

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING AN) RESOLUTION NO. 90-1320
INTERGOVERNMENTAL AGREEMENT WITH)
CLACKAMAS COUNTY TO PROVIDE LITTER) Introduced by Rena Cusma,
COLLECTION SERVICES) Executive Officer

WHEREAS, The Metropolitan Service District entered into an intergovernmental agreement in November 1987 with the Clackamas County Department of Transportation and Development to provide litter collection services in the area of the Metro South Transfer Station; and

WHEREAS, The intergovernmental agreement for litter collection services expired on October 31, 1989; and

WHEREAS, There is a need to continue litter collection in the area of the Metro South Transfer Station; and

WHEREAS, An intergovernmental agreement has been negotiated between Metro and Clackamas County; and

WHEREAS, The Executive Officer has reviewed the intergovernmental agreement with Clackamas County to provide litter collection services and hereby forwards the Agreement to the Council for approval; now, therefore

BE IT RESOLVED,

That the Council of the Metropolitan Service District authorizes the Executive Officer to enter into an intergovernmental agreement with the Clackamas County Department of Transportation and Development (Exhibit A) to provide litter collection services.

ADOPTED by the Council of the Metropolitan Service District this 27th day of September, 1990.

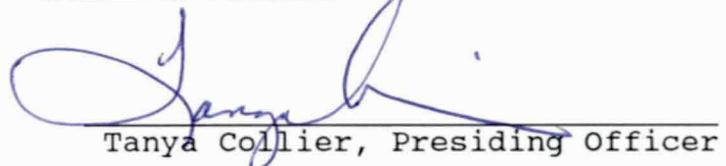

Tanya Collier, Presiding Officer

Exhibit A
LITTER COLLECTION SERVICES CONTRACT

Metro Contract No. 901448

This CONTRACT is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, whose address is 2000 SW First Avenue, Portland, Oregon 97201-5398, hereinafter referred to as "METRO", and the CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, whose address is 902 Abernethy Road, Oregon City, Oregon 97045, hereinafter referred to as "COUNTY", for the period commencing October 1, 1990, through and including September 30, 1992.

WHEREAS, METRO has a need for services and the COUNTY can provide the services;

IT IS MUTUALLY AGREED AS FOLLOWS:

THE COUNTY AGREES:

1. To provide the services as outlined under the Scope of Work attached hereto as Attachment "A"; and
2. To provide all the labor, equipment and materials necessary to perform the services in a competent manner; and
3. To assume full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this CONTRACT, and to 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 the performance of this CONTRACT.

METRO AGREES:

1. To compensate the COUNTY for services performed and materials supplied, as set forth in Attachment "A" up to a maximum of \$56,000.00; and
2. To make such compensation payments on a monthly basis within thirty (30) days of receipt of the COUNTY's invoice; and
3. To provide full information regarding its requirements for services to be provided and to notify the COUNTY of any changes in the overall Scope of Work.

BOTH PARTIES AGREE:

1. That this CONTRACT may be terminated by either party upon at least thirty (30) days written notice to the other; and

2. That in the event of termination, METRO shall pay the COUNTY for services performed prior to the date of termination; and
3. That changes in the overall Scope of Work will be mutually agreed upon by both parties before implementation; and
4. That this CONTRACT may be amended only by the written consent of both parties.

WHEREFORE this CONTRACT has been executed as of the date first above written.

CLACKAMAS COUNTY DEPARTMENT OF
TRANSPORTATION AND DEVELOPMENT,
BY AND THROUGH THE BOARD OF
COUNTY COMMISSIONERS

METROPOLITAN SERVICE DISTRICT

Chair

BY: _____

Commissioner

Title

Commissioner

Date

Date

APPROVED:

Executive Director,
Department of Transportation and
Development

APPROVED AS TO FORM:

County Counsel

Metro General Counsel

SOLID WASTE COMMITTEE REPORT

RESOLUTION NO. 90-1320, FOR THE PURPOSE OF AUTHORIZING
AN INTERGOVERNMENTAL AGREEMENT WITH CLACKAMAS COUNTY TO
PROVIDE LITTER COLLECTION SERVICES

Date: September 20, 1990

Presented by: Councilor Saucy

COMMITTEE RECOMMENDATION: At the September 18, 1990 Solid Waste Committee meeting, all councilors present (Buchanan, Collier, Saucy and Wyers, with Councilor DeJardin excused) voted unanimously to recommend Council adopt Resolution No. 90-1320.

COMMITTEE ISSUES/DISCUSSION: Sam Chandler, Solid Waste Facilities Manager, explained that the resolution would approve a litter collection contract with Clackamas County. He said this has been an ongoing service which has been performed capably. The proposed agreement incorporates some changes from the previous agreement, which had expired in October, 1989. The changes include a two year term to ensure continuity, changes in the level of reimbursement, and payment for vehicle rental and insurance.

Committee questions centered on the reasons why the prior agreement expired without a timely renewal. Mr. Chandler explained that the agreement had not been renewed promptly due to a transition in personnel and lack of a tickler system. Although systems are now in place to prevent a recurrence, there are several other expired contracts which will be coming before the committee for renewal.

In response to questions, Mr. Martin explained that the service continued although the contract lapsed, and that the County was paid from funds budgeted for this purpose. He noted that the department has closed out thirty five contracts which appeared to have fulfilled their purpose, and now has seventy three contracts to administer, with monitoring assigned to a single staff member.

Councilors Collier and Wyers expressed their concerns with the situation, and requested that all expired contracts be presented promptly. They also asked that payments be tied to contracts. Mr. Martin indicated this is the approach now followed.

JW:KF:pa

A:90-1320.RPT

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 90-1320 FOR THE
PURPOSE OF AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
WITH CLACKAMAS COUNTY TO PROVIDE LITTER COLLECTION
SERVICES

Date: August 24, 1990

Presented by: Sam Chandler

PROPOSED ACTION

Adopt Resolution No. 90-1320 approving an intergovernmental agreement with the Clackamas County Department of Transportation and Development to provide litter collection services in the area of the Metro South Transfer Station.

FACTUAL BACKGROUND AND ANALYSIS

The Metropolitan Service District entered into an intergovernmental agreement in November 1987 with the Clackamas County Department of Transportation and Development to collect litter from roadsides in the area of the Metro South Transfer Station. The agreement was for a two-year period and expired on October 31, 1989.

A new intergovernmental agreement has been negotiated with Clackamas County to collect litter from roadsides along: 3.5 miles of I-205 from the Oregon City exit north to the Clackamas exit; 1 mile of Washington Street from the Abernethy Road intersection north to the Agnes Street intersection on the north side of I-205; Clackamas River Drive from its intersection with Washington Street north to a point one-half mile distant; and the Oregon City bypass for a distance of 1 mile in both directions from the intersection of Washington Street and the Oregon City bypass.

The proposed scope of work is the same as in the previous agreement with Clackamas County. Under the agreement, the County collects litter approximately once every seven days, with two crews of four-to-six workers per crew.

Labor costs will increase on October 1, 1990 from \$3.50 per man-hour to \$4.25 for the collection crews; supervisory costs will increase from \$9.55 per hour to \$10.00. Effective January 1, 1991, the labor costs will increase from \$4.25 per man-hour to \$4.75; supervisory costs will remain the same.

Currently, the litter collection contract is included in the fiscal year 1990-91 budget as a single-year contract, and is designated as a "B" contract. Clackamas County and the Solid Waste Department recommend that the proposed new contract be for a 21-month period, October 1, 1990 through June 30, 1992. A multi-year contract requires Council approval.

The total amount to be paid to the County shall not exceed \$56,000 during the term of the contract.

BUDGET IMPACT

\$25,000 is budgeted for this contract for fiscal year 1990-91. It is estimated that litter collection costs will not exceed that amount.

EXECUTIVE OFFICER RECOMMENDATION

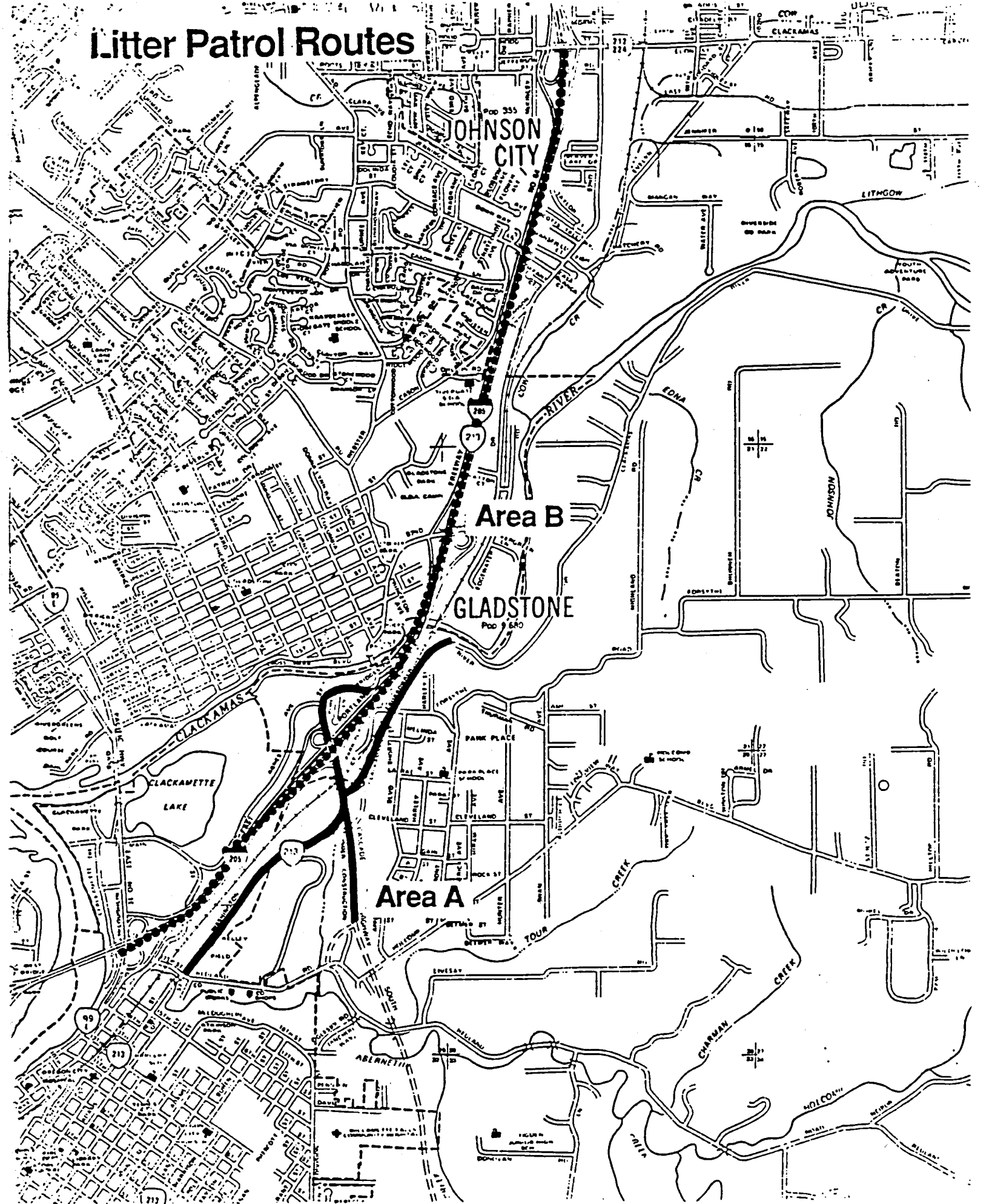
The Executive Officer recommends approval of Resolution No. 90-1320.

Attachment A

SCOPE OF WORK

1. COUNTY shall collect litter from roadsides along: 3.5 miles of I-205 from the Oregon City exit north to the Clackamas exit; 1 mile of Washington Street from the Abernethy Road intersection north to the Agnes Street intersection on the north side of I-205; and Clackamas River Drive from its intersection with Washington Street north to a point one-half mile distant. Both sides of Oregon City Bypass for a distance of 1 mile from the intersection of Washington Street and Oregon City Bypass. See attached description/map.
2. COUNTY shall collect litter approximately once every seven (7) days on a date agreed to by both parties in advance. Saturdays shall be the preferred day of the week.
3. COUNTY shall fill litter bags and place them along the roadside. Collection and disposal of the filled bags will be provided by METRO. METRO will reimburse the COUNTY for the cost of litter bags utilized for this CONTRACT.
4. Workers shall be courteous to the public, not obstruct traffic, and shall in all ways conduct themselves in a manner properly representative of METRO and COUNTY.
5. COUNTY shall supply all labor and supervision. Approximately four-to-six workers shall be provided per crew. Two crews should be used when possible.
6. COUNTY shall be paid \$4.25 per man-hour (\$4.75 per man-hour beginning January 1, 1991) for litter collection services, and \$10.00 per hour for two supervisors when the collection crews are working. COUNTY's monthly invoice shall specify individual employee hours worked and areas cleaned.
7. Beginning July 1, 1991, COUNTY shall be reimbursed for work crew vehicle rental and liability insurance costs not to exceed \$2,800 for term of Contract.
8. All visible, unconcealed litter objects greater than approximately one square inch in size shall be collected. Bulky items may be separately set along the roadside. Items of excess unmanageable weight shall not be handled. Supervisors shall see that the workers perform according to the stipulations and use extreme caution at all times.
9. COUNTY will provide special cleanup crews, when available, for major cleanup efforts on public lands required after storms, high winds or other such occurrences.
10. The entire collection area (Areas A and B attached) shall be picked up at least once every two weeks.

Litter Patrol Routes





GRANT/CONTRACT SUMMARY

METRO METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 900455 901448

BUDGET CODE NO. 531-312430-528100-75000

FUND: Operations DEPARTMENT: Solid Waste

(IF MORE THAN ONE) _____

SOURCE CODE (IF REVENUE) _____

INSTRUCTIONS

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

1. PURPOSE OF GRANT/CONTRACT Provide litter collection services in the area of Metro South Transfer Station

2. TYPE OF EXPENSE

<input type="checkbox"/> PERSONAL SERVICES	<input type="checkbox"/> LABOR AND MATERIALS	<input type="checkbox"/> PROCUREMENT
<input type="checkbox"/> PASS THROUGH AGREEMENT	<input checked="" type="checkbox"/> INTER-GOVERNMENTAL AGREEMENT	<input type="checkbox"/> CONSTRUCTION
		<input type="checkbox"/> OTHER

OR

TYPE OF REVENUE GRANT CONTRACT OTHER

3. TYPE OF ACTION

<input type="checkbox"/> CHANGE IN COST	<input type="checkbox"/> CHANGE IN WORK SCOPE
<input type="checkbox"/> CHANGE IN TIMING	<input checked="" type="checkbox"/> NEW CONTRACT

4. PARTIES Metropolitan Service District and Clackamas County Department of Transportation

5. EFFECTIVE DATE October 1, 1990 TERMINATION DATE June 30, 1992
 (THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT:

ORIGINAL <u>NEW</u>	RECEIVED IN F/A CONTRACTS DIV.	\$ <u>56,000</u>
PREV. AMEND		_____
THIS AMEND		_____
TOTAL	DEPT. HEAD CONTRACT ADM. SECRETARY	\$ <u>56,000</u>

SEP-51990

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1990 & 91 \$ 25,000

B. BUDGET LINE ITEM NAME Payment to other agencies AMOUNT APPROPRIATED FOR CONTRACT \$ 25,000

C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF August 24, 1990 \$ 327,500

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

SUBMITTED BY _____	\$ _____	<input type="checkbox"/> MBE
	AMOUNT	
SUBMITTED BY _____	\$ _____	<input type="checkbox"/> MBE
	AMOUNT	
SUBMITTED BY _____	\$ _____	<input type="checkbox"/> MBE
	AMOUNT	

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 _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> 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: Previous Contract period: November 1, 1987 - October 31, 1989
 (No. 87-1482)

GRANT/CONTRACT APPROVAL

<p>INTERNAL REVIEW 8/27/90 <i>[Signature]</i> DEPARTMENT HEAD</p> <p>FISCAL REVIEW 9/5/90 <i>[Signature]</i> BUDGET REVIEW 9/5/90</p>	<p>CONTRACT REVIEW BOARD (IF REQUIRED) DATE _____</p> <p>1. _____ COUNCILOR</p> <p>2. _____ COUNCILOR</p> <p>3. _____ COUNCILOR</p>	<p>COUNCIL REVIEW (IF REQUIRED)</p> <p>DATE _____</p>
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- LEGAL COUNSEL REVIEW AS NEEDED:
- A. DEVIATION TO CONTRACT FORM _____
- B. CONTRACTS OVER \$10,000 *[Signature]* _____
- C. CONTRACTS BETWEEN GOVERNMENT AGENCIES _____