

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF APPROVING ) RESOLUTION NO. 92-1659  
AN INTERGOVERNMENTAL AGREE- )  
MENT WITH THE CITY OF OREGON )  
CITY PROVIDING REIMBURSEMENT ) Introduced by: Rena Cusma  
TO THE CITY FOR HOUSEHOLD ) Executive Director  
HAZARDOUS MATERIALS PROBLEMS )

WHEREAS, in January 1991, the City of Oregon City (City), granted the Metropolitan Service District (Metro), a Conditional Use Permit to establish a Household Hazardous Waste Collection Facility ("HHWCF") at the Metro South Station in Oregon City, and

WHEREAS, the City approved the Permit subject to Metro compliance with conditions of approval attached to the Permit, and

WHEREAS, the Permit conditions requires the City and Metro to enter into an Intergovernmental Agreement to reimburse the City for increased expenditures for Fire Department to manage and respond to household hazardous materials problems, and

WHEREAS, Metro completed construction of the HHWCF in January 1992, and commenced operation of that facility in February 1992, and

WHEREAS, the resolution regarding the Intergovernmental Agreement 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 the Executive Officer to enter into an Intergovernmental Agreement with the City of Oregon City, attached hereto as Exhibit "A", providing for reimbursement to the City for increased expenditures for Fire Department to manage and respond to household hazardous materials problems.

ADOPTED by the Council of the Metropolitan Service District this 13<sup>th</sup> day of  
August, 1992.

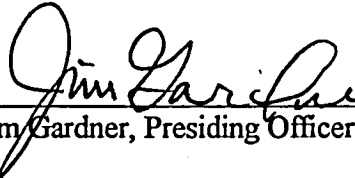
  
\_\_\_\_\_  
Jim Gardner, Presiding Officer

EXHIBIT A  
INTERGOVERNMENTAL AGREEMENT

This Agreement, dated this \_\_\_\_\_ 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, Oregon 97201-5398, and the CITY OF OREGON CITY, hereinafter referred to as "City," whose address is 320 Warner Milne Road, Oregon City, Oregon 97045.

**RECITALS**

1. In April, 1983, the Metro South Station, then known as the Clackamas Transfer and Recycling Center, opened in Oregon City, Oregon.
2. In August, 1986, Metro adopted a Hazardous Waste Management Plan ("the Plan"), Resolution No. 86-676. The Plan was developed with the assistance of the Hazardous Waste Task Force with representative members from local governments, businesses, and fire departments throughout the region.
3. In January, 1991, the City granted Metro a conditional use permit (File CU-91-01) ("the Permit") to establish a Household Hazardous Waste Collection Facility ("HHWCF") at the Metro South Station in Oregon City.
4. The City approved the Permit subject to Metro compliance with conditions of approval attached to the Permit. Among other requirements, those conditions required Metro to undertake the following measures during the first year of operation:
  - a. The Oregon City Fire Department and Metro shall jointly train for coordination of first response to hazardous material problems;
  - b. The Operations Manual shall be reviewed for consistency with the first response training;
  - c. The applicant shall comply with terms of the Operations Manual;
  - d. The applicant shall provide the City with a copy of the Operations Manual and any updates; and
  - e. The City and Metro shall work toward an intergovernmental agreement to reimburse the City for increased expenditures for Fire Department to manage and respond to household hazardous materials problems.
5. Metro completed construction of the HHWCF in Oregon City in January, 1992, and commenced operation of that facility in February, 1992.

## AGREEMENT

METRO AND THE CITY HEREBY AGREE AS FOLLOWS:

1. Training.

- a. Fire Department personnel shall be trained to (1) the Competencies for EMS/HM Level I Responders as described in the most recent edition of NFPA 473, "Standard for Competencies for EMS Personnel Responding to Hazardous Materials Incidents;" and (2) the level of Hazardous Materials Technician as described in the most recent edition of NFPA 472, "Standard for Professional Competence of Responders to Hazardous Materials Incidents." To the extent the State of Oregon adopts standards stricter than the NFPA standards for these levels of competency, those stricter standards shall apply.
- b. The training shall cover all three shifts and management personnel within the Oregon City Fire Department, to allow for maximum coverage during a hazardous materials incident.
- c. The training shall be provided at mutually convenient times by a qualified trainer or trainers mutually acceptable to the Oregon City Fire Department and Metro. If the Fire Department deems Metro's trainer(s) qualified to train at the competency levels set out in subsection "a" of this section, Metro shall provide the training. Otherwise, the training shall be conducted by an outside contractor selected by the Fire Department with Metro's consent, which consent shall not be unreasonably withheld. Where an outside consultant is selected, Metro shall not be required to pay for training in excess of 35 hours per shift. Where Metro provides the training, the training shall not exceed 40 hours per shift.
- d. Metro further agrees to provide to Oregon City Fire Department personnel annual refresher training to review past incidents and new materials in the area of hazardous materials response and to test the competencies of the Oregon City Fire Department. Annual refresher training shall cover all three shifts and management personnel within the Oregon City Fire Department. Refresher training shall be provided in the manner described in subsection "c" of this section, except that Metro shall not be responsible for paying for or providing refresher training in excess of 20 hours per shift.
- e. Metro's contribution to expenses incurred by the Oregon City Fire Department for training under this section shall under no circumstances exceed \$17,000 in the first year of this Agreement, or \$8,000 per year for subsequent years.

2. **Equipment.** Metro shall reimburse the City for its costs of equipment required for hazardous materials response, including Level B personal protective equipment, cleanup and decontamination materials and equipment, and detection materials and equipment, as follows:
  - a. Metro shall reimburse the City for its actual initial costs of procuring materials and equipment in an amount not to exceed \$5,000.
  - b. Annually thereafter, Metro shall reimburse the City for its actual costs of restocking and maintaining equipment in an amount not to exceed \$2,000 per year.
  
3. **Incident Response.** Metro shall reimburse the City for its actual costs associated with responding to fire, medical, hazardous materials, or other similar emergencies which are either based at Metro's HHWCF in Oregon City or related to the transportation of household hazardous materials to the facility. Those costs shall include, but are not limited to, costs associated with rescue and emergency medical treatment to accident victims, costs associated with offensive action in the case of relatively low-risk household hazardous materials leaks, spills or accidents, and cleanup costs associated with low risk hazardous materials incidents. Reimbursement shall not include administrative costs incurred in the day-to-day operation of the Department.
  - a. The costs shall be determined in accordance with the State Standardized Schedule of Costs adopted by the State Fire Marshall and any subsequent amendments thereto. If the State Standardized Schedule of Costs has not yet been adopted upon the effective date of this Agreement, then until its adoption, actual costs shall consist of (1) costs for equipment, determined in accordance with the hourly rate schedule as published in the most recent version of the Oregon State Fire Service Plan (August 1, 1990); plus (2) actual personnel costs.
  - b. Where the City determines it appropriate and cost-effective to do so, the City shall actively pursue recovery of the above-described costs from a party responsible for an incident. Where the City succeeds in recovering some or all of those costs from the responsible party, it shall reimburse Metro those costs, in the manner provided in subsection "c" of this section, to the extent that the costs would otherwise constitute double payment. If City decides not to pursue recovery against a responsible party, Metro may proceed in place of the City, and City shall cooperate with Metro's effort to do so.
  - c. Within 30 days following receipt, the City shall remit to Metro costs recovered from a responsible party, to the extent those costs would otherwise constitute double payment, or submit a detailed written statement explaining why those

costs or any portion thereof should not be remitted. Any portion of those costs not remitted within 30 days following receipt shall be subject to a monthly delinquency charge of one percent (1%) per month of such unpaid portion. If the City does not remit those costs when due, it shall pay delinquency charges, costs, and attorney fees on such amounts not remitted in the same manner specified for Metro in section 4 of this Agreement.

- d. City shall consult with Metro regarding the most cost effective, efficient, lawful options available for management and/or disposal of wastes generated as a result of an incident specified in this section, including materials generated during decontamination, and shall manage and/or dispose of such waste in conformance with Metro's recommendations. To the extent permitted by law, Metro shall accept delivery of such waste at the HHWCF facility.
4. Invoices and Payment. The City shall forward invoices for actual costs to Metro attention: Accounts Payable. Metro shall pay each invoice from the City, or submit a detailed written objection to the invoice or any portion of the invoice, within 30 days following transmittal. Any portion of an invoice not paid within 30 days following transmittal shall be subject to a monthly delinquency charge of one percent (1%) per month of such unpaid portion. If payment of any invoice is not made when due, Metro agrees to pay any and all collection costs and attorney fees as may be incurred in collection efforts, including arbitration and any judicial review thereof. Delinquency charges, collection costs and attorney fees shall not be allowed with regard to any portion of an invoice to which timely objection has been taken, until 30 days following resolution of the objection. Both parties shall attempt to resolve all billing disputes in good faith, in a timely fashion.
  5. Arbitration. Except as otherwise provided in paragraph 4 of this Agreement, any dispute arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration by a single arbitrator mutually agreed upon by the parties in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction. The hearing on any such arbitration shall be held in Portland, Oregon.
  6. Amendment/Termination. This Agreement shall be amended only by written instrument, signed by both parties. The terms of this Agreement shall be reviewed and may be amended as the parties deem appropriate every five years following the date of initial adoption. This Agreement shall terminate at the end of the fiscal year in which the facility ceases to operate as a household hazardous waste collection facility.

7. Effective Date. This Agreement shall become effective upon execution by the parties after prior approval of the terms of this Agreement by the Metro Council and Oregon City Commission.

CITY OF OREGON CITY

METROPOLITAN SERVICE DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Oregon City  
City Attorney

\_\_\_\_\_  
Metro General Counsel

1095

**SOLID WASTE COMMITTEE REPORT**

CONSIDERATION OF RESOLUTION NO. 92-1659, FOR THE PURPOSE OF APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF OREGON CITY PROVIDING REIMBURSEMENT TO THE CITY FOR HOUSEHOLD HAZARDOUS MATERIALS PROBLEMS

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Date: August 5, 1992

Presented by: Councilor Hansen

**Committee Recommendation:** At the August 4 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 92-1659. Voting in favor: Councilors Buchanan, Hansen, McFarland, Van Bergen and Wyers.

**Committee Issues/Discussion:** Sam Chandler, Facilities Supervisor, indicated that the purpose of the agreement is to fulfill a condition in Oregon City's conditional use permit authorizing the operation of the HHW facility at Metro South Station. The city required such a agreement under which Metro would reimbursement the city for training and equipment costs related to the potential need for the city to respond to an HHW spill or accident at the facility.

Under the agreement, Metro will pay \$17,000 for training and \$5,000 for equipment during the current fiscal year. In future years, these amounts would be limited to \$5,000 for training and \$2,000 for equipment. Chandler indicated that the cost of the agreement for this year would be covered by the budget line items for host fees and HHW training.

Councilor Van Bergen asked if we were setting a precedent for other similar types of facilities. Chandler responded that the City of Portland permits concerning the HHW facility at Metro Central do not require any form of reimbursement. He noted that Portland already has a hazardous material response team.

**STAFF REPORT**

**CONSIDERATION OF RESOLUTION NO. 92-1659 FOR THE PURPOSE OF APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF OREGON CITY PROVIDING REIMBURSEMENT TO THE CITY FOR HOUSEHOLD HAZARDOUS MATERIALS PROBLEMS**

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Date: July 20, 1992

Presented by: Sam Chandler  
Ray Barker

**Proposed Action**

Adoption of Resolution No. 92-1659 authorizing the Executive Officer to enter into an Intergovernmental Agreement with the City of Oregon City to reimburse the City for increased expenditures for Fire Department to manage and respond to household hazardous materials problems.

**Factual Background and Analysis**

In April 1983, the Metro South Station, then known as the Clackamas Transfer and Recycling Center opened in Oregon City. In August 1986, Metro adopted a Hazardous Waste Management Plan. The Plan was developed with the assistance of the Hazardous Waste Task Force with representative members from local governments, businesses, and fire departments throughout the region.

In January 1991, the City of Oregon City granted Metro a Conditional Use Permit to establish a Household Hazardous Waste Collection Facility (HHWCF) at the Metro South Station in Oregon City. The City approved the Permit subject to Metro compliance with conditions of approval attached to the Permit. Among other requirements, those conditions required Metro to undertake the following measures during the first year of operation.

1. The Oregon City Fire Department and Metro shall jointly train for coordination of first response to hazardous material problems;
2. The Operations Manual shall be reviewed for consistency with the first response training;
3. The applicant shall comply with the terms of the Operations Manual;
4. The applicant shall provide the City with a copy of the Operations Manual and any updates; and
5. The City and Metro shall work toward an Intergovernmental Agreement to reimburse the City for increased expenditures for the Fire Department to manage and respond to household hazardous materials problems.



Metro completed construction of the HHWCF in Oregon City in January 1992, and commenced operation of that facility in February 1992.

Metro has negotiated an Intergovernmental Agreement with Oregon City that provides for the following:

1. Training of Fire Department personnel in responding to hazardous materials incidents. Metro's expenses incurred for training shall not exceed \$17,000 in the first year of the Agreement or \$8,000 for subsequent years.
2. Equipment required for hazardous materials response. Metro shall reimburse the City for its actual initial costs of procuring materials and equipment in an amount not to exceed \$5,000. Thereafter, Metro's costs shall not exceed \$2,000 annually for restocking and maintaining equipment.
3. Incident Response. Metro shall reimburse the City for its actual costs associated with responding to fire, medical, hazardous materials, or similar emergencies which are either based at Metro's HHWCF in Oregon City or related to the transportation of household hazardous materials to the facility.

The proposed Agreement shall terminate at the end of the fiscal year in which the facility ceases to operate as a household hazardous waste collection facility.

#### Budget Impact

The FY 1992-93 Budget provides \$51,000 for hazardous waste training. During FY 1992-93, payments to Oregon City for training and equipment shall not exceed \$22,000. The cost for incident response is potentially unlimited but no incidents are expected.

#### Executive Officers Recommendation

The Executive Officer recommends adoption of Resolution No. 92-1659.

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# GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 902570 BUDGET CODE NO. 531-310211-526-800-75000  
 FUND: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_ (IF MORE THAN ONE) 531-310211-528100-75000  
 SOURCE CODE (IF REVENUE) \_\_\_\_\_

### 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 Reimbursement to City of Oregon City for Household Hazardous Materials problems.

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 / City of Oregon City

5. EFFECTIVE DATE August, 1992 TERMINATION DATE See other side  
 (THIS IS A CHANGE FROM \_\_\_\_\_)

6. EXTENT OF TOTAL COMMITMENT:	ORIGINAL/NEW	\$ <u>62,000.00</u>
	PREV. AMEND	_____
	THIS AMEND	_____
	<b>TOTAL</b>	\$ <u>62,000.00</u>

### 7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 198 92-8 93 \$ 22,000.00  
 B. BUDGET LINE ITEM NAME Hazardous Waste Training AMOUNT APPROPRIATED FOR CONTRACT \$ 51,000.00  
 C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF July 20, 19 92 \$ 51,000.00

### 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 \_\_\_\_\_



**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: July 28, 1992

Re: Resolution No. 92-1659, For the Purpose of Approving an intergovernmental agreement with the City of Oregon City providing reimbursement to the City for household hazardous materials problems.

Resolution No. 92-1659 is scheduled to be considered by the committee at the August 4 meeting.

## Background

The conditional use permit granted by Oregon City for the operation of the HHW facility at Metro South provides that Metro and the City develop an intergovernmental agreement to reimburse the City for costs related to managing and responding to spills or other problems that might occur at the facility. The purpose of this resolution is to adopt the agreement that has been developed.

The agreement calls for the payment of \$17,000 for training and \$5,000 for equipment during FY 92-93. Future annual payments would be limited to a maximum of \$8,000 for training and \$2,000 for equipment.

## Issues and Questions

The committee may wish to address the following issue in considering the resolution:

1) The staff report notes that \$51,000 has been budgeted for HHW training in FY 92-93. Was the reimbursement of Oregon City originally included in this amount?