargaining, Metro agreed to complete a classification study of certain specified classes represented by LIU Local 483, to determine if the studied classes were internally consistent and adequately compensated relative to the comparable labor market; and

WHEREAS, The aforementioned classification study was completed on October 12, 1991, after which the parties attempted to bargain over the wage adjustments recommended by the study; and

WHEREAS, On February 12, 1992, and pursuant to the Agreement, a final and binding wage determination was made by a three-person panel consisting of a management representative, a union representative and a neutral party; now therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District hereby ratifies the aforementioned tentative final wage agreement with the Laborers International Union, Local 483, and amends the Metro Pay Plan to incorporate the Local 483 pay schedule attached as Exhibit A.

Adopted by the Council of the Metropolitan Service District
this _____ day of _____, 1992.

Jim Gardner, Presiding Officer

**METROPOLITAN SERVICE DISTRICT
LABORERS INTERNATIONAL UNION, LOCAL 483 PAY SCHEDULE**

Class Code	Classification	Pay Range (Hourly Rates):		
		Entrance Rate	After Six Months	After One Year
019*	Typist-Receptionist	7.75 <u>8.09</u>	8.11 <u>8.47</u>	8.70 <u>9.08</u>
035*	Clerk/Bookkeeper	8.95	9.55	10.17
020*	Clerk/Stenographer	9.58	10.18	10.87
430*	Laborer (90 working days)	9.61	-----	-----
461*	Stationmaster	10.55	10.90	11.30
465*	Gardener 1	10.91	11.68	12.09
445*	Maintenance Worker 1	10.91	11.68	12.09
535*	Nutrition Technician	11.34	12.27	13.21
470*	Animal Keeper	11.34	-----	13.21
466*	Gardener 2	11.88	12.47	13.38
446*	Maintenance Worker 2	11.88	12.47	13.38
447*	Maintenance Worker 3	12.64	13.22	14.11
448*	Maintenance Technician	12.64 <u>14.06</u>	13.22 <u>14.70</u>	14.11 <u>15.69</u>
467*	Senior Gardener	13.66	14.26	15.15
478*	Work Center Coordinator	13.66	14.26	15.15
471*	Senior Animal Keeper	13.95	-----	-----
455*	Maintenance Mechanic	14.30 <u>14.71</u>	-----	14.72 <u>16.41</u>
456*	Master Mechanic	14.71	-----	16.41
457*	Maintenance Electrician	17.99 <u>18.93</u>	-----	-----

* Non-exempt classifications. Employees in these classifications are eligible to receive overtime compensation.

Effective: ~~July 1, 1991 - June 30, 1992~~
August 15, 1991 - June 30, 1992

FY 1991/92 Fiscal Impact: The following figures include a 33% fringe benefit cost. All figures are rounded to the nearest dollar.

1.	4.85 FTE Typist Receptionists at 4.4%	= \$4355
2.	1 FTE Maintenance Electrician at 5.2%	= \$2193
3.	1 FTE Maintenance Technician (HVAC) at 11.2%	= \$3706
4.	1 FTE Maintenance Mechanic at 11.4%	= <u>\$3935</u>
	<u>TOTAL</u>	\$14,189

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 92-1577.

FINAL WAGE DETERMINATION

The three (3) person committee established pursuant to Article 22.3 of the current agreement between Metro and LIU Local 483 have determined the following pay rates as final settlement of wage issues raised by the classification study completed 10-1-91 and authorized by a Letter of Agreement attached to the current agreement:

1. The Gardener I classification is appropriately compensated and will receive no special pay adjustment.
2. The Typist/Receptionist classification will receive a 4.4% increase on all steps on Schedule A effective on the date of this agreement as specified below. Effective July 1, 1992^{m.s.} 3-2-92, each salary step of the Typist/Receptionist classification as specified on Schedule A will be increased by 5%.
3. The pay of the Maintenance Electrician classification will be increased by 5.2% at all steps.
4. The pay of the Maintenance Technician (HVAC) classification will be increased by 11.2% at all steps.
5. The pay of the Maintenance Mechanic will be increased by 11.4% at all steps.

The effective date for the wage adjustments stated above shall be retroactive to August 15, 1991.

Mike Burt
Metro
2-12-92
Date

Craig Cona
Neutral
2-12-92
Date

John Fawcett
Union
2-12-92
Date

STAFF REPORT

CONSIDERATION OF RESOLUTION 92-1577
RECOMMENDING RATIFICATION OF A TENTATIVE
FINAL WAGE SETTLEMENT
REACHED BETWEEN METRO AND LIU LOCAL 483
RESULTING FROM A CLASSIFICATION STUDY OF
CERTAIN SPECIFIED CLASSIFICATIONS

Date: February 27, 1992 Presented by: Paula Paris
Mike Brock

Background: In conjunction with 1991 collective bargaining, the parties signed a Letter of Agreement authorizing a study of the following classifications represented by LIU Local 483: Gardener I, Maintenance Electrician, Maintenance Technician (HVAC), Master Mechanic, and Typist/Receptionist. The purpose of the classification study was to determine whether the subject classes were properly classified relative to Metro's internal classification system, and appropriately compensated relative to the local labor market, with the understanding that the parties would negotiate over any wage adjustments proposed by the study. Consequently, the study was completed on October 1, 1991 in accordance with the Agreement, and the parties convened on three occasions to bargain wage rates. Pursuant to Article 22.3 of the Agreement, a final and binding determination on wages was reached on February 12, 1992 by a three person panel consisting of one Metro representative, one Union representative and one neutral representative provided by the State Conciliation Service. Following is the final wage determination made by the panel:

1. The Gardener I classification will receive no special pay adjustment.
2. The pay range of the Typist/Receptionist classification will be increased by 4.4% effective August 15, 1991. The Typist/Receptionist pay range will be increased an additional 5% effective July 1, 1993.
3. The pay range of the Maintenance Electrician class will be increased by 5.2%.
4. The pay range of the Maintenance Technician (HVAC) classification will be increased by 11.2%.
5. The pay range of the Maintenance Mechanic will be increased by 11.4%.

The effective date of all wage adjustments stated above shall be retroactive to August 15, 1991.

Meeting Date: February 13, 1992
Agenda Item No. 4.3

RESOLUTION NO. 92-1576A



METRO

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

Memorandum

DATE: March 6, 1992

TO: Metro Council
Executive Officer
Interested Parties

FROM: Paulette Allen, Clerk of the Council

RE: AGENDA ITEM NO. 4.3; RESOLUTION NO. 92-1576A

The Finance Committee report for Resolution No. 92-1576A will be distributed in advance to Councilors and available at the Council meeting March 12.

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING)
ISSUANCE OF A REQUEST FOR)
PROPOSALS FOR AN ANALYSIS OF)
SYSTEMS AND DEVELOPMENT OF)
WRITTEN DOCUMENTATION IN THE)
FORM OF A COMPREHENSIVE POLICY)
AND PROCEDURE MANUAL FOR THE)
ACCOUNTING FUNCTIONS OF THE)
METROPOLITAN SERVICE DISTRICT)
AND WAIVING THE REQUIREMENT FOR)
COUNCIL APPROVAL OF THE)
CONTRACT AND AUTHORIZING THE)
EXECUTIVE OFFICER TO EXECUTE)
THE CONTRACT SUBJECT TO)
CONDITIONS)

RESOLUTION NO. 92-1576A

Introduced by Rena Cusma,
Executive Officer

WHEREAS, Metro's auditors, KPMG Peat Marwick, recommended in the FY 1989 and FY 1990 Letter to Council and Executive Officer that Metro prepare a written procedure manual for accounting related functions; and

WHEREAS, The Metro Council adopted the FY 1992 budget which includes \$55,000 for professional services within the Accounting Division for development of a procedure manual; and

WHEREAS, Pursuant to Metro Code Section 2.04.032(d) Council approval is required because the contract is identified as an "A" contract; and

WHEREAS, The Resolution was submitted to the Executive Officer for consideration and was forwarded to the Council for approval; now, therefore,

BE IT RESOLVED,

~~[That the Council of the Metropolitan Service District authorizes issuance of the Request for Proposals for an Analysis of Systems and Development of Written Documentation in the Form of a Comprehensive Policy and Procedure Manual for the Accounting Related Functions of the Metropolitan Service District (RFP# 92R-4-FM).]~~

That the Council of the Metropolitan Service District
1) approves the Request for Proposal for an analysis of systems
and development of written accounting procedures attached hereto
as Exhibit A and authorizes immediate release for response by
vendors or proposers; and 2) waives the requirement for Council
approval of the contract and authorizes the Executive Officer to
execute the contract if the conditions stated in Exhibit B
attached hereto are met.

ADOPTED by the Council of the Metropolitan Service District
this _____ day of _____, 1992.

Jim Gardner, Presiding Officer

ATTEST:

Clerk of the Council

mgs\FIN\R92-1576.AMD



METRO

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

Memorandum

DATE: February 19, 1992
TO: Procurement Management Division
FROM: Paulette Allen, Clerk of the Council
RE: RFP FOR POLICY AND PROCEDURE MANUAL FOR ACCOUNTING FUNCTIONS
(RFP#92R-4-FM)

The above referenced RFP was received in the Council Department on February 19, 1992. If scheduled for Committee review only, the RFP would have been scheduled for Finance Committee review by March 5, 1992. Council Administrator Donald E. Carlson has determined the Council should consider the RFP as Resolution No. 92-1576 which has been scheduled for Committee review and recommendation on March 5 and tentatively scheduled for Council review and adoption March 12, 1992.

Paulette Allen 2/19/92
Clerk of the Council Date

c: Don Cox
Jennifer Sims
Councilor Van Bergen



METRO


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

Memorandum

RECEIVED FEB 19 1992

Date: February 18, 1992

To: Clerk of the Council

From: Rich Wiley, Procurement Officer 

Re: RFP for Policy and Procedure Manual for Accounting Functions

Attached is an RFP provided by Don Cox, Chief Accountant, for filing before the Metro Council.

The proposed contract is listed in the 1991-92 Fiscal Year Budget as a Type "A", therefore, it is subject to Metro Code Provision 2.04.032 (d) which requires the document to be filed for a fourteen (14) day period. If no hearing is scheduled during that period, the RFP may thereafter be released to prospective proposers.

Please proceed to start the clock running and advise Mr. Cox of the fifteenth (15) day when advertisement of the RFP may proceed.

Thanks for your attention in this regard. Please advise if any procedural issues preclude immediate action.

92-19.MEM

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING	)	RESOLUTION NO. 92-1576
ISSUANCE OF A REQUEST FOR PROPOSALS)	
FOR AN ANALYSIS OF SYSTEMS AND	)	Introduced by Rena Cusma,
DEVELOPMENT OF WRITTEN DOCUMENTATION)	)	Executive Officer
IN THE FORM OF A COMPREHENSIVE)	
POLICY AND PROCEDURE MANUAL FOR THE)	
ACCOUNTING FUNCTIONS OF THE)	
METROPOLITAN SERVICE DISTRICT)	

WHEREAS, Metro's auditors, KPMG Peat Marwick, recommended in the FY 1989 and FY 1990 Letter to Council and Executive Officer that Metro prepare a written procedure manual for accounting related functions; and

WHEREAS, The Metro Council adopted the FY 1992 budget which includes \$55,000 for professional services within the Accounting Division for development of a procedure manual; and

WHEREAS, Pursuant to Metro Code Section 2.04.032(d) Council approval is required because the contract is identified as an "A" contract; and

WHEREAS, The Resolution was submitted to the Executive Officer for consideration and was forwarded to the Council for approval; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District authorizes issuance of the Request for Proposals for an Analysis of Systems and Development of Written Documentation in the Form of a Comprehensive Policy and Procedure Manual for the Accounting Related Functions of the Metropolitan Service District (RFP# 92R-4-FM).

ADOPTED by the Council of the Metropolitan Service District this _____ day of _____, 1992.

Jim Gardner, Presiding Officer

REQUEST FOR PROPOSALS

FOR

ANALYSIS OF SYSTEMS AND DEVELOPMENT OF WRITTEN DOCUMENTATION IN THE
FORM OF A COMPREHENSIVE POLICY AND PROCEDURE MANUAL FOR
THE ACCOUNTING RELATED FUNCTIONS OF THE
METROPOLITAN SERVICE DISTRICT

FEBRUARY 1992

Metropolitan Service District
2000 S.W. First Avenue
Portland, OR 97201-5398

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I. INTRODUCTION

The Finance and Management Information Department, Accounting Division of the Metropolitan Service District (Metro) is requesting proposals for professional services to provide analysis and documentatation of accounting related policies, processing cycles and tasks. The adopted policies and procedures will be documented in writing within a comprehensive, indexed procedure manual.

Proposals will be due at 3:00 p.m. (PST) Monday, March 16, 1992 in Metro's business offices at 2000 S.W. First Avenue. Proposals must be addressed to Donald R. Cox, Jr., Accounting Manager, Finance and Management Information Department, Metropolitan Service District, 2000 S.W. First Avenue, Portland, Oregon 97201-5398. Fax transmittals are not acceptable. All details concerning the project and proposal are solely contained within this document.

II. BACKGROUND/HISTORY OF PROJECT

Metro is the regional government for the Portland, Oregon Metropolitan area. The boundaries of the District encompass the urban and urbanizing portions of Clackamas, Multnomah and Washington Counties. Metro follows the standards adopted by the Governmental Accounting Standards Board (GASB), using fund accounting concepts.

A written Accounting procedure manual was developed by Accounting staff in 1983. Since that time, Metro's functions have expanded significantly with greater complexity and variation of required Accounting duties. Total assets have risen from approximately \$26 million in 1982 to over \$349 million in 1991. In addition, a new financial management hardware and software system was installed in 1988 which made the existing procedure manual obsolete. This growth and required procedure modifications have created the need to formalize and document accounting policies and procedures. The documentation to be developed is expected to be produced in a form that can be easily maintained by Accounting staff following completion of the project.

The project has been divided into various stages in order to effectively manage budgeted funds, provide continuity in the project over time, and to provide alternatives to project component priority.

Metro's Accounting Division is currently composed of approximately 18 FTE. A list of positions is provided in Appendix D. Accounting transactions are processed on a UNISYS A-4F hardware system, using Moore Governmental Systems, Inc. (MGSI) on-line processing software.

III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described:

- A. General Approach The Metro Council has required the project to focus, in the current fiscal year, on procedures within the Accounting Division. In that many procedures within the Division are affected by procedures at facilities interfacing with the Division, the procedures developed should be compatible with and address these interfaces for future possible incorporation in the procedure manual. Procedures documented will include data entry tasks and reference to MGSI user manuals. Metro staff will be made available for in-depth interviews and observation of tasks. All procedures will be reviewed with the Accounting Manager, Accounting Supervisor and applicable staff in draft form.
- B. Form of Documentation The comprehensive written manual will be indexed and present written overviews of each transaction cycle. The transaction cycle overview will be followed by overall policy and procedures, detailed task instructions for each function performed by the Division, (by desk) as well as examples of forms used. The written narrative will include appendices to each section which will contain a detailed flowchart documenting the transaction cycles and the internal controls in place. The written narrative must also be provided on computer disk and the output must be compatible with WordPerfect v. 5.1 and graphics.

The document must be developed as a "how-to" guide and usable as a training and reference tool by staff with possibly little prior knowledge of the system.

- C. Flowchart Software Metro prefers the flowchart to be contained on computer disk and provided with the software required to generate and maintain the flowchart in the future. A description of the flowchart software and license must be included in the proposal for review by Metro's Information Systems Division as to compatability with Metro's standards. The cost to Metro of the software cannot exceed \$1000 and is to be included in the proposal and separately disclosed.
- D. List of Tasks to be Analyzed and Outline of Procedure Manual Content The analysis of transaction processing cycles, development of procedure recommendations and written documentation of policies and procedures will result in a document presented in accordance with the outline contained in Appendix A.
- E. Development of Standard Costs (at Metro's option) Standard costs for processing a transaction will be developed for management use and included in the written manual. The methodolgy for determining and maintaining these standard costs will be included in the procedure manual document as an appendix.
- F. Schedule Metro intends to award a personal services contract for the proposal it chooses to accept by March 31, 1992. At that time the successful proposer will be required to execute the contract with Metro. A copy of the standard form contract is attached as Appendix B to this RFP. Any and all proposed changes must be documented in the proposal submission process and thereby resolved prior to contract award. Subsequent requests to modify, change, add or delete contract language will not be entertained. The contractor must be able and willing to begin work no later than April 1, 1992. At a minimum, procedure manual documentation for Payroll, Accounts Payable and Accounts Receivable transaction processing cycles must be completed by June 30, 1992 (see comments below related to project budget.)

IV. QUALIFICATIONS/EXPERIENCE

The successful proposer must be an individual or firm with extensive accounting, internal control and consulting background in a large corporate or government environment, preferably with extensive government accounting experience. A minimum of a four year college accounting or related degree is required of all professional personnel assigned to the engagement, with preference for individuals supervising the engagement having Certified Public Accountant or Certified

Management Accountant certificates. All staff on the engagement must be adequately supervised.

Proposers must submit resumes or professional data sheets on the individuals proposed to be assigned to this project.

V. PROJECT ADMINISTRATION

Metro's project manager and contact for this project is Don Cox, Accounting Manager. The Accounting Supervisor, Accountants and other Accounting staff will also be made available to describe processes and review documents.

VI. PROPOSAL INSTRUCTIONS

A. Pre-Proposal Conference/Walkthrough

Metro will offer an overview and walkthrough of the Accounting Division for interested proposers on March 11, 1992 at 1:00 p.m. at Metro's offices, 2000 S.W. First Avenue, Portland, Oregon.

B. Submission of Proposals

Three copies of the proposal shall be furnished to Metro addressed to:

Donald R. Cox, Jr., CPA
Accounting Manager
Metropolitan Service District
2000 S.W. First Avenue
Portland, Oregon 97201-5398.

C. Deadline

Proposals will not be considered if received after 3:00 p.m., PST, March 16, 1992. Postmarks are not acceptable.

D. RFP as Basis for Proposals

This RFP represents the most definitive statement Metro will make concerning information upon which proposals are to be based. Any verbal information which is not contained in this RFP will not be considered by Metro in evaluating the proposals. All questions relating to the RFP, or the project must be submitted in writing to Donald R. Cox, Jr., Accounting Manager at the address noted in item B above.

Any questions which in the opinion of Metro warrant a written reply or RFP amendment will be furnished to all

parties receiving a copy of this RFP. Deadline for all questions shall be 1:00 p.m. on March 12, 1992.

E. Subconsultants; Disadvantaged Business Program

A subconsultant is any person or firm proposed to work for the prime consultant on this project. Metro does not wish any subconsultant selection to be finalized prior to contract award. For any task or portion of a task to be undertaken by a subconsultant, the prime consultant shall not sign up a subconsultant on an exclusive basis.

In the event that any subconsultants are to be used in the performance of this agreement, consultant agrees to make a good faith effort, as that term is defined in Metro's Disadvantaged Business Program (Section 2.04.160 of the Metro Code) to reach the goals of subcontracting five percent of the contract amount to Disadvantaged Businesses and five percent of the contract amount to Women Businesses. Consultant shall contact Metro prior to negotiating any subcontracts. Metro reserves the right, at all times during the period of this agreement, to monitor compliance with the terms of this paragraph and Metro's Disadvantaged Business Program. (See Appendix E.)

F. PROPOSAL CONTENTS

The following format is to be used when submitting proposals. Proposals which do not conform to this required format may be deemed non-responsive and not be considered for contract award by Metro.

1. Signed Letter of Transmittal

Indicate who will be assigned to the project, the project manager and state that the proposal will be valid for a period of at least ninety (90) days. State the project manager for this project, and the individual or individuals responsible for contractually binding your company in the event of contract award, noting their names, titles, address and phone number. Utilize the attached Consultant Questionnaire and Statement of Qualifications form.

2. Approach/Project Work Plan

Describe how the work will be done within the given time frame and budget. Include your proposed work plan and schedule. This work plan and schedule should correspond, as practicable, to the procedure manual outline contained in Appendix A.

3. Experience

Proposers must certify they have been in business at least two (2) years. List the projects conducted over the past five years similar to the work required here. For each project, include the name of the contact person, his/her title, role on the project, and telephone number. Identify persons on the project team who worked on each project, and their respective roles. Include resumes of individuals proposed for this contract.

4. Cost/Budget

A budget not to exceed FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00) has been established for the work covered by this RFP. In that these budgeted funds are not available for work completed after June 30, 1992, time is of the essence. Metro Accounting staff are proposing additional funds in the FY 1992-93 budget to complete subsequent phases of this project, if required. These funds are subject to Council and Executive Officer approval.

In your proposal, present the proposed cost of the project in a manner which corresponds to the work plan and procedure manual outline as presented in Appendix A (i.e., present costs for each section). These figures will be used, not only to award the contract, but also to assign task priority and establish required budget amounts.

List hourly rates for personnel assigned to the project, total personnel expenditures, support services, incidental expense fees and subconsultant fees (if any).

5. Exceptions/Comments

To facilitate evaluation of proposals, Metro requires all responding firms to adhere to the format outlined within this RFP.

Firms wishing to take exception to, or comment on, any specified criteria within this RFP are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

A. Limitation and Award

This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to accept or reject any or all proposals received as the result of this request, to negotiate with all qualified sources, or to cancel all or part of this RFP.

B. Contract Type

Metro intends to award a personal services contract with the selected firm for this project. A copy of the standard form contract which the successful consultant will be required to execute is attached.

C. Billing Procedures

Proposers are informed that the billing procedures of the selected firm(s) are subject to review and prior approval of Metro before reimbursement of services can occur. A monthly billing, accompanied by a progress report, will be prepared for review and approval.

D. Patent and Copyright Protection

In the event of any claim by any third party against Metro that the products furnished under this contract infringe upon or violate any United States patent or copyright, Metro shall promptly notify contractor. Contractor shall defend such claim, in Metro's name or its own, as appropriate, but at contractor's expense. Contractor will indemnify Metro against all costs, damages, and attorney's fees that a Court finally awards as a result of any such claim.

Under provisions of a contract with Moore Governmental Systems, Inc. (MGSI) for financial accounting software, Metro can provide documentation to the consultant for assistance in the completion of this project. Any documentation provided to the consultant must be returned to Metro at the conclusion of the project. No information regarding this software, obtained

during the course of this project, may be shared with third parties without the written consent of Metro and MGSI.

E. Required Insurance

1. Contractor shall purchase and maintain at the contractor's expense, the following types of insurance covering the contractor, its employees and agents.
 - a. Broad form comprehensive general liability insurance covering personal injury with automatic coverage for premises and operations and product liability. The policy must be endorsed with contractual liability coverage.
 - b. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$250,000 per person, \$500,000 per occurrence, and \$50,000 property damage. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

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

2. The contractor, its subcontractors, if any, and all employees working under this contract shall comply with ORS 656.017 for all employees. The contractor shall provide Metro with certification of worker's compensation insurance including employer's liability.
3. The contractor shall provide professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in minimum of \$500,000. Metro shall receive certification of insurance and 30 days notice of material change or cancellation.

F. Indemnification

Contractor agrees to indemnify, hold harmless and defend the Metropolitan Service District and their

respective members, officers, directors, agents, and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorneys fees), on account of personal injury, death or damage to or loss of property or profits arising out of or resulting in whole or in part from any act, omission, negligence, fault or violation of law or ordinance by Contractor or its employees, agents, or subcontractors. Such indemnification by Contractor shall apply unless damage or injury results from the sole negligence or willful misconduct of Metro.

IX. EVALUATION OF PROPOSALS

A. Evaluation Procedure

Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section.

B. Evaluation Criteria

This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

Substantial compliance with the terms and conditions of the RFP (This is a pass/fail criteria)

1. Experience/Qualifications

- a. Compliance with RFP education/experience requirements and computer disk compatibility requirements. (this is a pass/fail criteria.)
- b. Demonstrated work experience and performance on comparable engagements (awarded up to 20 points).
- c. The quality of the firm's personnel committed to the project and the quality of the firm's management support personnel to be available for consultation (awarded up to 15 points).
- d. Computer systems and internal controls expertise (awarded up to 10 points).

2. Project Work Plan/Approach
 - a. Demonstration of understanding of the project objectives (awarded up to 10 points).
 - b. Performance methodology/staffing plan/schedule (awarded up to 15 points).
3. Price - awarded up to 30 points based upon the following formula (please see section F (4) above for format of price presentation):
$$\frac{\text{Lowest cost}}{\text{Individual proposal cost}} \times 30 = \text{score for price}$$
4. Bonus Points - at Metro's option - (up to 10 points for flowchart software)

LIST OF APPENDICES

- Appendix A: Procedure Manual Outline
- Appendix B: Sample Standard Contract Form
- Appendix C: Metro Code Section 2.04.160
- Appendix D: Metro Accounting Division Positions
- Appendix E: Letter from Dick Engstrom Re RFP Section VI (E)

APPENDIX A

Note: The following is a tentative outline of a comprehensive policy and procedure document. While Metro desires to complete the entire document over a period of time, priority for purposes of this RFP and budgeted funds available is placed on those items denoted and preceded by an asterisk "*."

PROPOSED ACCOUNTING POLICY AND PROCEDURE MANUAL OUTLINE

I. MISSION

- A. Finance and Management Information Department Mission Statement
- B. Accounting Division Mission Statement
- C. Accounting Division Statement on Ethics

*II. ORGANIZATION STRUCTURE OF THE ACCOUNTING DIVISION

Referencing the sections in manual for which individuals are responsible

III. AUTHORITY UNDER WHICH THE ACCOUNTING DIVISION OPERATES

- A. Oregon Revised Statutes (e.g. ORS 294)
- B. Metro Code
- C. Statement of compliance with IRS and other rules and regulations
- D. Metro Executive Orders

IV. ACCOUNTING POLICIES

- A. Budget vs. GAAP Reporting
- B. Application of GASB/FASB standards to Metro's business activities (specific references and support - basis of accounting etc.)

V. ACCOUNTING PROCEDURES

*A. Expenditure Cycle

*1. Payroll

- *a. Payroll transaction cycle overview
- b. Payroll/Personnel interface procedures
- c. Department interface procedures
- *d. Accounting Division detailed procedures
- *e. Flowchart of processes/internal controls

*2. Accounts Payable

- *a. Accounts payable transaction cycle overview
- b. Department interface procedures
- *c. Procurement office interface procedures
- *d. Accounting Division detailed procedures
- *e. Flowchart of processes/internal controls

*B. Revenue Cycle

*1. Cash Receipts

- *a. Overview of transaction cycle
 - *i. Zoo Daily Cash Receipts
 - *ii. Solid Waste Daily Cash Receipts
 - iii. MERC Daily Cash Receipts
 - *iv. Metro Headquarters Daily Cash Receipts
- b. Department interface procedures
- *c. Accounting Division detailed procedures
- *d. Flowchart of processes/internal controls

*2. Accounts Receivable

- *a. Overview of transaction cycle
 - *i. Solid Waste Billing
 - Gatehouse interface
 - *ii. Zoo Invoicing Procedure
 - Zoo Cash Vault interface
 - *iii. Other Miscellaneous Invoicing
 - iv. MERC Invoicing procedure/interface
- *b. Overview Grant Billing transaction cycle
- c. Department interface procedures
- *d. Accounting Division detailed procedures
- *e. Flowchart of processes/internal controls

***3. Investments**

- *a. Overview of transaction cycle**
- *b. Interdepartment interface procedures**
- *c. Accounting Division detailed procedures**
- *d. Flowchart of processes/internal controls**

***C. Journal Entries/Corrections/Transfers**

- *1. Overview of transaction cycles**
- *2. Department Interface Procedures**
- *3. Accounting Division detailed procedures**
- *4. Flowchart of processes/internal controls**

***D. Fixed Assets**

- *1. Overview of transaction cycles**
- *2. Department Interface Procedures**
- *3. Accounting Division detailed Procedures**
- *4. Inventory procedures**
- *5. Flowchart of processes/internal controls**

E. Financial Reporting

- 1. Overview and closing schedule**
- 2. Department interface procedure**
- 3. Accounting Division detailed procedures**
- 4. Account reconciliation standards/practices**

PREFACE TO APPENDIX B

The attached personal services contract represents a standard document approved by Metro General Counsel. Any proposed changes in the language or construction of the document must be raised and resolved prior to and as a part of the proposal evaluation process. Award of contract constitutes acceptance of the standard contract terms and conditions. Therefore, Metro shall consider subsequent requests for material changes to the contract as a request to withdraw the original bid.

Contract No. _____

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT dated this _____ day of _____ 19____,
is between the METROPOLITAN SERVICE DISTRICT, a municipal
corporation, hereinafter referred to as "METRO," whose address is
2000 S.W. First Avenue, Portland, OR 97201-5398, and
_____, hereinafter referred to
as "CONTRACTOR," whose address is _____
97____, for the period of _____, 19____, through _____,
19____, and for any extensions thereafter pursuant to written
agreement of both parties.

W I T N E S S E T H :

WHEREAS, This Agreement is exclusively for Personal
Services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to METRO the
materials described in the Scope of Work attached hereto;
2. To provide all services and materials in a
competent and professional manner in accordance with the Scope of
Work;
3. All applicable provisions of ORS chapters 187 and
279, and all other terms and conditions necessary to be inserted
into public contracts in the State of Oregon, are hereby
incorporated as if such provision were a part of this Agreement,

including but not limited to ORS 279.310 to 279.320.

Specifically, it is a condition of this contract that Contractor and all employers working under this this Agreement are subject employers that will comply with ORS 656.017 as required by Oregon Laws 1989, ch 684.

4. To maintain records relating to the Scope of work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;

5. To indemnify and hold METRO, its agents and, employees 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, with any patent infringement arising out of the use of CONTRACTOR'S designs or other materials by METRO and for any claims or disputes involving subcontractors;

6. To comply with any other "Contract Provisions" attached hereto as so labeled; and

7. CONTRACTOR shall be an independent contractor for all purposes, shall be entitled to no compensation other than the compensation provided for in the Agreement. CONTRACTOR hereby certifies that it is the direct responsibility employer as provided in ORS 656.407 or a contributing employer as provided in ORS 656.411. In the event CONTRACTOR is to perform the services described in this Agreement without the assistance of others, CONTRACTOR hereby agrees to file a joint declaration with METRO to the effect that CONTRACTOR services are those of an

independent contractor as provided under Oregon Laws 1979,
ch 864.

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered in the maximum sum of _____ AND ____/100THS (\$_____) DOLLARS and in the manner and at the time designated in the Scope of Work; and

2. To provide full information regarding its requirements for the Scope of Work.

BOTH PARTIES AGREE:

1. That METRO may terminate this Agreement upon giving CONTRACTOR five (5) days written notice without waiving any claims or remedies it may have against CONTRACTOR;

2. That, in the event of termination, METRO shall pay CONTRACTOR for services performed and materials delivered prior to the date of termination; but shall not be liable for indirect or consequential damages;

3. That, in the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court;

4. That this Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party; and

5. That this Agreement may be amended only by the

written agreement of both parties.

CONTRACTOR NAME

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Date: _____

AMH:jp
PERSONAL.FOR
1/31/91

"CONTRACT PROVISIONS"

REQUIRED INSURANCE COVERAGE

6A. The 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 personal injury, property damage, and personal injury with automatic coverage for premises and operations and product liability. The policy must be endorsed with contractual liability coverage.
2. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per person, \$1,000,000 per occurrence, and \$50,000 property damage. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

METRO, its councilors, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

B. The contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon for more than 10 days. The contractor shall provide METRO with certification of workers' compensation insurance including employer's

liability.

- C. The contractor shall provide professional liability insurance covering personal injury and property damage arising from errors, omissions or malpractice. Coverage shall be in minimum of \$1,000,000. METRO shall receive certification of insurance and 30 days notice of a material change or cancellation.

APPENDIX C

METRO CODE SECTION 2.04.160

2.04.100 Disadvantaged Business Program, Purpose and Authority:

(a) It is the purpose of this ordinance to establish and implement a program to encourage the utilization by Metro of disadvantaged and women-owned businesses by creating for such

businesses the maximum possible opportunity to compete for and participate in Metro contracting activities.

(b) The portions of this ordinance which relate to federally funded contracts are adopted pursuant to 49 CFR 23 and are intended to comply with all relevant federal regulations. Federal regulation 49 CFR 23 and its amendments implement section (105)(f) of the Surface Transportation Assistance Act of 1982 relating to the participation by Minority Business Enterprises in Department of Transportation programs.

(c) This ordinance shall be known and may be cited as the "Metro Disadvantaged Business Program," hereinafter referred to as the "Program."

(d) This ordinance supersedes the Metro "Minority Business Enterprise (MBE) Program" dated October 1980 and amended December 1982.

(Ordinance No. 83-165, Sec. 1; amended by Ordinance No. 84-181, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.105 Policy Statement:

(a) Through this Program, Metro:

- (1) Expresses its strong commitment to provide maximum opportunity to disadvantaged and women-owned businesses in contracting;
- (2) Informs all employees, governmental agencies and the general public of its intent to implement this policy statement; and
- (3) Assures conformity with applicable federal regulations as they exist or may be amended.

(b) It is the policy of Metro to provide equal opportunity to all persons to access and participate in the projects, programs and services of Metro. Metro and Metro contractors will not discriminate against any person or firm on the basis of race, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status.

(c) The policies, practices and procedures established by this ordinance shall apply to all Metro departments and project areas except as expressly provided in this ordinance.

(d) The objectives of the program shall be:

- (1) To assure that provisions of this ordinance are adhered to by all Metro departments, contractors, employees and USDOT subrecipients and contractors.
- (2) To initiate and maintain efforts to increase program participation by disadvantaged and women businesses.

(e) Metro accepts and agrees to the statements of 49 CFR §23.43(a)(1) and (2), and said statements shall be included in all USDOT agreements with USDOT subrecipients and in all USDOT assisted contracts between Metro or USDOT subrecipients and any contractor.

(Ordinance No. 83-165, Sec. 2; amended by Ordinance No. 84-181, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.110 Definitions: For purposes of this Ordinance, the following definitions shall apply:

(a) "Applicant" means one who submits an application, request or plan to be approved by a USDOT official or by Metro as a condition to eligibility for Department of Transportation (USDOT) financial assistance; and "application" means such an application, request or plan.

(b) "Construction Contract" means a contract for construction of buildings or other facilities, and includes reconstruction, remodeling and all activities which are appropriately associated with a construction project.

(c) "Contract" means a mutually binding legal relationship or any modification thereof obligating the seller to furnish supplies or services, including construction, and the buyer to pay for them. For purposes of this ordinance a lease or a purchase order of \$500.00 or more is a contract.

(d) "Contractor" means the one who participates, through a contract or subcontract, in the Program and includes lessees.

(e) "Department or USDOT" means the United States Department of Transportation, including its operating elements.

(f) "Disadvantage Business Enterprise or DBE" means a small business concern which is certified by an authorized agency and:

- (1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

- (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

For purposes of USDOT assisted contracts, the term Disadvantaged Business Enterprise shall be deemed to include Women-Owned Business Enterprises.

(g) "Executive Department" means the State of Oregon's Executive Department.

(h) "Joint Venture" is defined as an association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge. In a joint venture between a DBE/WBE and non-DBE/WBE, the DBE/WBE must be responsible for a clearly defined portion of the work to be performed and must share in the ownership, control, management responsibilities, risks and profits of the joint venture. A joint venture of a DBE/WBE and a non-DBE/WBE must receive Metro approval prior to contract award to be counted toward any DBE/WBE contract goals.

(i) "Labor and Materials Contract" is a contract including a combination of service and provision of materials other than construction contracts. Examples may include plumbing repair, computer maintenance or electrical repair, etc.

(j) "Lessee" means a business or person that leases, or is negotiating to lease, property from a recipient or the Department on the recipient's or Department's facility for the purpose of operating a transportation-related activity or for the provision of goods or services to the facility or to the public on the facility.

(k) "Oregon Department of Transportation or ODOT" means the State of Oregon's Department of Transportation.

(l) "Personal Services Contract" means a contract for services of a personal or professional nature.

(m) "Procurement Contract" means a contract for the purchase or sale of supplies, materials, equipment, furnishings or other goods not associated with a construction or other contract.

(n) "Recipient" means any entity, public or private, to whom USDOT financial assistance is extended, directly or through another recipient for any program.

(o) "Small Business Concern" means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(p) "Socially and Economically Disadvantaged Individuals or Disadvantaged Individuals" means those individuals who are

citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans or Asian-Indian Americans and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act. Certifying recipients shall make a rebuttable presumption that individuals in the following groups are socially and economically disadvantaged. Certifying recipients also may determine, on a case-by-case basis, that individuals who are not a member of one of the following groups are socially and economically disadvantaged:

- (1) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
- (2) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Portuguese-American, Spanish culture or origin, regardless of race;
- (3) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- (4) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas; and
- (5) "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh.

(q) "USDOT Assisted Contract" means any contract or modification of a contract between Metro and a contractor which is paid for in whole or in part with USDOT financial assistance.

(r) "USDOT Financial Assistance" means financial aid provided by USDOT or the United States Railroad Association to a recipient, but does not include a direct contract. The financial aid may be provided directly in the form of actual money, or indirectly in the form of guarantees authorized by statute as financial assistance services of Federal personnel, title or other interest in real or personal property transferred for less than fair market value, or any other arrangement through which the recipient benefits financially, including licenses for the construction or operation of a Deep Water Port.

(s) "Women-Owned Business Enterprise or WBE" means a small business concern, as defined pursuant to section 3 of the Small

Business Act and implementing regulations which is owned and controlled by one or more women and which is certified by an authorized agency. "Owned and controlled" means a business which is at least 51 percent owned by one or more women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women. For purposes of USDOT assisted contracts, the term Disadvantaged Business Enterprise shall be deemed to include Women-Owned Business Enterprises.

(Ordinance No. 165, Sec. 3; amended by Ordinance No. 84-181, Sec. 2; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.115 Notice to Contractors, Subcontractors and Subrecipients: Contractors, subcontractors and subrecipients of Metro accepting contracts or grants under the Program which are USDOT-assisted shall be advised that failure to carry out the requirements set forth in 49 CFR 23.43(a) shall constitute a breach of contract and, after notification by Metro, may result in termination of the agreement or contract by Metro or such remedy as Metro deems appropriate. Likewise, contractors of Metro accepting locally-funded contracts under the Program shall be advised that failure to carry out the applicable provisions of the Program shall constitute a breach of contract and, after notification by Metro, may result in termination or such other remedy as Metro deems appropriate.

(Ordinance No. 83-165, Sec. 4; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.120 Liaison Officer:

(a) The Executive Officer shall by executive order, designate a Disadvantaged Business Liaison Officer and, if necessary, other staff adequate to administer the Program. The Liaison Officer shall report directly to the Executive Officer on matters pertaining to the Program.

(b) The Liaison Officer shall be responsible for developing, managing and implementing the program, and for disseminating information on available business opportunities so that DBEs and WBEs are provided an equitable opportunity to bid on Metro contracts. In addition to the responsibilities of the Liaison Officer, all department heads and program managers shall have responsibility to assure implementation of the Program.

(Ordinance No. 83-165, Sec. 5; amended by Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.125 Directory: A directory of DBEs and WBEs certified by ODOT or the Executive Department, as applicable shall be maintained by the Liaison Officer to facilitate identifying such businesses with capabilities relevant to general contracting requirements and particular solicitations. The directory shall be available to contract bidders and proposers in their efforts to meet Program requirements.

(Ordinance No. 83-165, Sec. 6; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.130 Minority-Owned Banks: Metro will seek to identify minority-owned banks within the policies adopted by the Metro Council and make the greatest feasible use of their services. In addition, Metro will encourage prime contractors, subcontractors and consultants to utilize such services by sending them brochures and service information on certified DBE/WBE banks.

(Ordinance No. 83-165, Sec. 7; amended by Ordinance No. 84-181, Sec. 3; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.135 Affirmative Action and Equal Opportunity Procedures: Metro shall use affirmative action techniques to facilitate DBE and WBE participation in contracting activities. These techniques include:

(a) Arranging solicitations, time for the presentation of bids, quantities specifications, and delivery schedules so as to facilitate the participation of DBEs and WBEs.

(b) Referring DBEs and WBEs in need of management assistance to established agencies that provide direct management assistance to such businesses.

(c) Carrying out information and communications programs on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.

(d) Distribution of copies of the program to organizations and individuals concerned with DBE/WBE programs.

(e) Periodic reviews with department heads to insure that they are aware of the program goals and desired activities on their parts to facilitate reaching the goals. Additionally, departmental efforts toward and success in meeting DBE/WBE goals for department

contracts shall be factors considered during annual performance evaluations of the department heads.

(f) Monitor and insure that Disadvantaged and Women Business Enterprise planning centers and likely DBE/WBE contractors are receiving requests for bids, proposals and quotes.

(g) Study the feasibility of certain USDOT-assisted contracts and procurements being set aside for DBE/WBE participation.

(h) Distribution of lists to potential DBE/WBE contractors of the types of goods and services which Metro regularly purchases.

(i) Advising potential DBE/WBE vendors that Metro does not certify DBE/WBEs, and directing them to ODOT until December 31, 1987, and, thereafter, to the Executive Department.

(j) Specifying purchases by generic title rather than specific brand name whenever feasible.

(k) Establishing an interdepartmental contract management committee which will meet regularly to monitor and discuss, among other issues, potential DBE and WBE participation in contracts. In an effort to become more knowledgeable regarding DBE and WBE resources, the committee shall also invite potential DBE and WBE contractors to attend selected meetings.

(l) Requiring that at least one DBE or WBE vendor or contractor be contacted for all contract awards which are not exempt from Metro's contract selection procedures and which are 1) for more than \$500 but not more than \$15,001 in the case of non-personal services contracts; and 2) for more than \$2,500 but not more than \$10,001 for personal services contracts. The Liaison Officer may waive this requirement if he/she determines that there are no DBEs or WBEs on the certification list capable of providing the service or item. For contracts over the dollar amounts indicated in this section, all known DBEs and WBEs in the business of providing the service or item(s) required shall be mailed bid or proposal information.

(m) The Executive Officer or his/her designee, may establish and implement additional affirmative action techniques which are designed to facilitate participation of DBEs and WBEs in Metro contracting activities.

(Ordinance No. 83-165, Sec. 8; amended by Ordinance No. 84-181, Sec. 4; Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.140 Certification of Disadvantaged Business Eligibility:

(a) To participate in the Program as a DBE or WBE, contractors, subcontractors and joint ventures must have been certified by an authorized certifying agency as described in subsection (b) of this section.

(b) Metro will not perform certification or recertification of businesses or consider challenges to socially and economically disadvantaged status. Rather Metro will rely upon the certification and recertification processes of ODOT and will utilize ODOT's certification list until December 31, 1987, and, thereafter, the Executive Department's list in determining whether a prospective contractor or subcontractor is certified as a DBE or WBE. A prospective contractor or subcontractor must be certified as a DBE or WBE by one of the above agencies, as applicable, and appear on the respective certification list of said agency, prior to the pertinent bid opening or proposal submission date to be considered by Metro to be an eligible DBE or WBE and be counted toward meeting goals. Metro will adhere to the Recertification Rulings resulting from 105(f) or state law, as applicable.

(c) Prospective contractors or subcontractors which have been denied certification by one of the above agencies may appeal such denial to the certifying agency pursuant to applicable law. However, such appeal shall not cause a delay in any contract award by Metro. Decertification procedures for USDOT-assisted contractor or potential contractors will comply with the requirements of Appendix A "Section by Section Analysis" of the July 21, 1983, Federal Register, Vol. 45, No. 130, p. 45287, and will be administered by the agency which granted certification.

(d) Challenges to certification or to any presumption of social or economic disadvantage with regard to the USDOT-assisted portion of this Program, as provided for in 49 CFR 23.69, shall conform to and be processed under the procedures prescribed by each agency indicated in paragraph (b) of this section. That challenge procedure provides that:

- (1) Any third party may challenge the socially and economically disadvantaged status of any individual (except an individual who has a current 8(a) certification from the Small Business Administration) presumed to be socially and economically disadvantaged if that individual is an owner of a firm certified by or seeking certification from the certifying agency as a disadvantaged business. The challenge shall be made in writing to the recipient.
- (2) With its letter, the challenging party shall include all information available to it relevant to

a determination of whether the challenged party is in fact socially and economically disadvantaged.

- (3) The recipient shall determine, on the basis of the information provided by the challenging party, whether there is reason to believe that the challenged party is in fact not socially and economically disadvantaged.
 - (i) if the recipient determines that there is not reason to believe that the challenged party is not socially and economically disadvantaged, the recipient shall so inform the challenging party in writing. This terminates the proceeding.
 - (ii) if the recipient determines that there is reason to believe that the challenged party is not socially and economically disadvantaged, the recipient shall begin a proceeding as provided in paragraphs (b), (4), (5) and (6) of this paragraph.
- (4) The recipient shall notify the challenged party in writing that his or her status as a socially and economically disadvantaged individual has been challenged. The notice shall identify the challenging party and summarize the grounds for the challenge. The notice shall also require the challenged party to provide to the recipient, within a reasonable time, information sufficient to permit the recipient to evaluate his or her status as a socially and economically disadvantaged individual.
- (5) The recipient shall evaluate the information available to it and make a proposed determination of the social and economic disadvantage of the challenged party. The recipient shall notify both parties of this proposed determination in writing, setting forth the reasons for its proposal. The recipient shall provide an opportunity to the parties for an informal hearing, at which they can respond to this proposed determination in writing and in person.
- (6) Following the informal hearing, the recipient shall make a final determination. The recipient shall inform the parties in writing of the final determination, setting forth the reasons for its decision.

- (7) In making the determinations called for in paragraphs (b)(3)(5) and (6) of this paragraph, the recipient shall use the standards set forth in Appendix C of this subpart.
- (8) During the pendency of a challenge under this section, the presumption that the challenged party is a socially and economically disadvantaged individual shall remain in effect." 49 CFR 23.69.

(Ordinance No. 83-165, Sec. 9; amended by Ordinance No. 84-181, Sec. 5; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.145 Annual Disadvantaged Business Goals:

(a) The Metro Council shall, by resolution each June, establish annual DBE goals and for locally-funded contracts, separate WBE goals for the ensuing fiscal year. Such annual goals shall be established separately for construction contracts, labor and materials contracts, personal services contracts, procurement contracts, and USDOT assisted contracts regardless of type.

(b) Annual goals will be established taking into consideration the following factors:

- (1) Projection of the number and types of contracts to be awarded by Metro;
- (2) Projection of the number, expertise and types of DBEs and WBEs likely to be available to compete for the contracts;
- (3) Past results of Metro's efforts under the Program;
- (4) For USDOT-assisted contract goals, existing goals of other local USDOT recipients and their experience in meeting these goals; and
- (5) For locally-funded contract goals, existing goals of other Portland metropolitan area contracting agencies, and their experience in meeting these goals.

(c) Annual goals for USDOT-assisted contracts must be approved by the United States Department of Transportation. 49 CFR §23.45(g)(3).

(d) Metro will publish notice that the USDOT-assisted contract goals are available for inspection when they are submitted to USDOT or other federal agencies. They will be made available

for 30 days following publication of notice. Public comment will be accepted for 45 days following publication of the notice.

(e) Metro will publish notice regarding proposed locally-funded contract goals not later than ten (10) days prior to adoption of the goals.

(Ordinance No. 83-165, Sec. 10; amended by Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.150 Contract Goals:

(a) The annual goals established for construction contracts shall apply as individual contract goals for construction contracts over \$50,000.

(b) The Liaison Officer may set a contract goal for any contract other than construction contracts over \$25,000. The setting of such contract goal shall be made in writing prior to the solicitation of bids for such contract. Contract goals for contracts other than construction contracts over \$50,000 shall be set at the discretion of the Liaison Officer and shall not be tied, necessarily, to the annual goal for such contract type.

(c) Even though no DBE/WBE goals are established at the time that bid/proposal documents are drafted, the Liaison Officer may direct the inclusion of a clause in any RFP or bid documents for any contract described in this section which requires that the prime contractor, prior to entering into any subcontracts, make good faith efforts, as that term is defined in Section 2.04.160, to achieve DBE/WBE participation in the same goal amount as the current annual goal for that contract type.

(d) Contract goals may be complied with pursuant to Section 2.04.160 and/or 2.04.175. The extent to which DBE/WBE participation will be counted toward contract goals is governed by the latter section.

(Ordinance No. 83-165, Sec. 11; repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.155 Contract Award Criteria:

(a) To be eligible for award of contracts containing a DBE/WBE goal, prime contractors must either meet or exceed the specific goal for DBE and WBE participation, or prove that they have made good faith efforts to meet the goal prior to the time bids are opened or proposal are due. Bidders/Proposers are required to utilize the most current list of DBEs and WBES

certified by ODOT until December 31, 1987, and, thereafter, by the Executive Department, in all of the bidders'/proposers' good faith efforts solicitations. The address where certified lists may be obtained shall be included in all applicable bid/proposal documents.

(b) All invitations to bid or request for proposals on contracts for which goals have been established shall require all bidders/proposers to submit with their bids and proposals a statement indicating that they will comply with the contract goal or that they have made good faith efforts as defined in Section 2.04.160 to do so. To document the intent to meet the goals, all bidders and proposers shall complete and endorse a Disadvantaged Business Program Compliance form and include said form with bid or proposal documents. The form shall be provided by Metro with bid/proposal solicitations.

(c) Agreements between a bidder/proposer and a DBE/WBE in which the DBE/WBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited.

(d) Apparent low bidders/proposers shall, by the close of the next working day following bid opening (or proposal submission date when no public opening is had), submit to Metro detailed DBE and WBE Utilization Forms listing names of DBEs and WBEs who will be utilized and the nature and dollar amount of their participation. This form will be binding upon the bidder/proposer. Within five working days of bid opening or proposal submission date, such bidders/proposers shall submit to Metro signed Letters of Agreement between the bidder/proposer and DBE/WBE subcontractors and suppliers to be utilized in performance of the contract. A sample Letter of Agreement will be provided by Metro. The DBE and WBE Utilization Forms shall be provided by Metro with bid/proposal documents.

(e) An apparent low bidder/proposer who states in its bid/proposal that the DBE/WBE goals were not met but that good faith efforts were performed shall submit written evidence of such good faith efforts within two working days of bid opening or proposal submission in accordance with Section 2.04.160. Metro reserves the right to determine the sufficiency of such efforts.

(f) Except as provided in paragraph (g) of this section, apparent low bidders or apparent successful proposers who state in their bids/proposals that they will meet the goals or will show good faith efforts to meet the goals, but who fail to comply with paragraph (d) or (e) of this section, shall have their bids or proposals rejected and shall forfeit any required bid security or bid bond. In that event the next lowest bidder or, for personal services contracts, the firm which scores second highest shall, within two days of notice of such ineligibility of the low bidder, submit evidence of goal compliance or good faith effort as provided

above. This process shall be repeated until a bidder or proposer is determined to meet the provisions of this section or until Metro determines that the remaining bids are not acceptable because of amount of bid or otherwise.

(g) The Liaison Officer, at his or her discretion, may waive minor irregularities in a bidder's or proposer's compliance with the requirements of this section provided, however, that the bid or proposal substantially complies with public bidding requirements as required by applicable law.

(Ordinance No. 83-165, Sec. 12; amended by Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.160 Determination of Good Faith Efforts:

(a) Bidders or Proposers on USDOT-assisted contracts to which DBE goals apply must, to be eligible for contract award, comply with the applicable contract goal or show that good faith efforts have been made to comply with the goal. Good faith efforts should include at least the following standards established in the amendment to 49 CFR §23.45(h), Appendix A, dated Monday, April 27, 1981. A showing of good faith efforts must include written evidence of at least the following:

- (1) Attendance at any presolicitation or prebid meetings that were scheduled by Metro to inform disadvantaged and women business enterprises of contracting and subcontracting or material supply opportunities available on the project;
- (2) Advertisement in trade association, general circulation, minority and trade-oriented, women-focus publications, if any and through a minority-owned newspaper or minority-owned trade publication concerning the sub-contracting or material supply opportunities at least 10 days before bids or proposals are due.
- (3) Written notification to a reasonable number but no less than five (5) DBE firms that their interest in the contract is solicited. Such efforts should include the segmenting of work to be subcontracted to the extent consistent with the size and capability of DBE firms in order to provide reasonable subcontracting opportunities. Each bidder should send solicitation letters inviting quotes or proposals from DBE firms, segmenting portions of the work and specifically describing, as accurately as possible, the portions of the work for which quotes or proposals are solicited from

DBE firms and encouraging inquiries for further details. Letters that are general and do not describe specifically the portions of work for which quotes or proposals are desired are discouraged, as such letters generally do not bring responses. It is expected that such letters will be sent in a timely manner so as to allow DBE sufficient opportunity to develop quotes or proposals for the work described.

- (4) Evidence of follow-up to initial solicitations of interest, including the following:
 - (A) The names, addresses, telephone numbers of all DBE contacted;
 - (B) A description of the information provided to DBE firms regarding the plans and specifications for portions of the work to be performed; and
 - (C) A statement of the reasons for non-utilization of DBE firms, if needed to meet the goal.
- (5) Negotiation in good faith with DBE firms. The bidder shall not, without justifiable reason, reject as unsatisfactory bids prepared by any DBE firms;
- (6) Where applicable, the bidder must provide advice and assistance to interested DBE firms in obtaining bonding, lines of credit or insurance required by Metro or the bidder;
- (7) Overall, the bidder's efforts to obtain DBE participation must be reasonably expected to produce a level of participation sufficient to meet Metro's goals; and
- (8) The bidder must use the services of minority community organizations, minority contractor groups, local, state and federal minority business assistance offices and other organizations identified by the Executive Department's Advocate for Minority and Women Business that provide assistance in the recruitment and placement of DBEs and WBEs.

(b) Bidders or proposers on locally-funded contracts to which DBE/WBE goals apply shall achieve the applicable contract goal or demonstrate that they have made good faith efforts to achieve the

goals. Good faith efforts shall include written documentation of at least the following actions by bidders:

- (1) Attendance at any presolicitation or prebid meetings that were scheduled by Metro to inform DBEs and WBEs of contracting and subcontracting or material supply opportunities available on the project;

Documentation required: Signature of representative of bidder or proposer on prebid meeting attendance sheet.

- (2) Identifying and selecting specific economically feasible units of the project to be performed by DBEs or WBEs to increase the likelihood of participation by such enterprises;

Minimum documentation required: At least the documentation required under subsection (4) below.

- (3) Advertising in, at a minimum, a newspaper of general circulation, and trade association, minority and trade oriented, women-focused publications, if any, concerning the subcontracting or material supply opportunities on the project at least ten (10) days before bids or proposals are due;

Documentation required: copies of ads published.

- (4) Providing written notice soliciting sub-bids/proposals to not less than five (5) DBEs or WBEs for each subcontracting or material supply work item selected pursuant to (2) above not less than ten (10) days before bids/proposals are due.

If there are less than five certified DBEs/WBEs listed for that work or supply specialty then the solicitation must be mailed to at least the number of DBEs/WBEs listed for that specialty. The solicitation shall include a description of the work for which subcontract bids/proposals are requested and complete information on bid/proposal deadlines along with details regarding where project specifications may be reviewed.

Documentation required: Copies of all solicitation letters sent to DBE/WBE along with a written statement from the bidder/proposer that all the letters were sent by regular or certified mail not less than 10 days before bids/proposals were due.

- (5) Making, not later than five days before bids/proposals are due, follow-up phone calls to all DBEs/WBEs who have not responded to the solicitation letters to determine if they would be submitting bids and/or to encourage them to do so.

Minimum documentation required: Log showing a) dates and times of follow-up calls along with names of individuals contacted and individuals placing the calls; and b) results attained from each DBE/WBE to whom a solicitation letter was sent (e.g., bid submitted, declined, no response). In instances where DBE/WBE bids were rejected, the dollar amount of the bid rejected from the DBE/WBE must be indicated along with the reason for rejection and the dollar amount of the bid which was accepted for that subcontract or material supply item.

- (6) Using the services of minority community organizations, minority contractor groups, local, state and federal minority business assistance offices and other organizations identified by the Executive Department's Advocate for Minority and Women Business that provide assistance in the recruitment and placement of DBEs and WBEs; where applicable, advising and assisting DBEs and WBEs in obtaining lines of credit or insurance required by Metro or the bidder/proposer; and, otherwise, making efforts to encourage participation by DBEs and WBEs which could reasonably be expected to produce a level of participation sufficient to meet the goals.

Minimum documentation required: Letter from bidder/proposer indicating all special efforts made to facilitate attainment of contract goals, the dates such actions were taken and results realized.

- (7) Notwithstanding any other provision of this section, bidders and proposers on locally-funded contracts to which DBE/WBE goals apply need not accept the bid of a DBE or WBE on any particular subcontract or material supply item if the bidder/proposer demonstrates that none of the DBEs or WBEs submitting bids were the lowest responsible, responsive and qualified bidders/proposers on that particular subcontract item and that the subcontract item was awarded to the lowest responsible, responsive bidder/proposer.

Metro reserves the right to require additional written documentation of good faith efforts and bidders and proposers shall comply with all such requirements by Metro. It shall be a rebuttable presumption that a bidder or proposer has made a good faith effort to comply with the contract goals if the bidder has performed and submits written documentation of all of the above actions. It shall be a rebuttable presumption that the bidder has not made a good faith effort if the bidder has not performed or has not submitted documentation of all of the above actions.

(Ordinance No. 83-165, Sec. 13; amended by Ordinance No. 84-181, Sec. 6 and Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.165 Replacement of DBE or WBE Subcontractors: Prime contractors shall not replace a DBE/WBE subcontractor with another subcontractor, either before contract award or during contract performance, without prior Metro approval. Prime contractors who replace a DBE or WBE subcontractor shall replace such DBE/WBE subcontractor with another certified DBE/WBE subcontractor or make good faith efforts as described in the preceding section to do so.

(Ordinance No. 83-165, Sec. 14; amended by Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.170 Records and Reports:

(a) Metro shall develop and maintain a recordkeeping system to identify and assess DBE and WBE contract awards, prime contractors' progress in achieving goals and affirmative action efforts. Specifically, the following records will be maintained:

- (1) Awards to DBEs and WBEs by number, percentage and dollar amount.
- (2) A description of the types of contracts awarded.
- (3) The extent to which goals were exceeded or not met and reasons therefor.

(b) All DBE and WBE records will be separately maintained. Required DBE and WBE information will be provided to federal agencies and administrators on request.

(c) The Liaison Officer shall prepare reports, at least semiannually, on DBE and WBE participation to include the following:

- (1) The number of contracts awarded;
- (2) Categories of contracts awarded;
- (3) Dollar value of contracts awarded;
- (4) Percentage of the dollar value of all contracts awarded to DBE/WBE firms in the reporting period; and
- (5) The extent to which goals have been met or exceeded.

(Ordinance No. 83-165, Sec. 15; amended by Ordinance No. 84-181, Sec. 7, and Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.175 Counting Disadvantaged Business Participation Toward Meeting Goals:

(a) DBE/WBE participation shall be counted toward meeting the goals on each contract as follows:

- (1) Subject to the limitations indicated in paragraphs (2) through (8) below, the total dollar value of a prime contract or subcontract to be performed by DBEs or WBEs is counted toward the applicable goal for contract award purposes as well as annual goal compliance purposes.
- (2) The total dollar value of a contract to a disadvantaged business owned and controlled by both disadvantaged males and non-disadvantaged females is counted toward the goals for disadvantaged businesses and women, respectively, in proportion to the percentage of ownership and control of each group in the business.

The total dollar value of a contract with a disadvantaged business owned and controlled by disadvantaged women is counted toward either the disadvantaged business goal or the goal for women, but not to both. Metro shall choose the goal to which the contract value is applied.

- (3) Metro shall count toward its goals a portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the disadvantaged or female business partner in the joint venture.

- (4) Metro shall count toward its goals only expenditures to DBEs and WBEs that perform a commercially useful function in the work of a contract. A DBE or WBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing and supervising the work involved. To determine whether a DBE or WBE is performing a commercially useful function, Metro shall evaluate the amount of work subcontracted, industry practices and other relevant factors.
- (5) Consistent with normal industry practices, a DBE or WBE may enter into subcontracts. If a DBE or WBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE or WBE shall be presumed not to be performing a commercially useful function. The DBE or WBE may present evidence to Metro to rebut this presumption. Metro's decision on the rebuttal of this presumption is subject to review by USDOT for USDOT-assisted contracts.
- (6) A DBE or WBE which provides both labor and materials may count toward its disadvantaged business goals expenditures for materials and supplies obtained from other than DBE or WBE suppliers and manufacturers, provided that the DBE or WBE contractor assumes the actual and contractual responsibility for the provision of the materials and supplies.
- (7) Metro shall count its entire expenditure to a DBE or WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale).
- (8) Metro shall count against the goals 60 percent of its expenditures to DBE or WBE suppliers that are not manufacturers, provided that the DBE or WBE supplier performs a commercially useful function in the supply process.
- (9) When USDOT funds are passed-through by Metro to other agencies, any contracts made with those funds and any DBE participation in those contracts shall only be counted toward Metro's goals. Likewise, any USDOT funds passed-through to Metro from other agencies and then used for contracting shall count only toward that agency's goals. Project managers

responsible for administration of pass-through agreements shall include the following language in those agreements:

(a) Policy. It is the policy of the Department of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement.

(b) MBE Obligation. The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of USDOT-assisted contracts."

(b) DBE or WBE participation shall be counted toward meeting annual goals as follows:

(1) Except as otherwise provided below, the total dollar value of any contract which is to be performed by a DBE or WBE is counted toward meeting annual goals.

(2) The provisions of paragraphs (a)(2) through (a)(8) of this section, pertaining to contract goals, shall apply equally to annual goals.

(Ordinance No. 83-165, Sec. 16; amended by Ordinance No. 84-181, Sec. 8; and Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.180 Compliance and Enforcement:

(a) Metro shall reserve the right, at all times during the period of any contract, to monitor compliance with the terms of this chapter and the contract and with any representation made by

a contractor prior to contract award pertaining to DBE and WBE participation in the contract.

(b) The Liaison Officer may require, at any stage of contract completion, documented proof from the contractor of actual DBE and WBE participation.

(Ordinance No. 83-165, Sec. 17; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

Appendix D

Metro Accounting Division Positions (as of February 10, 1992)

Accounting Manager
Senior Accountant (3)
Accountant (2)
Accounting Supervisor
Lead Accounting Clerk (2)
Accounts Payable Clerk (2)
Payroll Clerk (2)
Accounts Receivable Clerk (1)
Accounting Clerk 1 (2)
Secretary (1)
Office Assistant (1)

October 22, 1991

Dear Potential Bidder/Proposer:

For the past ten years, the Metropolitan Service District has had a special contracting program to encourage participation in Metro contracts by businesses owned by minorities including women. This program has been applied to both federally funded and locally funded projects.

We have now been advised by our General Counsel that the Metro Code provisions relating to participation by minority-owned businesses in locally funded contracts are unconstitutional.

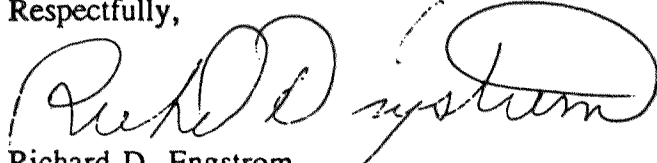
Therefore, I must reluctantly advise you that until the Metro Council acts to correct this defect and/or adopts a new program, I cannot and will not act in probable violation of the law and attempt to enforce the present Metro DBE and WBE Program requirements on locally funded projects.

The economy of the Metro region is comprised of a multitude of emerging and small businesses which mirror the racial diversity within our boundaries. They're our customers and clients. They pay taxes. They hire the local work force. They determine the health of the local economy. Supporting those businesses should not be viewed as just a requirement. Supporting those businesses should be viewed as good business!

I, therefore encourage you to set the legal question aside and voluntarily follow good faith efforts to utilize Disadvantaged, Minority and Women Owned Business Enterprises as your subcontractors and suppliers.

Please consider these issues carefully. Talk to your legal counsel. Reflect upon the larger issue. If you have questions, please contact Rich Wiley at Metro 221-1646 x 116.

Respectfully,



Richard D. Engstrom
Deputy Executive Officer

Executive Officer
Rena Castro

Metro Council

Lynva Collier
President, Metro
District 1

Jim Gardner
Deputy President
Metro Council
District 2

Susan McLain
District 3

Lawrence Bauer
District 4

Richard Devlin
District 5

Tom Deland
District 6

George Van Bergen
District 7

Ruth McFarland
District 8

Judy Myers
District 9

Roger Buchanan
District 10

David Knowles
District 11

Sandi Hansen
District 12

EXHIBIT B

CONDITIONS FOR WAIVER OF COUNCIL APPROVAL

The Council of the Metropolitan Service District waives the requirement for Council approval of the Accounting Procedures Manual contract, subject to the following conditions.

1. The amount of the contract shall not exceed \$90,000.
2. That the scope of work included in the contract be substantially similiar to the scope of work in the Request for Proposal.
3. The contract includes a clause stating to the effect that the additional work to document accounting procedures undertaken outside of the Accounting Division will be done subject to approval of funds by the Council in the FY 1992-93 Budget and Appropriations Schedule.

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 92-1576, FOR THE PURPOSE OF AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS FOR AN ANALYSIS OF SYSTEMS AND DEVELOPMENT OF WRITTEN DOCUMENTATION IN THE FORM OF A COMPREHENSIVE POLICY AND PROCEDURE MANUAL FOR THE ACCOUNTING RELATED FUNCTIONS OF THE METROPOLITAN SERVICE DISTRICT

Date: February 13, 1992

Presented by: Jennifer Sims
Don Cox

Background

As part of the auditor's management letters for fiscal years 1989 and 1990, a recommendation was made to develop written procedure manuals. These manuals would assist in assuring standard procedures were followed, would provide guidance to all Metro staff in the functions to be performed and would serve as training tools for new staff. In addition, a documented record of internal controls would be made available. This above named request for proposal (RFP) was developed for the purpose of completing such a manual.

Metro accounting staff had hoped to develop certain written procedures internally during FY 1990. With the resources expended to consolidate MERC activities, which is continuing, and train new staff hired in 1990-91 time was not available to complete these tasks. In order to assure significant progress on this task during FY 1992 and develop a thorough and comprehensive document, professional services expenditures of \$110,000 were proposed in the FY 1992 budget. Council approved \$55,000 for this work in the FY 1992 adopted budget, stipulating that the procedures documented be those internal to the Accounting Division only. The RFP notes the adopted budget for this project.

In that many of the procedures required for the Accounting Division to accomplish its objectives occur outside the Division and within other Metro departments, additional procedural documentation will be required in these areas to complete the manuals and fully address the intent of the management letter. The FY 1992-93 proposed budget will include \$55,000 for this work. The RFP addresses this issue, asking respondents to present costs by procedure manual element, in order to develop firm costs on developing a comprehensive manual and to determine priority of accomplishment given budget and timeline constraints.

The \$55,000 will provide professional accounting review of Metro's internal accounting procedures, internal controls and a written document describing system overviews and detailed tasks. Metro Accounting staff will be thoroughly involved in the project in describing current procedures, interfaces, and controls and reviewing the documentation drafts. In that Metro's transaction processing continues to expand into new areas, the RFP requires the document to be provided in a form easily maintained by Metro staff.

Executive Officer's Recommendation

The Executive Officer recommends the Council adopt Resolution No. 92-1576 and authorize the release of the Request for Proposals for Analysis of Systems and Development of Written Documentation in the Form of a Comprehensive Policy and Procedure Manual for the Accounting Related Functions of the Metropolitan Service District.

Meeting Date: February 13, 1992
Agenda Item No. 5.1

ORDINANCE NO. 92-449

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 92-449 ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 1992-93, MAKING APPROPRIATIONS AND LEVYING AD VALOREM TAXES

Date: March 4, 1992

Presented by: Rena Cusma
Executive Officer

FACTUAL BACKGROUND AND ANALYSIS

I am forwarding to the Council for consideration and approval my proposed budget for Fiscal Year 1992-93.

Council action, through Ordinance No. 92-449, is the first step in the process for the adoption of the District's operating financial plan for the forthcoming fiscal year. Final action by the Council to adopt this plan is scheduled for June 25, 1992.

Oregon Revised Statutes 294.635, Oregon Budget Law, requires that Metro prepare and submit the District's approved budget to the Tax Supervising and Conservation Commission by May 15, 1992. The Commission will conduct a hearing during June 1992 for the purpose of receiving information from the public regarding the Council's approved budget. Following the hearing, the Commission will certify the budget to the Council for adoption and may provide recommendations to the Council regarding any aspect of the budget.

Once the budget plan for Fiscal Year 1992-93 is adopted by the Council, the number of funds and their total dollar amount and the maximum tax levy cannot be amended without review and certification by the Tax Supervising and Conservation Commission. Adjustments, if any, by the Council to increase the level of expenditures in a fund are limited to no more than 10 percent of the total value of that fund in the period between approval, scheduled for May 7, 1992, and adoption.

Exhibits B and C of the Ordinance will be available at the public hearing on March 12, 1992.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends that the Council conduct a public hearing on Ordinance No. 92-449. The Executive Officer recommends that the Council schedule consideration of the proposed budget and necessary actions to meet the key dates as set out in Oregon Budget Law described above.

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF ADOPTING THE	)	ORDINANCE NO. 92-449
ANNUAL BUDGET FOR FISCAL YEAR)	
1992-93, MAKING APPROPRIATIONS	)	Introduced by
AND LEVYING AD VALOREM TAXES	)	Rena Cusma, Executive Officer

WHEREAS, the Multnomah County Tax Supervising and Conservation Commission held its public hearing on the annual budget of the Metropolitan Service District for the fiscal year beginning July 1, 1992, and ending June 30, 1993; and

WHEREAS, recommendations from the Multnomah County Tax Supervising and Conservation Commission have been received by the Metropolitan Service District (attached as Exhibit A and made a part of the Ordinance) and considered; now, therefore,

THE COUNCIL OF THE METROPOLITAN SERVICE DISTRICT HEREBY
ORDAINS:

1. The "Fiscal Year 1992-93 Budget of the Metropolitan Service District," attached hereto as Exhibit B, and the Schedule of Appropriations, attached hereto as Exhibit C, are hereby adopted.

2. The Council of the Metropolitan Service District does hereby levy ad valorem taxes, as provided in the budget adopted by Section 1 of this Ordinance, for a total amount of ELEVEN MILLION FOUR HUNDRED NINETY-ONE THOUSAND NINE HUNDRED SEVENTY-THREE (\$11,491,973) DOLLARS to be levied upon taxable properties within the Metropolitan Service District as of 1:00 a.m., July 1, 1992.

FIVE MILLION SEVEN HUNDRED THIRTY THOUSAND THREE HUNDRED SIXTY (\$5,730,360) DOLLARS shall be for the Zoo Operating Fund, said

amount authorized in a tax base, said tax base approved by the voters of the Metropolitan Service District at a general election held May 15, 1990.

FIVE MILLION SEVEN HUNDRED SIXTY-ONE THOUSAND SIX HUNDRED THIRTEEN (\$5,761,613) DOLLARS shall be for the Convention Center Project Debt Service Fund, said levy needed to repay a portion of the proceeds of General Obligation bonds as approved by the voters of the Metropolitan Service District at a general election held November 4, 1986.

3. Pursuant to Metro code Section 7.01.020(b) pertaining to the Metro Excise Tax, the Council hereby establishes the rate of tax for the period commencing July 1, 1992, to and including June 30, 1993, to be six percent (6%).

4. An annual loan not to exceed THREE MILLION FOUR HUNDRED SIXTY-ONE THOUSAND (\$3,461,000) DOLLARS is hereby authorized from the Solid Waste Revenue Fund to the Oregon Convention Center Debt Service Fund. The loan is needed to pay debt service on general obligation bonds prior to receiving property tax revenues. Simple interest shall be paid on the loan amount at the average daily rate paid by the State of Oregon Local Government Investment Pool for the duration of the loan based on a 360-day year. The loan amount and interest due shall be returned to the Solid Waste Revenue Fund General Account by the end of the fiscal year in which it is borrowed.

5. An annual loan not to exceed THREE HUNDRED NINETY THOUSAND (\$390,000) DOLLARS is hereby authorized from the Solid Waste Revenue Fund to the Planning Fund. The loan is needed to fund initial

urban arterial program work. The loan will be repaid in future fiscal years from vehicle license fees or by the participating jurisdictions. Simple interest shall be paid on the loan amount at the average daily rate paid by the State of Oregon Local Government Investment Pool for the duration of the loan based on a 360-day year.

6. The Coliseum Operating Fund is hereby created for the purpose of operating the Memorial Coliseum. Sources of revenue shall be reimbursements, enterprise revenue, commissions, interest, user fees and other revenues attributable to the operations of the facility. In the event of elimination of this fund, disposition of any funds remaining will be in accordance with the Memorandum of Understanding with the Portland Trailblazers approved by Resolution No. 91-1527 and any subsequent amendment.

7. The Metropolitan Greenspaces Fund is hereby created for the purpose of acquisition, capital improvement, management and operations of the regional greenspaces system. Initial sources of revenue will be grants and donations received through fund raising activities. In the event of elimination of this fund, any remaining fund balance will be used in support of the Metropolitan Greenspaces program and in accordance with any restrictions placed upon these funds at the time of receipt.

8. The Transportation Planning Fund title is hereby amended to be the Planning Fund. The purpose of the fund will expand to include regional growth management.

9. The Insurance Fund title is hereby amended to be the Risk Management Fund. The purpose of the fund is unchanged.

10. The Convention Center Project Management Fund is hereby eliminated.

11. The Planning and Development Fund is hereby eliminated and its remaining functions included in the Solid Waste Revenue Fund and the Planning Fund.

12. The Portland Center for the Performing Arts Capital Fund is hereby eliminated.

13. In accordance with Section 2.02.125 of the Metropolitan Service District Code, the Council of the Metropolitan Service District hereby authorizes personnel positions and expenditures in accordance with the Annual Budget adopted by Section 1 of this Ordinance, and hereby appropriates funds for the fiscal year beginning July 1, 1992, from the funds and for the purposes listed in the Schedule of Appropriations, Exhibit C.

14. The Executive Officer shall make the following filings as provided by ORS 294.555 and ORS 310.060:

a. Multnomah County Assessor

- 1) An original and one copy of the Notice of Levy marked Exhibit D, attached hereto and made a part of this Ordinance.
- 2) Two copies of the budget document adopted by Section 2 of this Ordinance.
- 3) A copy of the Notice of Publication required by ORS 294.421.
- 4) Two copies of this Ordinance.

b. Clackamas and Washington County Assessor and Clerk

- 1) A copy of the Notice of Levy marked Exhibit D.

- 2) A copy of the budget document adopted by Section 2 of this Ordinance.
- 3) A copy of this Ordinance.
- 4) A copy of the Notice of Publication required by ORS 294.421.

ADOPTED by the Council of the Metropolitan Service

District this _____ day of _____, 1992.

Jim Gardner, Presiding Officer

Attest:

Clerk of the Council

KR:rs\bud92-93.new\92-449.ord

Meeting Date: February 13, 1992
Agenda Item No. 5.2

ORDINANCE NO. 92-451



METRO

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

Memorandum

Date: March 5, 1992

To: Finance Committee

From: Donald E. Carlson, Council Administrator *DE*

R: Draft Ordinance No. 92-451, Amending the FY 91-92 Budget Appropriations Schedule to Reduce Expenditures and Reorganize Certain Departments

Please find attached a copy of a draft ordinance prepared at the request of the Presiding Officer to approve the expenditure reductions and department reorganizations recently proposed by the Executive Officer. If approved by the Committee for introduction this evening, the ordinance would be on the Council's March 12, 1992 meeting for first reading, referred to a committee(s) and if acted on by the committee it could be back before the Council at it's March 26, 1992 meeting. The ordinance contains the budget reductions, staff eliminations and department reorganizations as proposed by the Executive Officer. If the Council wishes to change the proposed actions, it can amend the ordinance accordingly.

cc: Metro Council
Rena Cusma
Dick Engstrom
Jennifer Sims

Ord.92-451 Intro Memo

DRAFT

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

AN ORDINANCE AMENDING ORDINANCE)	ORDINANCE NO. 92-451
NO. 91-390A REVISING THE FY)	
1991-92 BUDGET AND)	Introduced by
APPROPRIATIONS SCHEDULE FOR THE)	the Finance Committee
PURPOSE OF REDUCING)	
EXPENDITURES AND REORGANIZING)	
CERTAIN DEPARTMENTS)	

WHEREAS, The Executive Officer has proposed the reduction of expenditures in the Planning and Development Fund by eliminating nine positions; and

WHEREAS, The Executive Officer has proposed to transfer Solid Waste Planning personnel and programs to the Solid Waste Department and transfer Urban Growth Management, Land Use and Greenspace Planning personnel and programs to the Transportation Planning Department, thereby eliminating the Planning and Development Department; and

WHEREAS, The expenditure reductions and reorganization are proposed by the Executive Officer to establish a more efficient and effective Planning program and as a response to reduced revenues from solid waste related sources; now therefore,

THE COUNCIL OF THE METROPOLITAN SERVICE DISTRICT HEREBY ORDAINS:

1. That Ordinance No. 91-390A, Exhibit B, FY 1991-92 Budget and Exhibit C, Schedule of Appropriations, are hereby amended as shown in the column title d "revision" of Exhibits A and B to this Ordinance for the purpose of transferring \$_____

from the Planning and Development Fund Personal Services category to the Fund Contingency.

2. That the positions listed on Exhibit C are eliminated from the FY 1991-92 Planning and Development Fund Budget.

3. That the Planning and Development Department is abolished; the Solid Waste Planning personnel and programs are transferred to the Solid Waste Department for administration purposes; all other personnel and programs (Urban Growth management, Land Use, Greenspaces planning, Smith and Bybee Lakes, etc.) are transferred to the Transportation Planning Department for administration purposes; and the Planning and Development Fund will continue for the recording of revenues and expenditures of the above named programs.

4. That the name of the Transportation Planning Department is changed to the Planning Department.

5. This Ordinance being necessary for the immediate preservation of the Public Health, Safety and Welfare, an emergency is declared to exist and this Ordinance takes effect on March 31, 1991.

ADOPTED by the Council of the Metropolitan Service District
this _____ day of _____, 1992.

Jim Gardner, Presiding Officer

ATTEST:

Clerk of the Council

mga\FIN\ORD92-451.DFT

EXHIBIT A

ORDINANCE NO. 92-451

(THIS EXHIBIT WILL SHOW PROPOSED CHANGES TO FY 1991-92 BUDGET --
REDUCTIONS IN SPECIFIC POSITION LINE ITEMS AND A CUMULATIVE
INCREASE IN CONTINGENCY.)

EXHIBIT B

ORDINANCE NO. 92-451

SCHEDULE OF APPROPRIATIONS

**(THIS EXHIBIT WILL SHOW CHANGES IN SCHEDULE OF APPROPRIATIONS
RESULTING FROM BUDGET REVISIONS IN EXHIBIT A.)**

EXHIBIT C

ORDINANCE NO. 92-451

The following positions are eliminated from the FY 1991-92
Planning and Development Fund Budget:

Director of Planning and Development
Senior Regional Planner (Land Use Program, page 189)
Senior Regional Planner (Land Use Program, page 189)
Senior Regional Planner (Environmental Planning Program,
page 191)
Senior Management Analyst (Environmental Planning Program,
page 191)
Regional Planning Supervisor (Urban Services Planning
Program, page 193)
Senior Regional Planner (Urban Services Planning Program,
page 193)
Associate Solid Waste Planner (Urban Services Planning
Program, page 193)
Senior Management Analyst (Urban Services Planning Program,
page 193)

Meeting Date: February 13, 1992
Agenda Item No. 6.1

RESOLUTION NO. 92-1581

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 92-1581, FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER 2.04.060 PERSONAL SERVICES CONTRACTS SELECTION PROCESS, AND AUTHORIZING A SOLE-SOURCE CONTRACT WITH STOP OREGON LITTER AND VANDALISM (SOLV) FOR SPONSORSHIP OF THE ANNUAL "SOLV-IT" CLEANUP EVENT ON SATURDAY APRIL 11, 1992

Date: March 4, 1992

Presented by: Councilor Wyers

Committee Recommendation: At the March 3 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 92-1581. Voting in favor: Councilors Buchanan, Hansen, McFarland, Van Bergen and Wyers.

Committee Issues/Discussion: Judith Mandt, Solid Waste Department Staff, provided information concerning the scope and purpose of the proposed SOLV cleanup event. She noted that Metro will be one of four principal sponsors. Under the provisions of the contract, Metro will provide \$20,000 in cash and various in-kind services including the development of brochures and posters and providing information through the Recycling Information Center.

Mandt observed this year's event will involve the cleanup of several identified illegal dumping sites. In addition, some 90 neighborhood associations (up from 44 at last year's event) will be collecting various materials at the local level. Mandt explained that the involvement of neighborhood organizations helps to make more people aware of the adverse effects of illegal dumping. This year's focus will be on the collection of tires and scrap metal. (Last year some 4,300 tires and nearly 50,000 pounds of metal were collected). Some 5,700 volunteers participated in last year's event.

Mandt introduced Pat Merkle, representing SOLV. Councilor Van Bergen asked about the overall cost of the cleanup event. Merkle indicated that last year's event cost about \$134,000, which was equally divided between cash and in-kind contributions. She noted that about 124 tons of material were collected (in addition to the tires and scrap metal) at cost of about \$1,100 per ton. This is slightly less than the \$1,200 per ton cost incurred by local governments when they cleanup illegal dump sites.

Councilor Wyers expressed support for the event, but noted that there is a need to develop programs aimed at reducing the level of illegal dumping. Merkle noted that in Portland, following in implementation of the new franchise system, there are a growing number of individuals offering alternative hauling services at very reduced rates. She expressed concern that many of these haulers may be illegally dumping their loads. She also noted that

mandatory collection and the development of small local depots could alleviate illegal dumping.

Councilor Van Bergen asked about the level of Metro's contribution to prior SOLV cleanup events. Mandt explained that in 1990, a special appropriation of \$20,000 was approved by the Council. In 1991, a total of \$78,000 was appropriated for cleanup events and \$20,000 was allocated to the SOLV event.

Van Bergen noted that he had been involved in the prior events. He said that many people in his area viewed the event as an opportunity to dispose of items that their regular haulers would not accept. Van Bergen noted that self-hauling should be encouraged to reduce the level of illegal dumping.



METRO

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

Memorandum

To: Solid Waste Committee Members

From: John Houser, Council Analyst

Date: February 25, 1992

Re: Resolution No. 92-1581, For the Purpose of Authorizing an Exemption to Metro Code 2.04.060, Personal Services Contract Selection Process, and Authorizing a Sole-Source Contract with Stop Oregon Litter and Vandalism (SOLV) For the Sponsorship of the Annual "SOLV-IT" Cleanup Event on Saturday, April 11, 1992.

Resolution No. 92-1581 is scheduled for consideration by the committee at the March 3 meeting.

Background

SOLV will be conducting its third annual Cleanup event in April. This is the largest effort of its type in the Metro region. The amount of material gathered at the second event was significantly higher than during the first year. SOLV anticipates another excellent turnout for this year's event.

Metro has historically acted as a co-sponsor of the event and provided partial funding. This year, the resolution proposes that \$20,000 be allocated from Metro. The budget provides a line item of \$50,000 for cleanup events. The remaining \$30,000 will serve as matching funds for other local cleanup events.

Issues and Questions

The committee may wish to address the following issues and questions related to this resolution:

- 1) It is unclear in the staff report how yard debris will be handled at the event. Will this type of material be accepted? Be accepted only in Portland neighborhoods that agree to accept it?
- 2) Could staff provide the monetary level of support that Metro has provided for past SOLV cleanup events? For other community cleanup events?
- 3) What is the status of the remaining matching funds for cleanup events? Will they be allocated during the current fiscal year?

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 92-1581 FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER 2.04.060, PERSONAL SERVICES CONTRACTS SELECTION PROCESS, AND AUTHORIZING A SOLE-SOURCE CONTRACT WITH STOP OREGON LITTER AND VANDALISM (SOLV) FOR THE SPONSORSHIP OF THE ANNUAL "SOLV-IT" CLEANUP EVENT ON SATURDAY, APRIL 11, 1992 .

Date: February 20, 1992

Presented by: Judith Mandt

PROPOSED ACTION

Adoption of Resolution No. 92-1581 would authorize an exemption to competitive proposal procedures and authorize the execution of the attached personal services contract (Exhibit A) with Stop Oregon Litter and Vandalism (SOLV) for the coordination of the third annual "SOLV-IT" Cleanup event scheduled for Saturday, April 11. This contract establishes Metro's role as one of the four major sponsors of the event consistent with the level of funding provided by the other three major sponsors. SOLV is the only agency of its kind proposing to coordinate an event of this scale: 90 Portland neighborhood association cleanups and 10 illegal disposal site cleanups throughout the Metro region will receive SOLV assistance this year.

FACTUAL BACKGROUND AND ANALYSIS

The Solid Waste Department is supporting the request by SOLV for Metro's continued support of this annual cleanup event. The goals of the event are consistent with those of Metro's Cleanup Programs. These goals include funding assistance for both community-based annual cleanup events and cleanup of illegal disposal sites on public property. Specific objectives include:

1. Metro's program objectives in funding annual community-based cleanup events are:
 - 1.1 To increase the opportunity to recycle to as many residents as possible during annual cleanup events.
 - 1.2 To promote source separated recycling of larger, bulky materials that often accumulate and are inappropriately disposed as mixed waste.
 - 1.3 To provide a visible public service which increases knowledge of anti-litter and anti-vandalism efforts throughout the region.
2. Program objectives in funding the cleanup of illegal dump sites on public property are:
 - 2.1 To assist local governments in increasing cleanup activities beyond normal maintenance responsibilities.
 - 2.2 To increase public awareness of inappropriate waste disposal behavior and involve several hundred volunteers in litter removal.

- 2.3 To develop creative strategies to prevent illegal dumping via public education, creation of physical barriers or development of more effective enforcement mechanisms.

During the first "SOLV-IT" event on May 19, 1990 a record number of participants and volunteers collected over 35 tons of mixed solid waste, 3.2 tons of recyclable scrap metal, 2,500 recyclable tires, and 2,000 cubic yards of recyclable yard debris. In the second year on April 13, 1991, these numbers increased to: 124 tons of mixed solid waste, 25 tons of scrap metal, 4,300 recyclable waste tires, and 2,500 cubic yards of yard debris. Although Portland neighborhoods may choose to coordinate yard debris collection at the SOLV-IT cleanup event or at subsequent cleanup event this Spring, the SOLV-IT cleanup is not focusing on yard debris recycling this year. Focus this year will be on scrap metal and waste tires collected at the neighborhood level. Schnitzer Steel will again be a major participant in the scrap metal recycling effort, providing transport and technical expertise as needed and requested.

Metro is recognized in all print and electronic media advertisements as one of the four primary event sponsors. All promotional materials will include the logo's of the four sponsors: Metro, KINK, Association of General Contractors and Safeway.

BUDGET IMPACT

The FY 1991-92 Waste Reduction budget includes an allocations of \$50,000 for Cleanups in the region. The SOLV-IT event meets the program objectives developed for these funds, therefore the requested \$20,000 is set aside for the event. Remaining funds are set aside for local government match, based upon a per capita funding allocation.

In-kind contributions from the Solid Waste Department and Public Affairs Department include assistance from the Recycling Information Center in answering cleanup inquiry calls from the public, and designing, printing and mailing of event brochures, compilation of mailing list for SOLV organization, and operations assistance from Metro disposal facilities.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 92-1581.

BEFORE THE CONTRACT REVIEW BOARD
OF THE METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING	)	RESOLUTION NO. 92-1581
AN EXEMPTION TO METRO CODE)	
CHAPTER 2.04.060, PERSONAL SERVICES	)	INTRODUCED BY
CONTRACTS SELECTION PROCESS, AND	)	RENA CUSMA,
AUTHORIZING A SOLE-SOURCE CONTRACT	)	EXECUTIVE OFFICER
WITH STOP OREGON LITTER AND)	
VANDALISM (SOLV) FOR SPONSORSHIP OF)	
THE ANNUAL "SOLV-IT" CLEANUP EVENT)	
ON SATURDAY, APRIL 11, 1992)	

WHEREAS, The Metropolitan Service District (Metro) supports cleanup events to rid the region of illegal dump sites and to assist residents in back yard cleanups; and

WHEREAS, Metro has provided technical and financial support for the past two "SOLV-IT" events; and

WHEREAS, the 1991 "SOLV-IT" event succeeded in collecting more than 124 tons of mixed solid waste, 25 tons of recyclable scrap metal, 4,300 waste tires, and 2,500 cubic yards of yard debris; and

WHEREAS, the annual event is coordinated by Stop Oregon Litter and Vandalism (SOLV) and KINK Radio; and

WHEREAS, the coordinating agencies have requested Metro's support as one of four major sponsors consistent with the \$20,000 level of cash contribution and in-kind assistance from Solid Waste, the Recycling Information Center and Graphics division resources; and

WHEREAS, the coordinating agencies are the only organizations qualified to perform the services as outlined in the contractual Scope of Work; and

WHEREAS, the Executive Officer has reviewed the contract with SOLV and hereby recommends Council approval; now, therefore,

BE IT RESOLVED, THAT

The Contract Review Board hereby exempts the attached contract (Exhibit "A" hereto) with SOLV from the competitive proposal requirement pursuant to Metro Code Chapter 2.04.060. because the Board finds SOLV and KINK Radio the sole providers of the required services.

ADOPTED by the Contract Review Board of the Metropolitan Service District
this ____ day of _____, 1992.

Jim Gardner, Presiding Officer



METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 902337

BUDGET CODE NO. 531-310320-528100

FUND: _____ DEPARTMENT: Solid Waste

(IF MORE THAN ONE)

SOURCE CODE (IF REVENUE) _____

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INSTRUCTIONS

1. OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
2. COMPLETE SUMMARY FORM.
3. IF CONTRACT IS —
 - A. SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
 - B. UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
 - C. OVER \$2,500, ATTACH QUOTES, EVAL. FORM, NOTIFICATION OF REJECTION, ETC.
 - D. OVER \$50,000, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET, BIDS, RFP, ETC.
4. PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

1. PURPOSE OF GRANT/CONTRACT Coordination of "SOLV-IT" Cleanup Event of Saturday, April 11, 1992.

2. TYPE OF EXPENSE ☒ PERSONAL SERVICES ☐ LABOR AND MATERIALS ☐ PROCUREMENT
☐ PASS THROUGH AGREEMENT ☐ INTER-GOVERNMENTAL AGREEMENT ☐ CONSTRUCTION
☐ OTHER

OR

TYPE OF REVENUE ☐ GRANT ☐ CONTRACT ☐ OTHER

3. TYPE OF ACTION ☐ CHANGE IN COST ☐ CHANGE IN WORK SCOPE
☐ CHANGE IN TIMING ☒ NEW CONTRACT

4. PARTIES Metro and Stop Oregon Litter and Vandalism (SOLV)

5. EFFECTIVE DATE March 15, 1992 TERMINATION DATE May 15, 1992
(THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT:	ORIGINAL/NEW	\$ 20,000.00
	PREV. AMEND	
	THIS AMEND	
	TOTAL	\$ 20,000.00

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 198⁹⁰₈₉₁ \$ 20,000.00

B. BUDGET LINE ITEM NAME	agencies	AMOUNT APPROPRIATED FOR CONTRACT	\$ 20,000.00
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C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF February 19, 1992 \$ 50,000.00

8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)

N/A
 SUBMITTED BY _____ \$ _____ AMOUNT ☐ MBE

SUBMITTED BY _____ \$ _____ AMOUNT ☐ MBE

SUBMITTED BY _____ \$ _____ AMOUNT ☐ MBE

9. NUMBER AND LOCATION OF ORIGINALS _____

10. A. APPROVED BY STATE/FEDERAL AGENCIES? ☐ YES ☐ NO ☒ NOT APPLICABLE
B. IS THIS A DOT/UMTA/FHWA ASSISTED CONTRACT ☐ YES ☒ NO
11. IS CONTRACT OR SUBCONTRACT WITH A MINORITY BUSINESS? ☐ YES ☒ NO
IF YES, WHICH JURISDICTION HAS AWARDED CERTIFICATION _____
12. WILL INSURANCE CERTIFICATE BE REQUIRED? ☐ YES ☒ NO
13. WERE BID AND PERFORMANCE BONDS SUBMITTED? ☐ YES ☒ NOT APPLICABLE
TYPE OF BOND _____ AMOUNT \$ _____
TYPE OF BOND _____ AMOUNT \$ _____
14. LIST OF KNOWN SUBCONTRACTORS (IF APPLICABLE)
NAME Kink-Radio SERVICE Event Promotion/Coordination ☐ MBE
NAME _____ SERVICE _____ ☐ MBE
NAME _____ SERVICE _____ ☐ MBE
NAME _____ SERVICE _____ ☐ MBE
15. IF THE CONTRACT IS OVER \$10,000
A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?
☒ YES ☐ NO
B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?
☐ YES DATE _____ INITIAL _____

16. COMMENTS:

Resolution No. 92-1581 will authorize this contract as a sole-source.

GRANT/CONTRACT APPROVAL

INTERNAL REVIEW

CONTRACT REVIEW BOARD

COUNCIL REVIEW

(IF REQUIRED) DATE _____

(IF REQUIRED)


DEPARTMENT HEAD

1. _____
COUNCILOR

DATE _____

FISCAL REVIEW

2. _____
COUNCILOR

BUDGET REVIEW

3. _____
COUNCILOR

LEGAL COUNSEL REVIEW AS NEEDED:

A. DEVIATION TO CONTRACT FORM _____

B. CONTRACTS OVER \$10,000 _____

C. CONTRACTS BETWEEN GOVERNMENT AGENCIES _____

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT dated this ____th day of _____ 1992, is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, hereinafter referred to as "Metro", whose address is 2000 S.W. First Avenue, Portland, OR 97201-5398, and STOP OREGON LITTER AND VANDALISM (SOLV), hereinafter referred to as "Contractor," whose address is P.O. Box 1235, Hillsboro, Oregon 97123, for the period of March 15, 1992, through May 15, 1992, and for any extensions thereafter pursuant to written agreement of both parties.

WITNESSETH:

WHEREAS, This Agreement is exclusively for Personal Services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to Metro the materials described in the Scope of Work attached hereto;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including but not limited to ORS 279.310 to 279.320.

Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws Chapter 684.

4. To maintain records relating to the Scope of Work on a generally recognized accounting basis and to make said records available to Metro at mutually convenient times;

5. To indemnify and hold Metro, its councilors, departments, employees and agents 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, with any patent infringement arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors; and

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

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

b) Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per person, \$1,000,000 per occurrence, and \$50,000 property damage. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

Metro, its councilors, departments, employees, and agents shall be named as an additional insured. Notice of any material change or policy cancellation shall be provided to Metro thirty (30) days prior to the change.

c) Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon for more than 10 days. Contractor shall provide Metro with certification of workers' compensation insurance including employer's liability.

7. To comply with any other "Contract Provisions" attached hereto as so labeled; and

8. Contractor shall be an independent Contractor for all purposes, shall be entitled to no compensation other than the compensation provided for in the Agreement. Contractor hereby certifies that it is the direct responsibility employer as provided in ORS 656.407 or a contributing employer as provided in ORS 656.411.

In the event Contractor is to perform the services described in this Agreement without the assistance of others, Contractor hereby agrees to file a joint declaration with Metro to the effect that Contractor services are those of an independent Contractor as provided under Chapter 864 Oregon Laws, 1979.

METRO AGREES:

1. To pay Contractor for services performed and materials delivered in the maximum sum of TWENTY THOUSAND AND 00/100THS DOLLARS (\$20,000) and in the manner and at the time designated in the Scope of Work; and
2. To provide full information regarding its requirements for the Scope of Work.

BOTH PARTIES AGREE:

1. Project Managers:
 - a) Metro's Project Manager shall be such person as designated by the Solid Waste Director. Metro's Project Manager will be responsible to carry out the work described in the Scope of Work, "Metro Project Manager's Responsibilities."
 - b) The Contractor's Project Manager shall be designated by the Board of Directors of SOLV. The Contractor's Project Manager will be responsible to carry out the actions referred to herein.
2. Either party may terminate this Agreement upon giving the other party fourteen (14) days written notice without waiving any of its claims or remedies. Metro and Contractor agree to negotiate in good faith to resolve any conflict prior to giving notice of pending termination. In the event of Contract termination as provided herein, Contractor shall forward to Metro all materials, products and other completed or partially completed items as provided for in the Scope of Work attached hereto;
3. That, in the event of termination, Metro shall pay Contractor for services performed and materials delivered prior to the date of termination; but shall not be liable for indirect or consequential damages;

4. That, in the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court;

5. That this Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party; and

6. That this Agreement may be amended only by the written agreement of both parties.

**STOP OREGON LITTER AND
VANDALISM (SOLV)**

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

JM:jo
February 24, 1992
SOLV.CON

SCOPE OF WORK

Project: Coordination of Annual "SOLV-IT" Event

Contractor: Stop Oregon Litter and Vandalism (SOLV)

Project Term: March 15, 1992 through May 15, 1992

CONTRACTOR'S RESPONSIBILITIES:

The Contractor's Project Manager shall ensure the following cleanup program standards are achieved in each of the 90 neighborhood events and 10 illegal dumpsites in the metro region :

1. Neighborhood Cleanup Events:

- 1.1 Community-based cleanup events will include collection of separated recyclables and/or reusables such as scrap metal, donated materials for nonprofit thrift stores, tires, etc. Such cleanups may include collection of source-separated yard debris.
- 1.2 At least one of the following public service events utilizing volunteers must be included:
 - a) litter patrols along public right-of-ways; or
 - b) public property beautification projects (clearing of debris and/or new plantings); or
 - c) other creative activities which meet the public service goal.

2. Cleanup of Illegal Dumpsites on Public Land:

- 2.1 Activities and/or events must be distinctly different from normal maintenance responsibilities of local governments (such as public works road crews or parks department cleanups).
- 2.2 Strategies to achieve the prevention goal will be developed for each site.

Reporting: The Contractor's Project Manager will provide Metro with information pertaining to events as follows:

- 1. A short report related to the 90 neighborhoods and 10 illegal disposal sites in the region:
 - 1.1 Narrative (date, logistics, weather or other unforeseen events which may have impacted the success of the event, and event coordinator's evaluation of the event);

- 1.2 Total amount collected for each type of material and where material was disposed or recycled;
 - 1.3 Total number of households participating in the event by disposing or recycling of materials (if an annual cleanup event);
 - 1.4 Total number of volunteers contributing to the cleanup and recycling activities.
2. A summary report of the 10 illegal dump site cleanups, including event highlights.

METRO PROJECT MANAGER'S RESPONSIBILITIES:

The Metro Project Manager will provide:

1. Assistance to the Contractor's Project Manager as necessary to develop, monitor, and evaluate the project.
2. Assistance to the Contractor's Project Manager on promotional and educational activities. This assistance will include coordination between the Contractor and Metro's Public Affairs Department staff.
3. Project monitoring and review of project-related expenditures.

PAYMENT AND EVENT REVENUE:

Metro will expedite the lump sum payment of \$20,000 to the Contractor immediately following Council presentation and approval. Any expenses which exceed Metro's total cash contribution of \$20,000 are the responsibility of the Contractor. The majority of the event revenue is contributed by the following 4 major sponsors (each contributing \$20,000 plus varying levels of in-kind donations): Metro, KINK, Association of General Contractors and Safeway. Additional revenue is generated from donations of \$10,000 and \$5,000 packages from other local businesses, to be used in covering costs of staging the SOLV-IT event.

JM:je
February 20, 1992
SOLV.SOW

Meeting Date: February 13, 1992
Agenda Item No. 6.2

RESOLUTION NO. 92-1579

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 92-1579, FOR THE PURPOSE OF AUTHORIZING THE ISSUANCE OF A REQUEST FOR BIDS AND , PURSUANT TO METRO CODE CHAPTER 2.04.033(B), AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE A CONTRACT FOR LEASING A TRACTOR FOR USE AT THE ST. JOHNS LANDFILL

Date: March 4, 1992

Presented by: Councilor Wyers

Committee Recommendation: At the March 3 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 92-1579. Voting in favor: Councilors Buchanan, Hansen, McFarland, Van Bergen and Wyers.

Committee Issues/Discussion: Sam Chandler, Solid Waste Facilities Manager, reviewed the need for the resolution which would authorize six month lease of a tractor for contouring, maintenance and other work in Subarea 4 of the St. Johns Landfill. With the expiration of the Browning-Ferris (BFI) contract at the landfill, Metro is now responsible for a various activities to meet water quality regulatory requirements on the site. Extension of the BFI contract was considered, but rejected, due to the cost.

Chandler noted that it is Metro's intent to lease a tractor which would be operated by a temporary employee during the lease period. The employee would be the same individual hired by Riedel to dispose of its compost at the landfill. Chandler noted that the contract would extend through the coming summer season and would allow the needed work to be completed during relatively dry weather conditions. Metro will remain responsible for any additional work not otherwise being performed by the various contractors operating on the landfill site.

Chandler noted that about 80,000 tons of rejected Riedel compost had been disposed of at the landfill. While Metro did not charge Riedel for the disposal of the material, this action reduced the amount of fill material required from other sources. As a result, Chandler estimated that Metro saved about \$285,000.

Councilor Van Bergen asked if staff anticipated that it would have to extend the length of the contract beyond the six-month period. Chandler indicated that such an extension was not expected. Van Bergen asked if Credit Suisse, the present owner of the composter facility, was making any payments related to the acceptance of its compost at the landfill. Bob Martin, Director of Solid Waste, indicated that Credit Suisse would be billed for the actual cost of hauling, moving and placement of the material at the landfill. Van Bergen asked about the sizing the tractor to be leased, noting that a somewhat smaller size would cost significantly less. Chandler noted that a smaller tractor would be less efficient and possibly require moving the pad on which the fill material is deposited.



METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503.221-1646

Memorandum

To: Solid Waste Committee Members

From: John Houser, Council Analyst

Date: February 25, 1992

Re: Resolution No. 92-1579, For the Purpose of Authorizing the Issuance of a Request for Bids and, Pursuant to Metro Code Chapter 2.04.033(b), Authorizing the Executive Officer to Execute a Contract For Leasing of a Tractor For Use at St. Johns Landfill

Resolution No. 92-1579 is scheduled to be considered by the committee at the March 3 meeting.

Background

The purpose of the resolution is to begin the procurement process to lease a tractor for use at the St. Johns Landfill for a six month period. The tractor would be used for various maintenance and erosion control activities and to bury the construction debris that will be deposited at the facility from the Sears Building renovation. The contract of the prior facility operator (BFI Industries) expired December 31, 1991. Metro intends to lease a tractor for a six month period. The tractor would be operated by a current employee with an equipment operation background.

The staff report estimates that the cost of leasing the equipment will be about \$30,000 and operating costs at about \$18,000. By comparison, the cost of purchasing the equipment would be about \$100,000 and the cost of contracting for the equipment and an operator is also estimated at \$100,620. The equipment lease costs would be divided approximately equally between the current fiscal year and fiscal year 1992-93. The department has adequate funding for this purpose during the current fiscal year.

Issues and Questions

The committee may wish to address the following issues and questions related to this resolution:

1) The resolution permits the Executive Officer to enter into a contract with the successful bidder without further Council review. The committee may wish to address this issue as a separate policy question.

2) The length of the proposed contract is six months. On what basis was this contract length determined? After this period, will

Metro no longer be responsible for the type of maintenance, erosion control, and or management services that require a tractor at the site? Will these services be provided by one of the closure project contractors?

3) The staff report indicates that the equipment will be operated by an existing Metro employee? What are this employee's current job responsibilities, and how will these be addressed during the period that the employee is working at the landfill?

4) Based on the staff report, it appears that there is a significant difference between the cost of Metro leasing the tractor and providing its own operator and contracting for the equipment and an operator. This difference is over \$50,000 for a six month period. How were is estimated costs determined and why is the difference so great?

5) On a related subject, staff has indicated that virtually all of the unusable compost from the former Riedel facility has been deposited at St. Johns. Since Metro has one existing and one pending contract to procure soils and other materials to assist in the closure process, how much material has been deposited from the composter, and will less material have to be procured from other sources?

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING	)	RESOLUTION NO. 92-1579
THE ISSUANCE OF A REQUEST FOR BIDS)	
AND, PURSUANT TO METRO CODE	)	Introduced by Rena Cusma,
CHAPTER 2.04.033(b), AUTHORIZING	)	Executive Officer
THE EXECUTIVE OFFICER TO EXECUTE)	
A CONTRACT FOR LEASING A TRACTOR)	
FOR USE AT ST. JOHNS LANDFILL)	

WHEREAS, The Metropolitan Service District (METRO) is in the process of closing the St. Johns Landfill; and

WHEREAS, There is a need for a tractor at the St. Johns Landfill to provide road maintenance, contour maintenance, erosion control, and the incidental management of cover sands in Sub-area 4; and

WHEREAS, It is estimated that a tractor will be needed at the St. Johns Landfill for a period of six months; and

WHEREAS, It is cost-effective to lease a tractor for a period of six months; and

WHEREAS, The resolution was submitted to the Executive Officer for consideration and was forwarded to the Council for approval; now therefore,

BE IT RESOLVED, That the Council of the Metropolitan Service District

1) authorizes the issuance of a Request for Bids for the leasing of a tractor for use at St. Johns Landfill (Exhibit "A" hereto), and

2) Pursuant to Metro Code Section 2.04.033(b), waives the requirement of Council approval of a Contract resulting from this Request for Bids and authorizes the Executive Officer to execute the Contract, subject to the conditions that the Contract be with the lowest responsive, responsible bidder and that the Contract conform to the Metro Code and be in a form substantially the same as contained in the Request for Bid.

ADOPTED by the Council of the Metropolitan Service District this _____ day
of _____, 1991.

Jim Gardner, Presiding Officer

REQUEST FOR BIDS
FOR
LEASING TRACTOR FOR USE AT ST. JOHNS LANDFILL
(RFB #92B-8-SW)

February 1992

Metropolitan Service District
2000 S.W. First Avenue
Portland, OR 97201

INVITATION TO BID

The Metropolitan Service District (Metro) is requesting bids for supplying a tractor for use at the St. Johns Landfill (RFB #92B-8 -SW).

Sealed bids must be delivered to the Solid Waste Department at Metro, 2000 SW First Avenue, Portland, Oregon 97201-5398, to the attention of Ray Barker, Assistant Facilities Manager, no later than 3:00 PST, March 30, 1992, at which time they will be publicly opened and read in the Council Chamber.

The contract contemplated consists of supplying Metro, on a lease, purchase basis, a Caterpillar D5H Tractor, or a comparable tractor, with wide tracks, for a period of six (6) months, for maximum use of 180 hours per month. The tractor shall be used by Metro at the St. Johns Landfill located at 9363 N. Columbia Boulevard, Portland, Oregon to perform contour maintenance and erosion control, as well as road maintenance and management of cover sands. The term of the contract is expected to be April 15, 1992 through October 15, 1992.

INSTRUCTION TO BIDDERS

PROPOSAL

Proposals must be enclosed in a sealed envelope and mailed or delivered to the Solid Waste Department at Metro, 2000 SW First Avenue, Portland, Oregon 97201-5398, to the attention of Ray Barker, Assistant Facilities Manager.

The outside of the envelope shall plainly identify the subject of the bid, the opening date, and the bid number.

All proposals must be clearly and distinctly typed or written with ink or indelible pencil. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto, and initialed in ink by the party signing the bid, or the bidders authorized representative.

All proposals must be on the form furnished by Metro or they may be rejected by Metro. Where plans and specifications are attached to the proposal, they must be returned by the Bidder with the proposal.

WITHDRAWAL OF PROPOSALS

Bidders may withdraw their proposals in person, or by written or telegraphic requests which are received prior to the scheduled closing time for filing bids. Negligence on the part of the bidder in preparing the proposal confers no right to withdraw the proposal after the scheduled closing time for filing bids.

LATE PROPOSAL

Proposals received after the scheduled closing time for filing bids will be returned to the Bidder unopened, unless such closing time is extended by Metro.

MODIFICATION OF PROPOSAL

An offer to modify the proposal which is received from the successful bidder after award of contract which makes the terms of the bid more favorable or advantageous to Metro will be considered, and may thereafter be accepted. To be effective, every modification must be made in writing over the signature of the Bidder.

TAXES

Taxes, whether State or Federal, shall not be included in the bid prices. Tax exemption certificate will be provided by Metro on request.

IMMATERIAL VARIANCES

Metro reserves the right to determine if equipment of materials which comply substantially in quality and performance with the specifications are acceptable to Metro, and any variance listed by the Bidder in the proposal is material or immaterial.

TERMS

Bids may be rejected if they require payment in less than 30 calendar days after delivery or if they require payment, in whole or in part, prior to delivery.

PRICES

The prices submitted shall be firm during the contract period. If unit prices are requested, they should be shown for each unit on which there is a bid. In case of mistake in extension of price, unit prices shall govern. All prices shall be f.o.b. destination.

EQUIVALENT PRICES/TERM

Bidder represents that all prices, terms and benefits offered in this agreement are equal to or better than the equivalent prices, terms and benefits being offered by bidder to any other state or local government unit or commercial customer in the State of Oregon.

Should bidder, during the term of this agreement, enter into any contact, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other such government unit or commercial customer, this agreement shall thereupon be deemed amended to provide the same price or prices, terms and benefits to Metro. This provision applies to comparable products, supplies and services, and to purchase volumes by Metro that

are not less than the purchase volumes of the government unit or commercial customer that has received the lower prices, greater benefits or more favorable terms.

Donations of products, supplies or services to charitable, nonprofit or government entities, if the donations are recognized as such and are deductible under the federal Internal Revenue Code, shall not be considered contracts, agreements, sales or arrangements with other government units or commercial customers that call for the application of this paragraph.

DISCOUNTS

All prices must be submitted on a net basis. Cash discounts for prompt payment will be considered in awarding the bid. Where the net bid is equal to a bid with a cash discount for prompt payment, the award shall be made to the net bid. Cash discounts for prompt payment will be figured from the date of delivery and acceptance of the article(s), or in the case of incorrect invoice, from the date of receipt of corrected invoice.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin.

TEN PERCENT (10%) BID DEPOSIT

When specified by Metro, a bid deposit in the form of a surety bond, postal money order, cash, cashier's check, or certified check in the amount equal to ten percent (10%) of the amount of the bid shall be furnished by the Bidder to Metro.

ADDENDA TO PLANS OR SPECIFICATIONS

Requests for additional information or for interpretation of the contract documents shall be delivered to the Project Manager, in writing, at least four (4) days before the date set for opening of bids. If, in the opinion of the Project Manager, additional information or interpretation is needed by the Bidders, an addendum will be issued to all known specification holders. The provisions of any written addenda issued by the Procurement Officer at least forty-eight (48) hours before the time set for the opening of bids shall be binding upon the Bidders, and failure of a Bidder to obtain such addenda shall not excuse him from complying therewith, if the bidder is awarded the contract.

BASIS OF AWARD

The award shall be made to the responsible Bidders submitting the most advantageous bid to Metro. Any determination of the responsible Bidders submitting the most advantageous bid and award are subject to review and determination by the Metro Legal Counsel as to legal sufficiency of any bid submitted. Metro reserves the right to reject any and/or all bids in whole or in part, and to waive irregularities not affecting substantial rights.

COST OF PROPOSAL

This invitation to bid does not commit Metro to pay any costs incurred by any Bidder in the submission of a proposal, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the invitation to bid.

WARRANTY

Each bidder shall provide an explanation of both the bidder's and manufacturer's warranties on materials and workmanship; and indicate any warranty costs to Metro including shipping costs.

SERVICE

Each bidder shall furnish detailed information on any service facilities, locations, and procedures as well as information on any maintenance agreements or contracts available to Metro.

DELIVERY

Each bidder shall provide a delivery schedule for each item offered. Therefore, the successful bidder shall notify Metro, in writing, within five (5) business days of order if delivery cannot be completed as proposed and required.

Upon receipt of such notice from the successful bidder, Metro reserves the right to cancel the order and make the purchase from the second lowest, responsible bidder.

If Metro does not elect to cancel the contract initially, subsequent failure to meet the then current delivery requirement does not foreclose Metro's option for cancellation.

LATEST MODEL

Parts and materials must be latest model, of current date, and meet specifications. This provision excludes surplus, remanufactured, and used products, unless such material is proposed in lieu of items specified.

"OR APPROVED EQUAL" CLAUSE

In order to establish a basis of quality, certain processes, types of machinery and equipment, or kinds of materials may be specified, either by description of process or by designating a manufacturer by name and referring to the brand of product designation, or by specifying a kind of material. It is not the intent of these specifications to exclude other processes, equipment, or materials of equal value, utility merit.

Whenever a process is designated or a manufacturer's name, brand, or item designated or described, it shall be understood that the words, "or approved equal" follows such name designation, or description, whether in fact they do so or not.

If a bidder proposes to furnish an item, process or material which he/she claims to be of equal utility to the one designated, then:

1. Bidder shall submit to the Purchasing Agent Department, in care of the Project Manager, a written statement describing it together with supporting data and details sufficient to permit Metro to evaluate the same, seven(7) work days prior to the date set for opening.
2. Metro may require demonstration, additional tests, and additional data, all to be supplied at the expense of the bidder.
3. If Metro determines that the proposed item, material or process is of equal utility to Metro the Project Manager shall at least forty-eight (48) hours prior to bid opening issue addenda to all planholders.

CONFLICT OF INTEREST

A Bidder filing a proposal thereby certifies that no officer, agent, or employee of Metro has a pecuniary interest in this bid or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for bids; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

It is understood that the bidder, before submitting the bid has made a careful examination of the plans, specifications, and contract; that the bidder is fully informed as to the quality and quantity of materials and the character of the work required; and that the bidder has made a careful examination of the location and condition of the work and the sources of supply for materials.

GENERAL CONDITIONS

PATENTS

The successful Bidder agrees to protect, defend, if Metro requests, and save the agency harmless against any demand for payment for wrongful or unauthorized use of any patented material, process, article, or device that may enter into manufacture, construction, or forms part of the work covered by the contract.

FAILURE TO PERFORM

Should the successful low bidder fail to meet the agreed upon delivery schedule, thereby making it necessary for Metro to purchase urgently-needed items from another source, the low bidder shall pay the difference between the accepted low bid price and the purchase price.

DELIVERY TIMES

The successful bidder shall deliver between the hours of 8:00 a.m. and 4:00 p.m. Unloading must be completed by 5:00 p.m. unless approved in advance by Metro. Requests for such approval must be received by Metro at least three (3) days prior to delivery. Contractor shall assume all risk of deliveries made during hours beyond those listed above.

CANCELLATION

Metro reserves the right to cancel the whole or any part of the contract if the Bidder willfully fails to perform any of the provisions in the contract, or fails to make delivery within the time stated, unless the time is extended by a Change Order.

SPECIAL CONDITIONS

Where special conditions are written in the specifications, these special conditions shall take precedence over any conditions listed under the "Instructions to Bidders" and "General Conditions."

PERFORMANCE BOND

A performance bond will be required for all public works contracts over \$10,000, unless the requirement for a performance bond shall be waived by Metro Council.

PERMITS AND LICENSES

The successful Bidder shall obtain and shall include in the bid the cost for all permits and licenses which may be required to perform the contract.

INVOICES

Invoices shall be prepared and submitted in triplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall contain the following information: Contract or Purchase Order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices and extended totals. Invoice should also state name of the unit or department to which the merchandise was shipped or delivered. Bill to Accounts Payable.

QUANTITIES

The quantities listed represent Metro's best estimate of potential purchases to be made during the contract term. Metro makes no guarantees as to the exact quantities to be purchased. The figures provided are intended merely as guides and bidders are warned not to construe them as a guarantee to purchase any amount.

Payment will be made only for quantities actually ordered, delivered, and accepted whether greater or less than the stated amounts.

NOTICE OF ASSIGNMENT

Metro will not recognize any assignment or transfer of any interest in this contract without written notice to the Procurement Officer by the new vendor.

COMPLIANCE

Each bidder shall gain inform of, and the bidder awarded a contract shall comply with, federal, state, and local laws, statutes, and ordinance relative to the execution of the work. This requirement includes, but is not limited to, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, fire protection, burning and nonburning requirements, permits, fees and similar subjects.

All blank spaces in the bid forms must be completed either by typing or in black ink. Amounts shall be shown in both words and figures. Written amounts shall govern in cases of discrepancy between the amounts stated in words and the amounts stated in figures.

ERRORS/OMISSIONS

Any bid may be deemed non-responsive which, on the bid forms, contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the bidding documents.

EXECUTION

Each bid shall give the full business address of the bidder and be signed by it with its legal signature.

Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name authorized to sign contracts on behalf of the partnership, or by an authorized representative, followed by the printed name and title of the person signing.

Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary or other person authorized to legally bind it in the matter. When requested by Metro, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized Power of Attorney must be on file with Metro prior to opening of bids or submitted with the bid, otherwise the bid will be regarded as not properly authorized.

In the event that a bid is submitted by a joint venture, then a certified copy of the legal agreement constituting such joint venture shall be attached to the bid.

The name of each person signing shall be typed or printed below the signature. Signatures of all individuals must be in longhand.

To facilitate evaluation of Bids, Metro requires that all responding firms adhere to the format outlined within this RFB. Firms wishing to take exception to, or comment on, any specified criteria within this RFB are encouraged to document their concerns in this part of their Bid. Exceptions or comments should be succinct, thorough and organized. Metro encourages the Bidders to propose management alternatives that reuse, recycle, or recover energy from wastes.

Failure to fulfill any of the above requirements may render the Bid non-responsive.

NOTICE OF AWARD

Within forty-five (45) calendar days after the opening of Bids, Metro will accept one of the bids, or combination of bids, or reject all bids in accordance with the Basis of Award. The acceptance of the Bid will be by written Notice of Conditional Award, mailed or delivered to the office designated in the Bid. The Notice of Conditional Award shall not entitle the party to whom it is delivered to any rights whatsoever.

CONTRACT

The successful Bidder shall, within ten (10) days, not including Sundays and legal holidays, after receiving notice of award, sign and deliver to Metro the Contract hereto attached.

BID BOND

Bids must be accompanied by a certified check, cashier's check drawn on a bank in good standing, or a bid bond issued by a surety authorized to issue such bonds in the state where the

work is located, in the amount of five hundred dollars (\$500). This bid security shall be given as a guarantee that the Bidder will not withdraw the bid for a period of sixty (60) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish any additional bond(s) required in the Instructions to Bidders.

ATTORNEY-IN-FACT

The Attorney-in-Fact (Resident Agent) who executes any bond on behalf of the Surety must attach a notarized copy of the bidder's Power of Attorney as evidence of the bidder's authority to bind the Surety on the date of execution of the bond.

BID SECURITY

Bid securities will be held until the Contract has been finally executed, after which all bid securities, other than those which have been forfeited, will be returned to the respective Bidders whose Bid they accompanied.

The Bidder who has a Contract awarded to him/her and who fails to promptly and properly execute the contract and furnish any required bond(s) shall forfeit the bid security that accompanied the Bid, and the Bid security shall be retained as liquidated damages by Metro, and it is agreed that this sum is a fair estimate of the amount of damages Metro will sustain in case the bidder fails to enter into a Contract and furnish the bond as hereinbefore provided. Bid security deposited in the form of a certified check or cashier's check shall be subject to the same requirements as a Bid Bond.

INSURANCE

Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance covering the Contractor, its employees and agents. Broad form comprehensive general liability insurance covering personal injury, property damage, and personal injury with automatic coverage for premises and operations and product liability. The policy must be endorsed with contractual liability coverage.

LAW OF STATE OF OREGON

This contract is entered into within the State of Oregon, and the law of said State, whether substantive or procedural, shall apply to this contract, and that all statutory, charter and ordinance provisions that are applicable to the public contracts in the City of Portland, Multnomah, Washington and Clackamas Counties and the State of Oregon shall be followed with respect to this contract.

**Attachment A
To Request For Bids**

SAMPLE - STANDARD PUBLIC CONTRACT

THIS Contract is entered into between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, whose address is 2000 S.W. First Avenue, Portland, Oregon 97201-5398, hereinafter referred to as "Metro," and _____, whose address is _____ 97 _____, hereinafter referred to as the "Contractor."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

SCOPE OF WORK

Contractor shall perform the work and/or deliver to Metro the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II

TERM OF CONTRACT

The term of this Contract shall be for the period commencing November 1, 1991 through and including October 31, 1992.

ARTICLE III

CONTRACT SUM AND TERMS OF PAYMENT

Metro shall compensate the Contractor for work performed and/or goods supplied as described in Attachment A. Metro shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment A.

ARTICLE IV

LIABILITY AND INDEMNITY

Contractor is an independent contractor and assumes full responsibility for the content of its work and performance of Contractor's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify and hold harmless Metro, its agents and employees, 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 Contract. Contractor is solely responsible for paying Contractor's subcontractors. Nothing in this Contract shall create any contractual relationship between any subcontractor and Metro.

ARTICLE V

TERMINATION

Metro may terminate this Contract upon giving Contractor seven (7) days written notice. In the event of termination, Contractor shall be entitled to payment for work performed to the date of termination. Metro shall not be liable for indirect or consequential damages. Termination by Metro will not waive any claim or remedies it may have against Contractor.

ARTICLE VI

INSURANCE

Contractor shall maintain such insurance as will protect Contractor from claims under Workers' Compensation Acts and other employee benefits acts covering all of Contractor's employees engaged in performing the work under this Contract; and from claims for damages because of bodily injury, including death and damages to property, all with coverage limits satisfactory to Metro. Liability insurance shall have minimum coverage limits of at least the dollar amounts listed in ORS 30.270. Additional coverage may be required in the Scope of Work attached hereto. This insurance must cover Contractor's operations under this

Contract, whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. Contractor shall immediately increase the amounts of liability insurance required to reflect any changes in Oregon Law so that the insurance provided shall cover, at a minimum, the maximum liability limits under the Oregon Tort Claims Act.

If required in the Scope of Work attached hereto, Contractor shall provide Metro with a certificate of insurance complying with this article and naming Metro as an insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

Contractor shall not be required to provide the liability insurance described in this Article if an express exclusion relieving Contractor of this requirement is contained in the Scope of Work.

ARTICLE VII

PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. Specifically, it is a condition of this Contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws chapter 684.

ARTICLE VIII

ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE IX
QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality.

All workers and subcontractors shall be skilled in their trades. Contractor guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by Metro, whichever is later. All guarantees and warranties of goods furnished to Contractor or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of Metro.

ARTICLE X
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 hereto that such documents are works made for hire. Contractor does hereby convey, transfer and grant to Metro all rights of reproduction and the copyright to all such documents.

ARTICLE XI
SUBCONTRACTORS; DISADVANTAGED BUSINESS PROGRAM

Contractor shall contact Metro prior to negotiating any subcontracts and Contractor shall obtain approval from Metro before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

Metro reserves the right to reasonably reject any subcontractor or supplier and no increase in the Contractor's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. Contractor shall be fully responsible for all of its subcontractors as provided in Article IV.

If required in the Scope of Work, Contractor agrees to make a good faith effort, as that term is defined in Metro's Disadvantaged Business Program (Section 2.04.160 of the Metro Code) to reach the goals of subcontracting seven percent (7%) of the contract amount to Disadvantaged Business Enterprise and five percent (5%) of the contract amount to Women-Owned Business Enterprise. Metro reserves the right, at all times during the period of this agreement, to monitor compliance with the terms of this paragraph and Metro's Disadvantaged Business Program.

ARTICLE XII

RIGHT TO WITHHOLD PAYMENTS

Metro shall have the right to withhold from payments due 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.

If a liquidated damages provision is contained in the Scope of Work and if Contractor has, in Metro's opinion, violated that provision, Metro shall have the right to withhold from payments due Contractor such sums as shall satisfy that provision. All sums withheld by Metro under this Article shall become the property of Metro and Contractor shall have no right to such sums to the extent that Contractor has breached this Contract.

ARTICLE XIII

SAFETY

If services of any nature are to be performed pursuant to this agreement, Contractor shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes.

ARTICLE XIV
INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between Metro and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both Metro and Contractor. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV
ASSIGNMENT

Contractor shall not assign any rights or obligations under or arising from this Contract without prior written consent from Metro.

CONTRACTOR

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

BID FORMS

TO BE SUBMITTED AT THE TIME OF BID OPENING

NOTE TO BIDDERS: Preferably type or use **BLACK** ink for completing this Bid form.

PROPOSAL

TO: Metropolitan Service District
Solid Waste Department

ADDRESS: 2000 S.W. First Avenue
Portland, Oregon 97201-5398

PROJECT TITLE: LEASING TRACTOR FOR USE AT ST. JOHNS LANDFILL

BIDDER: _____

ADDRESS: _____

DATE: _____

Bidder's Person to contact for additional information on this Bid:

NAME: _____

TELEPHONE: (503) 221-1646

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in the Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of Metro, and that the Proposal is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he/she has carefully examined the Contract Documents for the completion of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made in accordance with the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

This Bid is irrevocable for sixty (60) days following the opening of bids.

CONTRACT EXECUTION

The Bidder agrees that if this Bid is accepted, he/she will, within ten (10) days, not including Sundays and legal holidays, after notice of award, sign and deliver the Contract in the form annexed hereto, and will at that time, to the extent of his/her Bid, furnish all machinery, tools, apparatus, and other means of operation and construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract.

COMMENCEMENT OF WORK AND CONTRACT COMPLETION TIME

The time frame for the award and execution of this Contract shall be as previously stipulated in the INSTRUCTIONS TO BIDDERS. Within a five (5) day period following written notice, the successful Bidder shall be contacted by Metro to schedule a preconstruction conference in order to coordinate construction activities with ongoing operations.

SALES AND USE TAXES

The Bidder agrees that all federal, state and local sales and use taxes are included in the stated bid price for the work.

LUMP SUM OR UNIT PRICE WORK

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum or unit price amounts, it being expressly understood that the unit prices are independent of the estimated quantities. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

METROPOLITAN SERVICE DISTRICT
BID SCHEDULE
FOR
LEASING TRACTOR FOR USE AT ST. JOHNS LANDFILL

Lease of D5H Caterpillar Tractor with wide tracks (or comparable tractor) for six (6) months.

Lease Amount per month

_____ \$ _____
(words) (figures)

Maintenance Costs per month

_____ \$ _____
(words) (figures)

Hauling Costs (each way)

_____ \$ _____
(words) (figures)

ADDENDA

The Bidder hereby acknowledges that he/she has
received Addenda Numbers _____
(Bidder insert Number of each Addendum received)
to these specifications.

BIDDER

The name of the Bidder submitting this Bid is _____

doing business at _____
Street City State ZIP

which is the address to which all communications concerned with this Bid and with the Contract Documents shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her (its) hand this _____ day of _____, 19____.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 19____.

Name of Corporation

(SEAL)

By: _____

Title: _____

Attest: _____
Secretary

Attachment A
SCOPE OF WORK

1. Contractor shall furnish a Caterpillar D5H Tractor, or a comparable tractor, with wide tracks, to Metro, for a period of six (6) months, on a lease, purchase basis, for maximum use of 180 hours per month at St. Johns Landfill located at 9363 N. Columbia Boulevard, Portland, Oregon.
2. Contractor shall deliver Tractor to the St. Johns Landfill within two (2) working days of Contract execution. Contractor shall remove Tractor from St. Johns Landfill at the termination of Contract, if needed.
3. Contractor shall provide tractor maintenance as shown in Attachment B. In the event the Tractor is not operable for two (2) consecutive business days, on the third day Contractor shall furnish to Metro a fully operable Caterpillar D5H Tractor, or a comparable tractor, at the St. Johns Landfill site and without cost to Metro.
4. Metro shall give Contractor a minimum of one (1) week notice prior to required maintenance.
5. Metro shall provide insurance on the Tractor against theft and vandalism and shall be responsible for damages to the Tractor.

Attachment B
TRACTOR MAINTENANCE

1. Contractor shall provide tractor maintenance as follows:
 - A. Every 250 Service Hours or Monthly: Check and/or adjust v-belts. Test brakes. Adjust tracks, if necessary. Add cooling system conditioner. Lubricate bulldozer tilt brace. Check final drive oil level. Change power train oil filter. Includes scheduled oil sampling.
 - B. Every 500 Service Hours or 3 Months: Includes all items listed under 250-hours service, plus: Change hydraulic system oil filter. Wash engine crankcase oil breather. Check recoil spring oil compartment. Adjust rear idler scraper plates (if equipped). Wash fuel tank cap and screen. Wash primary and change secondary fuel filter. Includes scheduled oil sampling.
 - C. Every 1,000 Service Hours or 6 Months: Includes all items listed under 250- and 500-hours service plus: Re-tighten Rollover Protective Structure (ROPS) mounting bolts. Change power train oil filter and wash breather. Change final drive oil. Includes scheduled oil sampling.
2. Metro shall give Contractor a minimum of one (1) week notice prior to required maintenance.
3. Contractor shall perform maintenance work between 8:00 a.m. and 4:30 p.m. Monday through Friday. Requested scheduling at other times will be on a "time and materials" basis at the appropriate overtime rate.
4. Metro shall use Caterpillar oils, or comparable oils, during the duration of the maintenance contract.

RB:ay
CONTRACT\TRACTOR.RFB

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 92-1579 FOR THE PURPOSE OF AUTHORIZING THE ISSUANCE OF A REQUEST FOR BIDS AND, PURSUANT TO METRO CODE CHAPTER 2.04.033(b), AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE A CONTRACT FOR LEASING OF A TRACTOR FOR USE AT ST. JOHNS LANDFILL

DATE: February 20, 1992

Presented By: Sam Chandler
Ray Barker

PROPOSED ACTION

Adoption of Resolution No. 92-1579, authorizing the issuance of a Request for Bids and pursuant to Metro Code Section 2.04.033(b), authorizing the Executive Officer to execute a contract for leasing a tractor for use at the St. Johns Landfill.

FACTUAL BACKGROUND AND ANALYSIS

Metro closed the St. Johns Landfill as a general purpose landfill on January 13, 1991, but continued to accept construction debris, dirt, sand, etc., in order to reduce costs in achieving final landfill contours. On December 31, 1991, the contract with Browning-Ferris Industries (BFI) for operating the landfill expired. BFI has removed their equipment and personnel from the landfill and is no longer involved in its operations.

While the landfill is currently in a closure phase, Metro continues to have a responsibility to provide contour maintenance, road maintenance, erosion control, and the incidental management of cover sands in Sub-area 4. In addition, there is a need to bury construction debris coming to the landfill from the Sears building projects, as well as moving the diesel-powered pumps used for leachate and contaminated water control as the weather requires.

In order to achieve the above work, it is necessary to have a large tractor on-site. It is proposed that Metro lease, for a period of six months, a D5H Caterpillar tractor or comparable tractor, and use an existing Solid Waste Operations Division employee, an experienced tractor operator to run the equipment. It is estimated that the costs to lease the equipment and pay the operator for a six-month period is substantially less than purchasing the equipment or hiring the equipment and an operator.

TRACTOR COSTS

It is estimated that the cost of leasing a D5H Caterpillar tractor or comparable tractor for six months is as follows:

Rental @ \$4,800/month	\$28,800
Maintenance Costs	1,720
Hauling Costs	80
Travel Costs	50
TOTAL	\$30,650

To purchase the above equipment would cost approximately \$100,000.

The estimated cost of hiring the equipment and operator for six months is \$100,620.00 (1,040 hours @ \$96.75/hour). It is estimated that Metro can lease the equipment and pay its own operator for a total cost of \$48,170 for six months (1,040 hours @ \$46.32/hour). This amount includes fuel, oil, filters, etc. The operator would be paid \$13.00/hour.

BUDGET IMPACT

The FY 1991-92 budget provides \$365,000 for equipment and vehicles in the Solid Waste Operations Division. It is estimated that \$50,000 of the \$365,000 appropriation is unencumbered and is available for the tractor rental. It is estimated that the proposed tractor contract would cost \$15,325 in FY 1991-92. The proposed contract would extend into FY 1992-93 and would require a provision in the FY 1992-93 budget of approximately \$15,000.

EXECUTIVE OFFICERS RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 92-1579.



METRO

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

Memorandum

DATE: March 19, 1992

TO: Metro Council
Executive Officer
Interested Staff

FROM: Paulette Allen, Clerk of the Council *PA*

RE: COUNCIL ACTIONS OF MARCH 12, 1992 (REGULAR MEETING)

COUNCILORS PRESENT: Presiding Officer Jim Gardner, Deputy Presiding Officer Judy Wyers, Larry Bauer, Roger Buchanan, Tanya Collier, Richard Devlin, Tom DeJardin, Sandi Hansen, Ruth McFarland, Susan McLain, Ed Washington and George Van Bergen. COUNCILORS ABSENT: None.

AGENDA ITEM

ACTION TAKEN

- | | |
|---|---|
| 1. <u>INTRODUCTIONS</u> | None. |
| 2. <u>CITIZEN COMMUNICATIONS TO THE COUNCIL ON NON-AGENDA ITEMS</u> | None. |
| 3. <u>EXECUTIVE OFFICER COMMUNICATIONS</u> | Executive Officer Cusma presented the Proposed FY 1992-93 Budget. |
| 3.1 Presentation of the Proposed FY 1992-93 Budget | |
| 4. <u>CONSENT AGENDA</u> | Adopted (DeJardin/ |
| 4.1 Consideration of January 9, 1992 Minutes | |
| 4.2 Resolution No. 92-1577A, For the Purpose of Ratifying the Tentative Final Wage Settlement with LIU, Local 483, Resulting from a Classification Study of Certain Specified Classifications, Effective 8/15/91 | |
| 4.3 Resolution No. 92-1576A, For the Purpose of Authorizing Issuance of a Request for Proposals for an Analysis of Systems and Development of Written Documentation in the Form of a Comprehensive Policy and Procedure Manual for the Accounting Functions of the Metropolitan Service District and Waiving the Requirement for Council Approval of the Contract and Authorizing the Executive Officer to Execute the Contract Subject to Conditions | |

(Continued)

5. ORDINANCES, FIRST READINGS

- 5.1 Ordinance No. 92-449, For the Purpose of Adopting the Annual Budget for Fiscal Year 1992-93, Making Appropriations and Levying Ad Valorem Taxes Referred to the Finance Committee for consideration.
- 5.2 Ordinance No. 92-451, An Ordinance Amending Ordinance No. 91-390A Revising the FY 1991-92 Budget and Appropriations Schedule For the Purpose of Reducing Expenditures and Reorganizing Certain Departments Referred to the Finance Committee for consideration.

6. RESOLUTIONS

- 6.1 Resolution No. 92-1581, For the Purpose of Authorizing an Exemption to Metro Code Chapter 2.04.060 Personal Services Contracts Selection Process, and Authorizing a Sole-Source Contract with SOLV for Sponsorship of the Annual "SOLV-IT" Cleanup Event on Saturday, April 11, 1992 Adopted (Wyers/Bauer; 12-0 vote).
- 6.2 Resolution No. 92-1579, For the Purpose of Authorizing the Issuance of a Request for Bids and, Pursuant to Metro Code Chapter 2.04.033(b), Authorizing the Executive Officer to Execute a Contract for Leasing a Tractor for Use at the St. Johns Landfill Adopted (Wyers/Hansen; 12-0 vote).

7. COUNCILOR COMMUNICATIONS AND COMMITTEE REPORTS

- 1) Councilor DeJardin reported on the progress of the 1% for Art for the Sears Building Committee to-date.

FINANCE COMMITTEE REPORT

RESOLUTION NO. 92-1577A, RATIFYING THE TENTATIVE FINAL WAGE AGREEMENT WITH LIU, LOCAL 483 RESULTING FROM A CLASSIFICATION STUDY

Date: March 9, 1992

Presented By: Councilor Hansen

COMMITTEE RECOMMENDATION: At its March 5, 1992 meeting the Committee voted unanimously to recommend Council approval of Resolution No. 92-1577 as amended. Present and voting were Councilors Devlin, Hansen, Van Bergen and Wyers. Councilor Gardner was excused.

COMMITTEE DISCUSSION/ISSUES: Mike Brock, Labor Relations Analyst, presented the Staff Report. He indicated that this resolution results from an earlier agreement with the bargaining unit to undertake a limited pay and classification study for certain Zoo Department classifications. The tentative agreement following a study of various factors was reached by a three person panel (Metro, Union and Neutral representatives). The agreement provides the following wage adjustments retroactive to August 15, 1991:

1. The Gardener I classification will receive no special pay adjustment.
2. The pay range of the Typist/Receptionist classification will be increased by 4.4% effective 8/15/91. It will be increased and additional 5% effective 7/1/93.
3. The pay range of the Maintenance Electrician classification will be increased by 5.2%.
4. The pay range of the Maintenance Technician classification will be increased by 11.2%.
5. The pay range of the Maintenance Mechanic classification will be increased by 11.4%

Mr. Brock indicated the estimated fiscal impact of this agreement for FY 91-92 is an additional cost of \$14,189. He presented the Committee an amendment to the salary schedule attached as Exhibit A which corrected the salary rate for the Maintenance Mechanic classification to make it consistent with the agreement. The Committee approved the proposed amendment.

FINANCE COMMITTEE REPORT

RESOLUTION NO.92-1576A, AUTHORIZING ISSUANCE OF A RFP FOR DEVELOPMENT OF AN ACCOUNTING PROCEDURES MANUAL, WAIVING THE REQUIREMENT FOR COUNCIL APPROVAL OF THE CONTRACT AND AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE THE CONTRACT SUBJECT TO CONDITIONS

Date: March 9, 1992

Presented By: Councilor Hansen

COMMITTEE RECOMMENDATION: At its March 5, 1992 meeting the Committee voted unanimously to recommend Council approval of Resolution No. 92-1576 as amended. Present and voting were Councilors Devlin, Hansen, Van Bergen, and Wyers. Councilor Gardner was excused.

COMMITTEE DISCUSSION/ISSUES: Don Cox, Accounting Manager, presented the Staff Report. He pointed out that this project is a result of comments in the past two management letters where the District's financial auditors have recommended that accounting procedures be codified in a manual. The Council has approved funds in the FY 91-92 budget (\$55,000) for the development of a procedural manual inside the Accounting Division. Mr. Cox pointed out that the RFP contains a second phase in the Scope of Work to obtain written procedures for accounting activities which occur outside the Division. He indicated that \$55,000 has been requested in the Proposed FY 92-93 Budget to pay for the second phase of the project.

Council Staff pointed out that the proposed RFP would result in a contract which requires the appropriation of funds in two fiscal years. The contract thus becomes a "multi-year" contract which is subject to Council approval. To expedite this process Council Staff presented amendments to the resolution which, if approved, would waive the requirement for subsequent Council approval of the contract and authorize the Executive Officer to enter into the contract with the successful proposer subject to the following conditions:

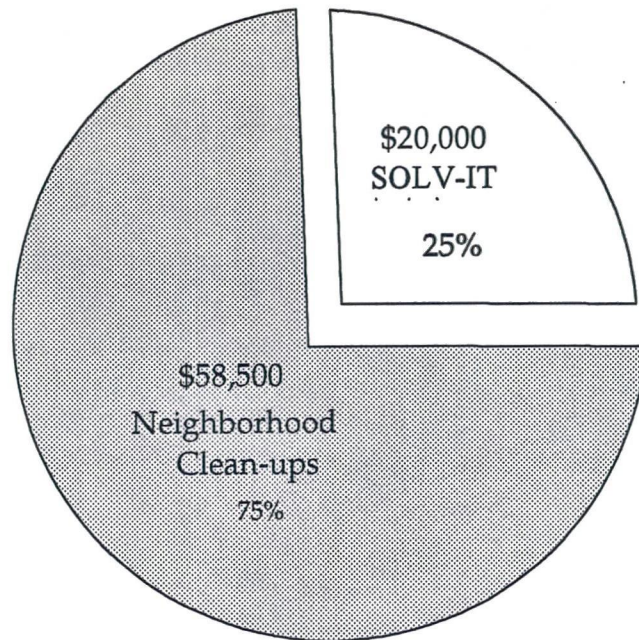
1. The amount of the contract shall not exceed \$90,000.
2. The scope of work included in the contract be substantially similar to the scope of work in the Request for Proposal.
3. The contract includes a clause stating to the effect that the additional work to document accounting procedures undertaken outside of the Accounting Division will be done subject to the approval of funds by the Council in the FY 92-93 Budget and Appropriations Schedule.

The Committee approved the proposed amendments.

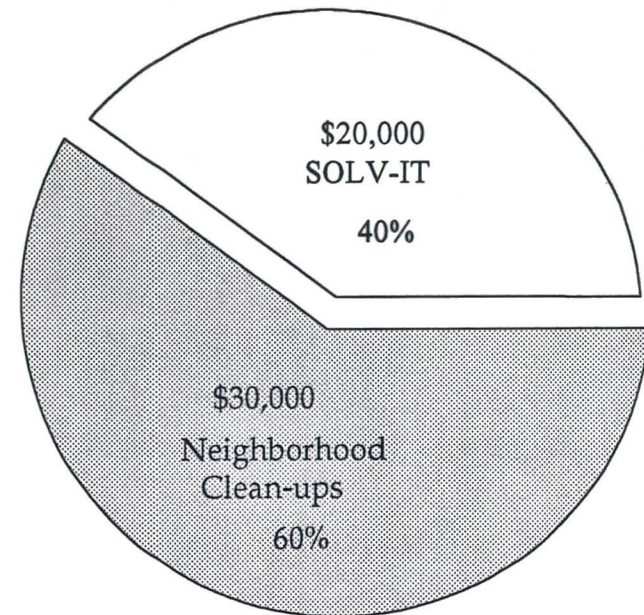
Metro Council
3/12/92
#6.1

Metro's Clean-up Funds Budgeted for Waste Reduction

1990-91



1991-92



NOTE: The Portland Curbside yard debris collection program was scheduled to be on-line in 1992, therefore, clean-up dollars were reduced to reflect the expected lower neighborhood volumes.

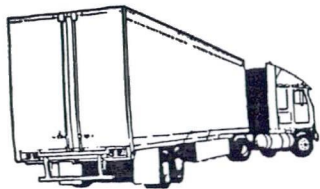
SOLV-IT CLEAN-UP EVENTS METRO AREA

1989

2,000 Cubic Yards of Yard Debris



76,400 Pounds of Garbage =
1.4 Jack Gray Trucks

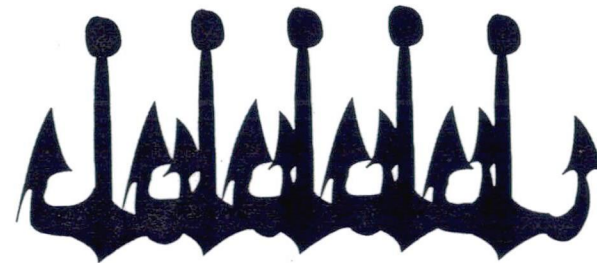


1990

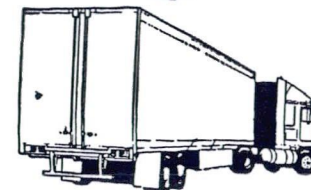
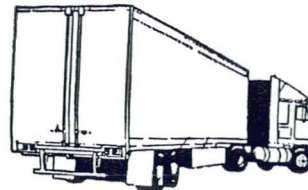
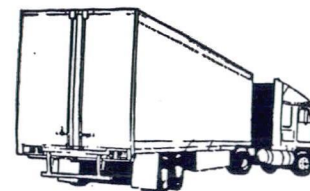
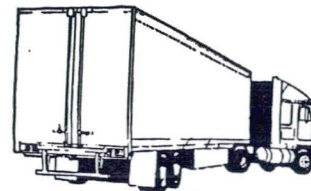
2,500 Cubic Yards of Yard Debris

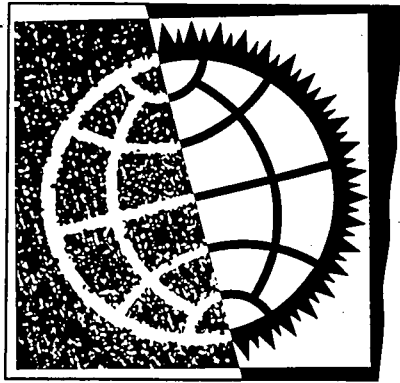


49,500 Pounds of Scrap Metal =
5 5-Ton Anchors



248,000 Pounds of Garbage =
4.4 Jack Gray Trucks





Council
3/12/92
6.1

SOLV IT.

CLEAN UP YOUR NEIGHBORHOOD
AND HELP CLEAN UP THE WORLD

FOR MORE INFORMATION:

Sara Hanson (503) 226-5016
KINK FM 102

FACT SHEET

Event: A three-tiered one-day event focusing on keeping our region clean. SOLV IT 1992 includes community-wide clean-ups of all 90 Portland neighborhoods, illegal dump sites, and a five-mile family walk. Citizens may participate in any of these three activities.

SOLV IT was created by KINK FM 102 in 1990 and is produced annually by KINK and Stop Oregon Litter and Vandalism (SOLV) as a benefit. SOLV, a non-profit organization founded in 1969 by Gov. Tom McCall and other business and community leaders, is dedicated to preserving and protecting Oregon's environment.

Date: Saturday, April 11, 9 A.M.

Volunteers: Call Metro at 224-5555 for further information.

Volunteers will be mailed a detailed brochure outlining the event. The brochure contains specific information regarding how to get involved in neighborhood clean-ups, volunteering for illegal dump site cleanings, and information and registration for the five-mile walk.

Major

Sponsors: KINK FM 102, Safeway, Metro, and Associated General Contractors.

Media Contact: Jack McGowan
SOLV Executive Director
(503) 647-9855



Council
3/12/92
6-1

SOLV IT.

CLEAN UP YOUR NEIGHBORHOOD
AND HELP CLEAN UP THE WORLD

SOLV IT 1992 - PUBLICITY OVERVIEW

- March 13: Brochure and Poster distribution begins
- March 15: Leaflet Shamrock Run for potential Walk participants
- March 16: Street banners up on Broadway & Front (through April 12);
Press Release re: Event Overview distributed to print & tv media;
Informational notebooks to sponsors for phone inquiries;
In-store registration for Walk begins
Live announcements on KINK re: Walk registration beginning
Metro's paid schedule begins on KINK (through April 10)
- March 23: Walk press release and fact sheet to sports media
Finalize sponsor activities on-site at Walk
- March 29: Leaflet Tom McCall Run (9:15am) for potential Walk participants
- March 30: KINK's on-air promotion begins (live and produced)
Safeway's circular ads, in-store displays
- April 2: Second Event press release distributed
Oregonian coverage: news/editorial/J. Nicholas column
- April 6: Media calls/newspaper & television coverage
On-air interviews with Jack McGowan, Pat Merkle/KINK
"Subject:Earth" topic on KINK
Television coverage (KATU, KOIN, KGW, KPTV)
- April 11, 9:00AM **SOLV IT**
(Corporate/Sponsor volunteer teams at illegal dump site
Clean ups and/or Walk
- April 13: Clean-up Results press release distributed

SOLV IT WAS CREATED BY KINK FM 102 IN 1990 AND IS PRODUCED ANNUALLY BY KINK AND STOP OREGON LITTER AND VANDALISM.

P.O. BOX 1235, HILLSBORO, OR 97123, (503) 647-9855

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