

**BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT**

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 92-1606
AN INTERGOVERNMENTAL)
AGREEMENT WITH CLACKAMAS) Introduced by Rena Cusma,
COUNTY TO PROVIDE LITTER) Executive Officer
COLLECTION SERVICES)

WHEREAS, The Metropolitan Service District entered into an intergovernmental agreement on September 27, 1990 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 expires on June 30, 1992; and


WHEREAS, a new 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, pursuant to Metro Code Section 2.04.033(a)(1), 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 14th day of May, 1992.



Jim Gardner, Presiding Officer

Exhibit A
INTERGOVERNMENTAL AGREEMENT

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 July 1, 1992, through and including June 30, 1994.

WHEREAS, Metro has a need for services and the County can provide these 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 the performance of the work under 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 the performance of the work under this Contract, to the extent permitted by the Oregon Tort Claims Act and Article XI Section 10 of the Oregon Constitution.

METRO AGREES:

1. To compensate the County for services performed and materials supplied as set forth in Attachment A to a maximum of \$59,600.00; 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.

THEREFORE, 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

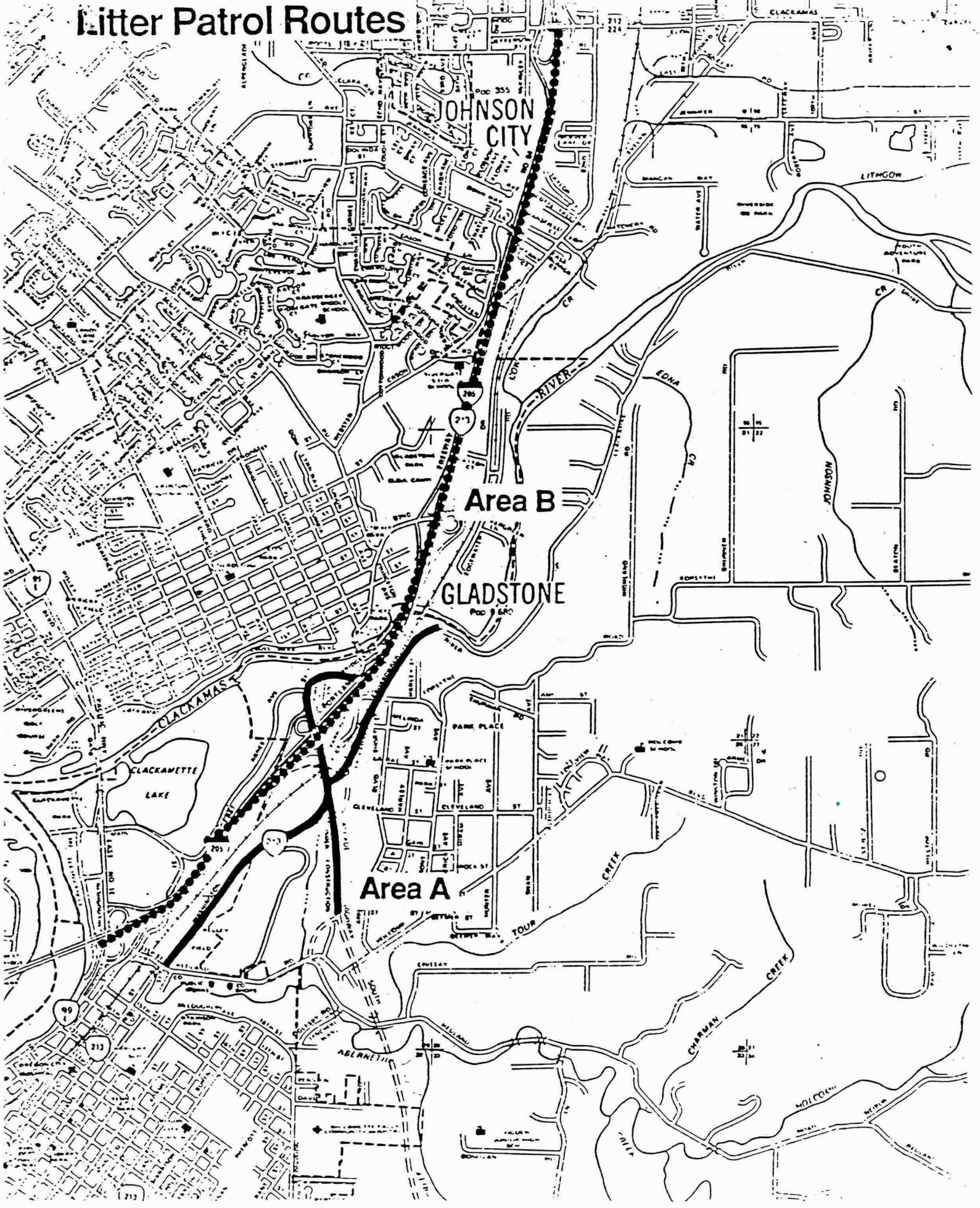
Metro General Counsel

RB:gbc
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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 Agnes Street intersection on the north side of I-205; and .5 mile of 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. Filled bag collection 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 the 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 \$4.75 per man-hour for litter collection services, and \$11.00 per hour for each of two supervisors when the collection crews are working. Beginning July 1, 1993, the hourly rate for crew supervisors shall increase to \$12.00 per hour for each of two supervisors.
7. Beginning July 1, 1992, and for the term of this agreement, County shall be paid for 1.5 hours per week at \$40.00 per hour for program administration, not to exceed \$3,120.00 per year.
8. County shall be reimbursed for work crew vehicle rental costs at \$50.00 per work day not to exceed \$2,600.00 per year.
9. County shall be reimbursed for annual liability insurance costs for work crews not to exceed the premium cost of the policy.
10. County shall be reimbursed for the purchase of new highway work identification signs as required by the State Highway Division for the performance of the terms of this Contract not to exceed their purchase price.
11. 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.
12. County will provide special cleanup crews, when available, for major cleanup efforts on public lands required after storms, high winds or other such occurrences.
13. The entire collection area (Areas A and B attached) shall be picked up at least once every two weeks.

Litter Patrol Routes



SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 92-1606, FOR THE PURPOSE OF AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH CLACKAMAS COUNTY TO PROVIDE LITTER COLLECTION SERVICES

Date: May 6, 1992

Presented by:

Committee Recommendation: At the May 5 meeting, the Committee voted 4-0 to recommend Council adoption of Resolution No. 92-1606. Voting in favor: Councilors Buchanan, Hansen, Van Bergen and Wyers.

Committee Issues/Discussion: Sam Chandler, Facilities Manager, explained that the purpose of the resolution was the adoption of an intergovernmental agreement with Clackamas County to continue the litter collection services provided by the county in specified areas near the Metro South Station. Chandler noted that the agreement is for a two-year period and that the total maximum cost of \$59,600. The total amount of the existing agreement is \$56,000. Under the agreement, the county will agree to pick up litter along the specified roadways about once every seven days. The area to be served will not change under the new agreement.

Councilor Van Bergen asked if Metro was positively identified with the litter collection effort. Chandler indicated that it was not. Van Bergen asked if Metro's name or logo could be placed on the collection bags. Chandler indicated that he thought it was a good idea and that he would work with the County to obtain some recognition for Metro. He noted that Metro's willingness to fund the litter collection program has helped improve Metro's working relationship with Oregon City in dealing with issues associated with the operation of Metro South.

Van Bergen asked if it was possible to identify whether the litter that is collected is material that is destined for the transfer station. Chandler noted that such a determination would be difficult, but that he check to see if such an analysis could be made.

Councilor Wyers asked if there has been a decline in the amount of litter as a result of Metro's covered load policy. Chandler indicated that the quantity of material had remained about the same, though there are fewer large items and more tires in the mix of material. Wyers asked if there is a continuing need for the litter patrols and Chandler responded that there definitely is such a need.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 92-1606 FOR THE PURPOSE OF AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH CLACKAMAS COUNTY TO PROVIDE LITTER COLLECTION SERVICES

Date: April 13, 1991

Presented By: Sam Chandler
Ray Barker

PROPOSED ACTION

Adopt Resolution No. 92-1606 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. This Resolution is before Council because the proposed Intergovernmental Agreement is for a two-year period, and requires Council approval per Metro Code Section 2.04.033(a)(1).

FACTUAL BACKGROUND AND ANALYSIS

The Metropolitan Service District ("Metro") entered into an Intergovernmental Agreement on September 27, 1990 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 expires on June 30, 1992.

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, except for the addition of program administrative costs to be charged by the County. Administrative costs shall be \$40/hour for 1.5 hours per week. Under the agreement, the County collects litter approximately once every seven days, with two crews of four-to-six workers per crew.

The total amount of the existing contract is \$56,000.

BUDGET IMPACT

The proposed new contract shall not exceed \$59,600 for the period of July 1, 1992 through June 30, 1994. The proposed budget for fiscal year 1992-93 provides \$31,000 for litter collection for the Metro South Station area.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 92-1606.