

BEFORE THE METRO CONTRACT REVIEW BOARD

AUTHORIZING EXECUTION OF A
CONTRACT FOR LITTER COLLECTION
AT METRO CENTRAL STATION

) Resolution no. 05-3608
)
) Introduced by Chief Operating Officer
) Michael J. Jordan, with the concurrence of
) Council President David Bragdon
)
)

WHEREAS, Metro operates a waste collection and transfer system including two waste collection and transfer facilities, a hazardous waste collection program, a series of roundup collections around the region; and

WHEREAS, operation of those programs require a variety of contractual services; and

WHEREAS, one of those services is litter control and pickup at the Metro Central Station; and

WHEREAS, pursuant to Metro Code Section 2.04.026(a), Council approval is required for any contract which commits Metro to the expenditure of appropriations not otherwise provided for in the current fiscal year budget at the time the contract is executed and which has a significant impact on Metro; and

WHEREAS, the litter collection contract is for two years, the second year which is not appropriated; and

WHEREAS, the Council has designated this contract as "significant impact" in the FY05-06 budget; and

WHEREAS, this resolution was submitted to the Chief Operating Officer for consideration and was forwarded to the Council for approval; now therefore

BE IT RESOLVED


- 1. That the Metro Council authorizes the Chief Operating Officer to execute the litter collection at Metro Central Station contract in a form substantially similar to that attached as Exhibit A.

ADOPTED by the Metro Council this 18th day of August, 2005.



David Bragdon, Council President

Approved as to Form:



Daniel B. Cooper, Metro Attorney



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**Resolution No. 05-3608
Exhibit A**

**INTERGOVERNMENTAL AGREEMENT
Number 0506008 (Non-190 Agreement)**

This is an Agreement between METRO, Solid Waste and Recycling Department (METRO) and Multnomah County Department of Community Justice (COUNTY).

PURPOSE:

The purpose of this Agreement is to provide twice weekly litter pick-up services performed by youth involved in the COUNTY's Pay Back Program. Pay Back is a restitution program for youth who are referred through the Juvenile Justice Adjudication, Probation or Diversion Units.

The parties agree as follows:

1. **TERM.** The term of this Agreement shall be from July 1, 2005 to June 30, 2007.
2. **RESPONSIBILITIES OF METRO.** METRO shall perform the services as described below.
 - a) Provide instruction, as needed, to COUNTY supervisors.
 - b) Inspect sites after completion of work.
 - c) Provide gloves and road safety vests for each youth crew member.
 - d) Provide two portable road signs that are placed on the shoulders of the road to alert traffic of the presence of work crews.
 - e) Provide trash collection bags.
 - f) Accept bagged refuse at METRO Central Transfer Station disposal site at no charge to COUNTY.
3. **RESPONSIBILITIES OF COUNTY.** COUNTY shall perform the services as described below.
 - a) Appoint and provide a Department staff Crew Leader for the youth crew.
 - b) Screen youth for appropriate crew composition.
 - c) Provide transportation to and from designated work site to youth crews.
 - d) Provide twice weekly litter pick-up services on road sides along the following established routes:
 - i Northwest Front Avenue from Northwest Kitridge to Gills Lake Pump Station (1/2 mile North of Northwest Sixty-First Street);
 - ii Northwest Front Avenue and Sixty-First Street to Highway 30;
 - iii Highway 30 to St. John's Bridge on and off ramp;
 - iv Highway 30 to Northwest Kitridge;
 - v Northwest Kitridge to Northwest Front Avenue
 - e) Deliver bagged litter to METRO Central Transfer Station disposal site.
 - f) Provide, minimally, an average of sixty-five (65) youth to work up to an average of 390 work hours per month.

4. **COMPENSATION.** METRO agrees to pay COUNTY an annual amount of up to **\$35,200.00** or **\$2,933.33** per month for the performance of those services described herein.
5. **BILLING AND PAYMENT PROCEDURES.** COUNTY and METRO shall follow the billing procedures and payment process described below.
 - a) COUNTY agrees to invoice METRO at the end of each quarter throughout the term of this Agreement. The first quarter will begin July 1, 2005 and the last quarter will end June 30, 2007. The amount billed to METRO each quarter will be **\$8,800.00**.
 - b) COUNTY will mail quarterly invoices to the following address:

METRO
Solid Waste and Recycling Department
600 NE Grand Avenue
Portland, Oregon 97232
 - c) METRO shall remit payment to COUNTY within 30 days receipt of the invoice. Checks shall be made payable to **Multnomah County** and mailed to:

Department of Community Justice
Business Services, Accounts Receivable
501 SE Hawthorne Boulevard
Suite 250
Portland, Oregon 97214

(**Note:** If the remittance address should change during the course of this Agreement, COUNTY will immediately notify METRO in writing of any changes.)
6. **REPORTS.** COUNTY shall provide METRO with a report that indicates the total number of days and hours worked along with the total weight of debris picked-up during the invoiced quarter. The report will be included with the quarterly invoice.
7. **CONTRACT ADMINISTRATION.**
 - a) METRO designates Ray Barker, Manager Assistant, to represent METRO in all matters pertaining to the administration of this Agreement. METRO agrees to notify COUNTY if there is any change in the designated contact person.
 - b) COUNTY designates Thanh Dang, Program Manager, to represent COUNTY in all matters pertaining to the administration of this Agreement. COUNTY agrees to notify METRO if there is any change in the designated contract person.
8. **CONFIDENTIALITY.** METRO agrees to keep all COUNTY information confidential in accordance with all state and federal statutes and rules governing confidentiality.
9. **TERMINATION.** This agreement may be terminated by either party upon thirty (30) days written notice.
10. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, COUNTY shall indemnify, defend and hold harmless METRO from and against all liability, loss and costs arising out of or resulting from the acts of COUNTY, its officers, employees and agents in the performance of this agreement.

Subject to the conditions and limitations of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300 METRO shall indemnify, defend and hold harmless COUNTY from and against all liability, loss and costs arising out of or resulting from the acts of METRO, its officers, employees and agents in the performance of this agreement.

11. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
12. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
13. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
14. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
15. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this Agreement without the written consent of the other party.
16. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

MULTNOMAH COUNTY, OREGON

METRO

By: Joanne Fuller

*Kathleen Ties
for Joanne Fuller*

By: _____

Title: Director / Community Justice

Title: _____

Date: 6/3/05

Date: _____

Reviewed:
AGNES SOWELL, COUNTY ATTORNEY
FOR MULTNOMAN COUNTY

METRO Counsel

Jacquie Weber

Assistant County Attorney

Date

Date

STAFF REPORT

AUTHORIZING EXECUTION CONTRACT 926687 FOR LITTER COLLECTION AT METRO CENTRAL STATION

Date: August 2, 2005 Prepared by: David Biedermann

BACKGROUND

The Metro Code specifies the Chief Operating Officer, Metro Attorney, or Auditor must obtain authorization by the Council prior to execution of the any contract that commits Metro to the expenditure of appropriations not otherwise provided for in the current fiscal year budget at the time the contract is executed and (emphasis added) which meets the test of "significant impact". "Significant impact is

- Any public contract for a term greater than 12 months for private operation of all or of a major part of a Metro facility or concessions at a Metro facility.
- Any public improvement contract for an amount over \$50,000.
- Any public contract that will potentially result in a material (more than 5 percent of the related fund) loss of revenues or increase in expenditures in more than one year in any Metro fund.
- Any contract for personal services for a term greater than 12 months and in an amount greater than \$50,000.
- Any contract for personal services for an amount greater than \$50,000 related to Metro's exercise of its regional planning functions pursuant to Section 5 of the Metro Charter.
- Any contract for personal services for an amount over \$50,000 related to the study by Metro of exercising authority, pursuant to Section 7 of the Metro Charter, over additional functions.

Additionally, the Council can designate in the Council budget ordinance any contract as "significant impact". For mandatory Council review, it must also meet the test of "...expenditure of appropriations not otherwise provided for in the current fiscal year budget at the time the contract is executed..."

Councilor McLain designated the **Litter Collection for Metro Central Station Area** as significant impact, and it is in the FY05-06 budget as such, and since the second year of the contract is not funded in the current budget, it meets the test for Council review.

The Litter Collection for MCS Area, \$64,000 is a two-year intergovernmental agreement with Multnomah County for litter collection in the Metro Central Station area that succeeds the expiring 2-year agreement (also with Multnomah County). Our records show prior agreements for FY97-99, FY99-01, FY01-03, and FY03-05. As a two-year agreement, this contract requires Council approval.

ANALYSIS/INFORMATION

1. **Known Opposition** None.

2. **Legal Antecedents** The Metro Code specifies the Chief Operating Officer, Metro Attorney, or Auditor must obtain authorization by the Council prior to execution of the any contract that commits Metro to the expenditure of appropriations not otherwise provided for in the current fiscal year budget at the time the contract is executed and (emphasis added) which meets the test of “significant impact”.

3. **Anticipated Effects:** Execution of the contract for these services

4. **Budget Impacts:** This contract is budgeted in FY05-06, and will be in the proposed budget in FY06-07.

RECOMMENDED ACTION: The Chief Operating Officer recommends approval of Resolution 05-3608.