

TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON

INTER-GOVERNMENTAL AGREEMENT

THIS CONTRACT, made and entered into as of the day of March, 1981, by and between Tri-County Metropolitan Transportation District of Oregon (hereinafter referred to as "Tri-Met"), and the City of Portland, Oregon (hereinafter referred to as "City").

W I T N E S S E T H:

WHEREAS, it would be in the public interest for local and state government to cooperate and work together in addressing public transportation issues affecting the State of Oregon; and

WHEREAS, Tri-Met and City have agreed to retain the services of Mr. Robert B. Duncan (hereinafter "Contractor") for the purpose of representing state and various local governments in Washington, D.C. on transportation issues; and

WHEREAS, City is able and prepared to contribute the funds hereinafter required, under those terms and conditions set forth; now, therefore,

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

1. Term.

The term of this Agreement shall be from March 6, 1981, to and including November 30, 1981, unless sooner terminated under the provisions hereof.

2. Services.

A. Tri-Met shall be the fiscal agent for governmental entities participating in the cooperative endeavor with Contractor and shall receive and account for all contributions and expenditures necessary to carry out the agreement between Tri-Met and Contractor. Tri-Met shall not charge any administrative, indirect, or overhead cost for services provided under this Contract.

B. Consultation with and requests for information from Contractor may be made directly by City and such requests shall be honored within the budget constraints of Contractor's contract with Tri-Met. The parties agree, however, that Contractor's primary contact person in performing the scope of services as set forth in Contractor's contract with Tri-Met shall be Mr. Richard E. Feeny, Tri-Met's Executive Director of Public Affairs and Marketing. All instructions and directions to Contractor for appearances and testimony at public hearings and for meetings with government officials at which representations or position statements are made on behalf of Portland area

governments shall come from Tri-Met through Mr. Feeney. Such instructions and directions shall be jointly agreed upon by the governmental agencies represented. Mr. Feeney shall be responsible for securing such agreements through meetings, phone calls and personal discussions with the officials designated for this purpose by each of the governmental agencies represented.

If City desires to give Contractor any instructions or directions for public testimony, such requests shall be submitted to the Contractor through Mr. Feeney.

3. Compensation.

City agrees to contribute 20% not to exceed \$20,000.00, toward Contractor's fee. City shall pay Tri-Met \$7,500.00 upon execution of this Contract. Tri-Met shall bill City on a monthly basis for their remaining share of Contractor's fee. In the event any public body other than City, Tri-Met, Metro, Clackamas, Multnomah and Washington Counties, and the State wishes to join in using Contractor's services under Tri-Met's agreement with Contractor, then City's percentage of Contractor's fee shall be adjusted downward by mutual agreement of Tri-Met and City.

4. Early Termination.

This Agreement may be terminated prior to the expiration of the agreed-upon term by mutual written consent of the parties or by either party, effective upon delivery of written notice by mail or in person. In the event of termination, City shall pay only its share of that portion of Contractor's fee incurred prior to termination.

5. Adherence to Law.

A. Tri-Met shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.

B. Tri-Met shall adhere to all applicable federal, state, and local laws, regulations and policies relating to equal employment opportunity, nondiscrimination in services and affirmative action, including all regulations implementing Executive Order No. 11246 of the President of the United States, Section 402 of the Vietnam Readjustment Assistance Act of 1974, Section 503 of the Rehabilitation Act of 1973, and all applicable terms and conditions prescribed for third party contracts by the U.S. Department of Transportation. Tri-Met shall maintain copies of said laws and regulations on file with its duly-appointed Officer.

6. Modification.

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

7. Integration.

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly-appointed officers the date first written above.

CITY OF PORTLAND, OREGON

TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON

By _____

By _____

ORDINANCE NO. 151370

An Ordinance authorizing an Intergovernmental Agreement with Tri-Met for retaining Robert B. Duncan to represent the City in Washington, D.C. on transportation issues; transferring appropriations in the amount of \$20,000 within the general fund from General Operating Contingency to the Office of the Mayor; authorizing the drawing and delivering of warrants; and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. It will be in the City's interest for the City to have representation in Washington, D.C. on transportation issues and to cooperate with local and state governments in obtaining the representation.
2. Robert B. Duncan has unique expertise in providing transportation representation and is willing to represent local and state governments.
3. It is appropriate that Tri-Met coordinate the representation of local and state governments by Duncan.

NOW, THEREFORE, the Council directs:

- a. The Mayor and Auditor are authorized to enter into an Intergovernmental Agreement between the City and Tri-Met substantially in the form attached hereto as Exhibit "A."
- b. For the purpose of making payments under the Agreement, appropriation is transferred as follows:

General Fund

General Operating Contingency	(\$20,000)
Office of the Mayor AU #195	
BUC #19500012	
.210	20,000

- c. The Mayor and Auditor are authorized to draw and deliver warrants as required to carry out the terms of the Agreement.

ORDINANCE No.

Section 2. The Council declares that an emergency exists because it is necessary that the City have representation in Washington, D.C. immediately; therefore, this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council, **APR 8 1981**

Mayor Ivancie
CThomas:mc
April 3, 1981

Mayor of the City of Portland

Attest:



Auditor of the City of Portland

Calendar No. 1094

ORDINANCE No. 151370

Title

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THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Jordan	1	
Lindberg	1	
Schwab	1	
Ivancie	1	

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

INTRODUCED BY
Mayor Ivancie

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration <i>EST leg</i>
Safety
Utilities
Works

BUREAU APPROVAL	
Bureau:	
Prepared By: Christopher P. Thomas	Date: 4/3/81
Budget Impact Review:	
<input type="checkbox"/> Completed <input type="checkbox"/> Not required	
Bureau Head:	

NOTED BY
City Attorney <i>MA</i>
City Auditor
City Engineer

Filed APR 3 1991

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

BY *George Yerkovich*
Deputy