

Certified A True Copy of the Original Thereof
Paula Allen
Clerk of the Council

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING)
AN INTERGOVERNMENTAL AGREE-)
MENT BETWEEN METRO AND THE)
MULTNOMAH COUNTY SHERIFF'S)
OFFICE FOR THE PURPOSE OF PRO-)
VIDING GENERAL INVESTIGATIVE)
SERVICES, ASSISTANCE IN SOLID)
WASTE FLOW CONTROL ENFORCE-)
MENT AND ILLEGAL DUMP SITE)
CLEANUP)

RESOLUTION NO. 93-1792 A

Introduced by: Rena Cusma
Executive Officer

WHEREAS, Metro has the responsibility and the authority for management of the Solid Waste Disposal System for the region, and

WHEREAS, The System has become increasingly complex over time with the closure of St. Johns Landfill and implementation of long haul disposal at Columbia Ridge Landfill, and

WHEREAS, The System has incurred significant added costs due to the transition from a local landfill to a regional landfill, and

WHEREAS, New transfer stations, designated facilities, and new alternatives in recycling have created the opportunity for more efficient waste handling and recycling, but at the same time have created opportunities for abuse of the system, and

WHEREAS, Metro established a Solid Waste Flow Control Ordinance, Chapter 5.05 as an adjunct to its Master Bond Ordinance in 1989 to ensure appropriate flows of solid waste to system facilities, and

WHEREAS, The Flow Control Ordinance provides a mechanism for enforcement against persons transporting and/or disposing of solid wastes at unauthorized facilities or unauthorized disposal points, and

WHEREAS, The challenges of flow control enforcement require integrated cooperative approaches with regional agencies, and

WHEREAS, Metro and the Multnomah County Sheriff's Office have negotiated with respect to a package of services proposed to be provided by the Multnomah County Sheriff's Office attached as Exhibit A to this Resolution, and

WHEREAS, Provision of the services offered by the Multnomah County Sheriff's Office will provide a high level of consistent, visible and necessary support to Metro's own flow control efforts, and

WHEREAS, All users of the Metro system facilities will benefit by consistent, fair and predictable enforcement of Metro's Flow Control Ordinance, and

WHEREAS, Metro will also benefit from a variety of other investigative services as well as cost effective illegal dump site clean-up to be provided under the new proposed agreement; and

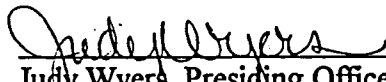
WHEREAS, Metro and the Multnomah County Sheriff's Office have authority pursuant to that granted in ORS 190.010, *et seq.*, and ORS 206.345 to enter into cooperative intergovernmental agreements for mutual benefit of their respective constituents, and

WHEREAS, the package of services proposed to be provided by the Multnomah County Sheriff's Office is considered to be a benefit to and in the best interests of the health and welfare of the citizens of the Metro region.

BE IT RESOLVED,

The Executive Officer is authorized to enter into an intergovernmental agreement with the Multnomah County Sheriff's Office in conformity with that agreement attached to this resolution as Exhibit A.

ADOPTED by the Metro Council this 12th day of August, 1993.



Judy Wyers, Presiding Officer

Exhibit A

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 between MULTNOMAH COUNTY by and through the Multnomah County Sheriff's Office (COUNTY) and METRO, a metropolitan service district.

RECITALS

WHEREAS, Multnomah County is a political subdivision of the State of Oregon and is a unit of local government authorized to enter into intergovernmental agreements pursuant to ORS 190.010, et seq.; and

WHEREAS, the Multnomah County Sheriff is authorized to enter into intergovernmental agreements jointly with and on behalf of the County, pursuant to ORS 206.345; and

WHEREAS, METRO is a municipal corporation formed and operating under state law and the 1992 Metro Charter, and is a unit of local government authorized to enter into intergovernmental agreements pursuant to ORS 190.010, et seq.; and

WHEREAS, METRO desires to contract with the COUNTY for the performance of certain law enforcement functions, related to METRO's purpose and authority, to be performed by the COUNTY through the Multnomah County Sheriff's Office (hereinafter "MCSO"); and

WHEREAS, the COUNTY through the MCSO is able and prepared to provide the services required by METRO under those terms and conditions set forth; therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, and pursuant to the provisions of ORS chapter 190, the parties agree to be bound as follows:

FLOW CONTROL INVESTIGATION

1. The COUNTY agrees to provide solid waste Flow Control and general investigative police service to METRO. Such police service shall include:
 - a) Enforcement of all duly enacted ordinances of METRO related to flow control investigation and waste management;
 - b) Random and directed surveillance of persons collecting, transporting, storing, treating and disposing of solid and liquid waste to ensure such persons are

complying with applicable laws relating to waste management;

- c) Background investigations of prospective vendors, contractors and subcontractors who enter into agreements with METRO to provide solid and liquid waste management services or are subject to Metro regulation by law or agreement. Such background investigations shall be subject to the restrictions and limitations imposed by law regarding the use of computerized criminal history information;
 - d) At METRO's request, investigation, case preparation, and prosecution assistance in cases involving offenses (including, but not limited to fraud, racketeering, and material breach of contract) allegedly committed by vendors, contractors, or subcontractors doing business with METRO or by facilities, firms or individuals subject to Metro regulation by law or agreement.
 - e) Criminal intelligence briefings on the waste management industry nationwide, statewide, and locally; specifically focusing upon any connection or relationship between industry participants and known elements of organized crime or other criminal activities.
 - f) Other general investigative work as requested by Metro.
2. In accordance with ORS 206.345 (2), the COUNTY and METRO agree that during the existence of this Agreement, the sheriff and the deputies of the sheriff shall exercise such authority as may be vested in them by law or by terms of this Agreement, including full power and authority to cite violators, arrest for violations of applicable criminal laws, and take other enforcement action for violations of all duly enacted ordinances of METRO relating to flow control and management.

ILLEGAL DUMPSITE CLEANUP — INMATE WORKCREWS

3. The COUNTY agrees to provide a supervised inmate work crew to clean up illegal dumpsites within the jurisdictional boundaries of METRO. Sites will only be cleaned up as requested by METRO, in writing, or by facsimile transmission. The COUNTY further agrees that:
- a) Each crew will be supervised by one or more corrections officers trained and experienced in managing inmate work crews;
 - b) Each work crew will be comprised of sentenced, local inmates eligible for outside public works and who pose a minimal threat to the public;
 - c) Each work crew vehicle will be radio-equipped, self-contained, and furnished with hand and power tools appropriate for each job.

- d) Each work crew supervisor shall be directed to identify and retain through procedures designed to maintain a defensible chain of custody, any evidence that may lead to a successful prosecution of persons dumping waste illegally.
4. The COUNTY and METRO agree:
- a) Clean-up of dump sites containing known or suspected hazardous materials is beyond the scope, skill, training and experience of an inmate work crew;
 - b) The inmate work crew, including inmates and ASSIGNED PERSONNEL, shall not be required to clean-up any dump site where known or suspected hazardous materials are present; and
 - c) In the event the inmate work crew discovers known or suspected hazardous materials at a dump site, the work crew supervisor shall immediately cease the clean-up activity until such time as the site is inspected and declared or made safe by the appropriate hazardous materials authority.

PERSONNEL MATTERS

5. The COUNTY agrees to provide for the performance of the duties hereunder two (2) FTE deputy sheriffs, one (1) FTE sergeant, and one (1) FTE corrections officer. These persons are hereinafter referred to as "ASSIGNED PERSONNEL." MCSO shall provide the sergeant and corrections officer. The COUNTY and METRO agree that one or more of the deputy sheriffs provided hereunder may be provided by a law enforcement agency other than MCSO. In such event, the other law enforcement agency hereinafter shall be referred to as a "PARTICIPATING AGENCY." For the purpose of this Agreement, one (1.0) FTE position means an employee who is regularly scheduled to work at least 40 hours per week.
6. The COUNTY agrees that the deputy sheriffs, sergeant, and corrections officer provided as ASSIGNED PERSONNEL shall be certified in their respective disciplines by the state's Board of Public Safety Standards and Training.
7. The COUNTY and METRO agree that the ASSIGNED PERSONNEL provided hereunder by MCSO or PARTICIPATING AGENCY shall be and remain employees of the COUNTY or PARTICIPATING AGENCY. The ASSIGNED PERSONNEL shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of MCSO. Metro shall nevertheless retain the right, upon request and for cause stated, to have Assigned Personnel removed from assignment under this Agreement and replaced by other Assigned Personnel meeting the requirements of this Agreement.

8. METRO does not assume any liability for the direct payment of any wages, salaries or other compensation to ASSIGNED PERSONNEL performing services pursuant to the terms of this Agreement or for any other liability not provided for in this Agreement.
9. The COUNTY shall maintain Workers' Compensation insurance coverage for ASSIGNED PERSONNEL, either as a carrier insured employer or a self-insured employer as provided in ORS chapter 656.
10. The COUNTY and METRO agree that matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment regarding ASSIGNED PERSONNEL under this Agreement shall be governed by the provisions of existing collective bargaining agreements between the ASSIGNED PERSONNEL's bargaining unit and their public employer.
11. The COUNTY and METRO agree that all labor disputes arising out of this Agreement shall be governed by the provisions of applicable collective bargaining agreements in effect during this Agreement, and the personnel rules of the COUNTY or PARTICIPATING AGENCY.
12. The COUNTY and METRO acknowledge that the ASSIGNED PERSONNEL will be absent from duty for various reasons, including but not limited to vacation, holiday, illness, injury, training, leave of absence, and administrative leave. The COUNTY and METRO also acknowledge that some employee absences are the result of paid leave that the ASSIGNED PERSONNEL earn and are entitled to take. The COUNTY and METRO also acknowledge that some employee absences are the result of actions taken by the employer, with or without the employee's consent. In accordance with the foregoing acknowledgments, the COUNTY and METRO agree:
 - a) Except as provided in subsection (b) below, the COUNTY will not be responsible or otherwise obligated to replace any ASSIGNED PERSONNEL who is absent due to paid accrued leave, including but not limited to: vacation, holiday, sick leave or who is absent while participating in training directly related to the services required by METRO. However, the COUNTY will make a good faith effort to schedule known, projected absences so as to minimize the impact on the COUNTY's ability to perform under this Agreement.
 - b) The COUNTY or PARTICIPATING AGENCY will replace any ASSIGNED PERSONNEL who is absent due to: 1) vacation time exceeding 10 days during the fiscal year; 2) employer action, including but not limited to training not related to or provided by this Agreement; 3) leave of absence granted at employer's discretion; 4) administrative leave; or 5) absence due to a job related injury covered by worker's compensation.

- c) In the event the COUNTY or PARTICIPATING AGENCY does not replace any ASSIGNED PERSONNEL pursuant to subsection (b) of this section, the COUNTY will not invoice METRO for those personnel costs.

OFFICE SPACE

13. METRO agrees to provide for the COUNTY's use sufficient office space, to include costs for utilities, including telephone service, at METRO's premises or at a site mutually agreed upon by the parties.

EQUIPMENT PURCHASE, USE AND DISPOSITION

14. This Agreement provides for purchase of materials and supplies for the COUNTY's use as provided hereunder. For the purpose of this Agreement, "materials" includes capital equipment with a unit cost of \$1,000 or more. "Supplies" includes any item with a unit cost of less than \$1,000.
15. The COUNTY agrees to purchase all materials and supplies in accordance with Exhibit A1, attached hereto and incorporated by reference herein.
16. The COUNTY and METRO agree that during the term of this Agreement all materials and supplies, including capital equipment, shall be under the exclusive control of the COUNTY for the COUNTY's use in performing its duties hereunder. The COUNTY and METRO further agree that upon termination of this Agreement, all remaining materials and supplies purchased hereunder, including capital equipment, shall be owned by METRO.
17. Notwithstanding the provisions of section 16, METRO hereby grants to the COUNTY an option to purchase from METRO any or all remaining materials and supplies at a price mutually agreed upon by the parties, not to exceed the fair market value of the item at the time of purchase. The COUNTY agrees to give METRO notice of the COUNTY's intent to exercise its option under this section within 60 days following termination of this Agreement.

CONTRACT COSTS

18. METRO shall pay COUNTY for all costs, services performed and materials delivered in the maximum sum of FOUR HUNDRED THIRTY SIX THOUSAND NINE HUNDRED FIVE AND NO/100THS DOLLARS (\$436,905.00). This maximum sum includes all fees, costs and expenses of whatever nature to which COUNTY may become entitled under this Agreement. All costs listed on Exhibit A1, which is the budget for the project prepared by COUNTY, are on a "not to exceed" basis, and shall be billed quarterly for

costs incurred, services performed and materials delivered during the previous quarter. COUNTY shall submit itemized billings to Metro not more frequently than once each calendar year quarter, and Metro shall make payment to Contractor within 30 days of receipt of approved billings.

18-1 METRO shall pay COUNTY the maximum sum of ONE HUNDRED FOURTEEN THOUSAND NINE HUNDRED TWENTY-FIVE AND NO/100THS DOLLARS (\$114,925.00) for all costs identified as "start up costs" on Exhibit A1.

18-2 METRO shall pay COUNTY the maximum sum of THREE HUNDRED TWENTY-ONE THOUSAND NINE HUNDRED EIGHTY AND NO/100THS DOLLARS (\$321,980.00) for all costs incurred, services performed and materials delivered between July 1, 1993 and June 30, 1994.

INDEMNIFICATION AND LIABILITY

19. The COUNTY shall indemnify, defend and hold harmless METRO, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of the ASSIGNED PERSONNEL acting pursuant to the terms of this Agreement.
20. METRO in turn agrees to indemnify, defend and hold harmless the COUNTY, its officers, employees and agents, including ASSIGNED PERSONNEL; from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts errors or omissions of METRO or its assignees.

DISPUTE RESOLUTION

21. While the parties have attempted to make an Agreement anticipating and addressing their concerns, METRO and the COUNTY acknowledge the possibility that a claim, controversy or dispute may arise out of this Agreement. METRO and the COUNTY agree that each party has an obligation and affirmative duty to make a good faith effort to resolve any claim, controversy or dispute, including the giving of timely, written notification thereof to the other party.
22. METRO and the COUNTY agree that all claims, controversies or disputes which arise out of this Agreement, and which have not been resolved through good faith efforts of the parties, shall be resolved by arbitration in accordance with the then effective arbitration rules of the Arbitration Service of Portland or the American Arbitration Association, whichever organization is selected by the party who first initiates arbitration by filing a claim in accordance with the rules of the organization selected, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

CONTRACT ADMINISTRATION

23. The Multnomah County Sheriff or his designated representative will represent the COUNTY in all matters pertaining to administration of this Agreement.
24. METRO designates its Solid Waste Director to represent METRO in all matters pertaining to administration of this Agreement.
25. Any notice or notices provided for by this Agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Multnomah County Sheriff
12240 NE Glisan Street
Portland, OR 97230

Solid Waste Director, METRO
600 N.E. Grand Avenue
Portland, OR 97232

CONTRACT MODIFICATION AND TERMINATION

26. This Agreement shall be effective from the 1st day of July, 1993, and shall run through the 30th day of June, 1994.
27. METRO and the COUNTY agree that in the event either party to this Agreement desires to renew this contract after the expiration thereof, they shall notify the other party within 90 days prior to its expiration.
28. METRO and the COUNTY agree that either party to this Agreement may terminate said Agreement by giving the other party not less than 90 days written notice.
29. METRO and the COUNTY agree that this Agreement may be modified or amended by mutual agreement of the parties. Any modification to this Agreement shall be effective only when incorporated herein by written amendments and signed by both METRO and the COUNTY.

30 This Agreement is not intended to benefit any individual, employee, group of employees, corporation or other legal entity other than the parties to this Agreement. This Agreement shall not be deemed to vest in any third party any rights, nor shall it be deemed to be enforceable by any third party in any legal, equitable or administrative proceeding whatsoever.

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

METRO

MULTNOMAH COUNTY, OREGON

Rena Cusma, Executive Officer

Bob Skipper, Sheriff

DATE: _____

DATE: _____

REVIEWED:
Laurence Kressel,
Multnomah County Counsel

DATE: _____

s:\ck\lb\mcsometr.iga
July 30, 1993

AMENDED "EXHIBIT A1"
Metro Solid Waste Department - Flow Control Enforcement Contract

SOLID WASTE FLOW CONTROL MANAGEMENT INVESTIGATION

| | Startup Costs | FTE | Ongoing Costs | Total FY 1993-94 |
|------------------------------------|-----------------|-------------|------------------|---------------------|
| Personal Services | | | | |
| Sergeant | \$0 | 1.00 | \$41,136 | \$41,136 |
| Fringes | \$0 | | \$22,781 | \$22,781 |
| Total Personal Services | \$0 | 1.00 | \$63,917 | \$63,917 |
| Materials and Services | | | | |
| Misc. Professional Services | \$2,640 | | \$7,430 | \$10,070 |
| Printing Services | \$0 | | \$3,096 | \$3,096 |
| Communications | \$1,050 | | \$2,728 | \$3,778 |
| Repair & Maint. Services | \$0 | | \$13,848 | \$13,848 |
| Clothing and Uniforms | \$800 | | \$0 | \$800 |
| Training and Education | \$0 | | \$619 | \$619 |
| Travel | \$6,000 | | \$15,480 | \$21,480 |
| Computer Supplies | \$1,800 | | \$0 | \$1,800 |
| Other Operations Supplies | \$2,200 | | \$2,740 | \$4,940 |
| Total M&S | \$14,490 | | \$45,941 | \$60,431 |
| Capital Outlay | | | | |
| Office Furniture & Equipment | \$5,550 | | \$3,096 | \$8,646 |
| Equipment and Vehicles | \$46,200 | | | \$46,200 |
| Total Capital Outlay | \$51,750 | | \$3,096 | \$54,846 |
| Pass-through Costs/Other Agencies | \$0 | 2.00 | \$137,524 | \$137,524 |
| Transfer of indirect Costs | \$0 | | \$5,515 | \$5,515 |
| TOTAL BUDGET - FLOW CONTROL | \$66,240 | 3.00 | \$255,993 | \$322,233 |

ILLEGAL DUMP SITE CLEAN UP

| | | | | |
|---------------------------------------|------------------|-------------|------------------|------------------|
| Personal Services | | | | |
| Corrections Officer | \$0 | 1.00 | \$32,430 | \$32,430 |
| Fringes | \$0 | | \$18,400 | \$18,400 |
| Total Personal Services | \$0 | 1.00 | \$50,830 | \$50,830 |
| Materials and Services | | | | |
| Misc. Professional Services | \$1,040 | | \$1,077 | \$2,117 |
| Repair & Maint. Services/Supplies | \$0 | | \$7,920 | \$7,920 |
| Clothing and Uniforms | \$1,300 | | \$0 | \$1,300 |
| Other Operations Supplies | \$1,500 | | \$867 | \$2,367 |
| Total M&S | \$3,840 | | \$9,864 | \$13,704 |
| Capital Outlay | | | | |
| Equipment and Vehicles | \$40,940 | | \$0 | \$40,940 |
| Transfer of Indirect Costs | \$3,905 | | \$5,293 | \$9,198 |
| TOTAL BUDGET - ILLEGAL CLEANUP | \$48,685 | 1.00 | \$65,987 | \$114,672 |
| TOTAL OF BOTH PROGRAMS | \$114,925 | 4.00 | \$321,980 | \$436,905 |

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 93-1792A, FOR THE PURPOSE OF AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN METRO AND THE MULTNOMAH COUNTY SHERIFF'S OFFICE FOR THE PURPOSE OF PROVIDING GENERAL INVESTIGATIVE SERVICES, ASSISTANCE IN SOLID WASTE FLOW CONTROL ENFORCEMENT AND ILLEGAL DUMP SITE CLEANUP

Date: August 5, 1993

Presented by: Councilor McLain

Committee Recommendation: At the August 3 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 93-1792A. Voting in favor: Councilors Buchanan, McFarland, McLain, Washington and Wyers.

BACKGROUND

The purpose of this resolution is to provide for an agreement with the Multnomah County Sheriff's Office to enhance Metro's flow control enforcement program and provide for cleanup of selected illegal dumpsites. The agreement will be entered into upon Council approval and will end on June 30, 1994.

FLOW CONTROL ENFORCEMENT

The agreement is divided into two components. First, the Multnomah County Sheriff's Office will make three officers available to Metro for the primary purpose of conducting flow control enforcement investigations. It was initially proposed that Clackamas, Multnomah and Washington County would each contribute one officer to the program, but further discussions among the affected sheriffs resulted in a revised proposal under which Multnomah County will contribute all three officers for the program. Through various existing cooperative agreements, these officers will have enforcement authority in Clackamas and Washington Counties.

Staff believes that at least some portion of the tonnage decline experienced in recent years can be attributed to persons engaged in illegal dumping or other activities that allow them to circumvent paying disposal fees. Staff contends that the presence of trained officers will improve flow control enforcement and act as a deterrent to future illegal activities.

Under the provisions of the agreement, the assigned officers would remain employees of the sheriff's office. But, Metro would retain the right to have any of the assigned officers removed and replaced by another officer. The officers will be stationed at Metro Regional Headquarters. The specific services to be provided by the officers include:

- 1) enforcement of all ordinances related to flow control investigation and waste management,

- 2) compliance-related surveillance of persons involved in solid waste collection, treatment and disposal,
- 3) background investigations of prospective solid waste vendors or contractors,
- 4) formal investigations of existing vendors or contractors at Metro's request, and
- 5) criminal intelligence briefings related to any involvement of the solid waste industry with organized crime.

It is anticipated that the Solid Waste Department will designate one of its staff to act as an enforcement coordinator. This individual will work with the Office of General Counsel to provide direction to the sheriff's office concerning the type, scope and nature of the investigations to be conducted.

The budget for this element of the agreement is \$322,233, including \$66,240 in startup costs and \$255,993 in ongoing costs. The major component of the startup costs is \$51,750 for equipment and vehicle purchases for the three officers. The major component of the ongoing costs is officer salaries and fringe benefits which will be approximately \$180,000 depending on the experience of the assigned officers.

ILLEGAL DUMPSITE CLEANUP

The second element of the agreement involves illegal dumpsite cleanup. The sheriff's office will provide an inmate work crew and a supervising corrections officers for Metro's use in cleaning up selected illegal dumpsites. This work crew would work in response to Metro requests for site cleanup. Staff indicates that it has a backlog of illegal sites that could keep the work crew busy throughout the length of the agreement.

Staff stated that priority will be given to cleaning up sites in which Metro has an investigatory interest. Staff also indicated that it will work with local governments and non-profit organizations that engage in cleanup activities to coordinate their activities and avoid duplication.

The budget for illegal dumpsite cleanup is \$114,672, including \$48,685 in startup costs and \$65,987 in ongoing costs. The startup costs include \$40,940 for equipment and vehicle purchase. A total of \$50,830 of the ongoing costs represent the salary and fringe benefits of the corrections officer who will supervise the work crew

COMMITTEE ISSUES/DISCUSSION

Initial discussion of the proposed agreement occurred during Council consideration of the FY 1993-94 budget. Limited information was available as the agreement had not been finalized.

As initially proposed, the agreement would have run from April 1993 through June 1994. The proposed budget was \$458,000. The Council approved this amount with a budget note which provided that when the agreement was submitted for consideration, the Council reserved the right to alter the scope, nature and budget of the agreement.

The agreement was submitted for consideration in late June. The Solid Waste Committee considered the agreement at its July 6, July 20 and August 3 meetings.

Numerous issues that had emerged during the budget deliberations were reviewed by the committee. These included:

Use of Civil (Internal) vs. Criminal (External) Staff. Questions were raised concerning the need to use criminal law enforcement officers for flow control enforcement or whether such enforcement work could be performed by Metro staff specifically hired for this purpose. Staff and representatives from the sheriff's office noted that law enforcement officers have special investigatory training, have the real authority to immediately arrest violators and are trained to deal with belligerent people in potentially dangerous situations. They also were doubtful about Metro's ability to hire qualified personnel and expressed concern about potential safety and liability issues if Metro personnel were directly involved in enforcement activities.

Program Management. Several councilors asked questions related to how the enforcement and illegal dumpsite programs would be managed internally. Staff responded that it intends to identify an existing staff person to act as a full-time program coordinator. This individual would receive reports of potential violations and conduct an initial evaluation. The coordinator would then work with department management and the Office of General Counsel to identify whether further action was needed and the type of enforcement action that might be sought. A determination would then be made concerning the potential involvement of the sheriff's staff.

Existing Contracted Investigative Staff. Metro currently contracts for solid waste investigative services. A question was raised concerning the current use and potential future use of this investigator. Staff indicated that many types of investigations required specialized skills that could best be provided by a trained law enforcement officer. Until the proposed agreement is approved and becomes operational, Metro would continue to use the contracted private investigator.

Current Availability of Sheriff's Office Investigative Services. A question was raised as to whether the criminal investigative services of the sheriff's office would not be available to Metro even if the agreement were not adopted. Representatives from the sheriff's office noted that, while such services are generally available, heavy office workload often requires that cases must be prioritized. Metro's requests would be competing with cases

involving violent crime, drugs and other serious offenses. In such cases, the sheriff's might not be able to respond to Metro's needs.

Illegal Dumpsite Cleanup. Some councilors expressed concern that the agreement could result in Metro becoming the sole entity responsible for illegal dumpsite cleanup in the region. Staff indicated that it was not its intent to respond to every request for dumpsite cleanup. The focus of the program would be on sites in which Metro has investigative interest and those sites that Metro staff has already identified as chronic and in need of cleanup.

RESOLUTION AMENDMENTS

At the August 3 meeting, staff presented a revised agreement that reflected reductions in the proposed budget for both the enforcement and illegal dumpsite cleanup components. The revisions were made because certain costs had been inadvertently counted as both startup and ongoing program costs. As a result, the total budget was reduced from the original request of \$458,000 to \$436,905. In addition, staff noted that the program would be starting later than expected and, therefore, certain ongoing costs will be less than originally forecasted. The committee adopted the revised budget and agreement.

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Introduced by: Rena Cusma
Executive Officer

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WHEREAS, The System has become increasingly complex over time with the closure of St. Johns Landfill and implementation of long haul disposal at Columbia Ridge Landfill, and

WHEREAS, The System has incurred significant added costs due to the transition from a local landfill to a regional landfill, and

WHEREAS, New transfer stations, designated facilities, and new alternatives in recycling have created the opportunity for more efficient waste handling and recycling, but at the same time have created opportunities for abuse of the system, and

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WHEREAS, The Flow Control Ordinance provides a mechanism for enforcement against persons transporting and/or disposing of solid wastes at unauthorized facilities or unauthorized disposal points, and

WHEREAS, The challenges of flow control enforcement require integrated cooperative approaches with regional agencies, and

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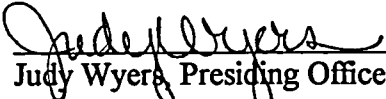
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ADOPTED by the Metro Council this 12th day of August, 1993.



Judy Wyers, Presiding Officer

Exhibit A

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WHEREAS, Multnomah County is a political subdivision of the State of Oregon and is a unit of local government authorized to enter into intergovernmental agreements pursuant to ORS 190.010, et seq.; and

WHEREAS, the Multnomah County Sheriff is authorized to enter into intergovernmental agreements jointly with and on behalf of the County, pursuant to ORS 206.345; and

WHEREAS, METRO is a municipal corporation formed and operating under state law and the 1992 Metro Charter, and is a unit of local government authorized to enter into intergovernmental agreements pursuant to ORS 190.010, et seq.; and

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WHEREAS, the COUNTY through the MCSO is able and prepared to provide the services required by METRO under those terms and conditions set forth; therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, and pursuant to the provisions of ORS chapter 190, the parties agree to be bound as follows:

FLOW CONTROL INVESTIGATION

1. The COUNTY agrees to provide solid waste Flow Control and general investigative police service to METRO. Such police service shall include:
 - a) Enforcement of all duly enacted ordinances of METRO related to flow control investigation and waste management;
 - b) Random and directed surveillance of persons collecting, transporting, storing, treating and disposing of solid and liquid waste to ensure such persons are

complying with applicable laws relating to waste management;

- c) Background investigations of prospective vendors, contractors and subcontractors who enter into agreements with METRO to provide solid and liquid waste management services or are subject to Metro regulation by law or agreement. Such background investigations shall be subject to the restrictions and limitations imposed by law regarding the use of computerized criminal history information;
 - d) At METRO's request, investigation, case preparation, and prosecution assistance in cases involving offenses (including, but not limited to fraud, racketeering, and material breach of contract) allegedly committed by vendors, contractors, or subcontractors doing business with METRO or by facilities, firms or individuals subject to Metro regulation by law or agreement.
 - e) Criminal intelligence briefings on the waste management industry nationwide, statewide, and locally; specifically focusing upon any connection or relationship between industry participants and known elements of organized crime or other criminal activities.
 - f) Other general investigative work as requested by Metro.
2. In accordance with ORS 206.345 (2), the COUNTY and METRO agree that during the existence of this Agreement, the sheriff and the deputies of the sheriff shall exercise such authority as may be vested in them by law or by terms of this Agreement, including full power and authority to cite violators, arrest for violations of applicable criminal laws, and take other enforcement action for violations of all duly enacted ordinances of METRO relating to flow control and management.

ILLEGAL DUMPSITE CLEANUP — INMATE WORKCREWS

3. The COUNTY agrees to provide a supervised inmate work crew to clean up illegal dumpsites within the jurisdictional boundaries of METRO. Sites will only be cleaned up as requested by METRO, in writing, or by facsimile transmission. The COUNTY further agrees that:
- a) Each crew will be supervised by one or more corrections officers trained and experienced in managing inmate work crews;
 - b) Each work crew will be comprised of sentenced, local inmates eligible for outside public works and who pose a minimal threat to the public;
 - c) Each work crew vehicle will be radio-equipped, self-contained, and furnished with hand and power tools appropriate for each job.

- d) Each work crew supervisor shall be directed to identify and retain through procedures designed to maintain a defensible chain of custody, any evidence that may lead to a successful prosecution of persons dumping waste illegally.
4. The COUNTY and METRO agree:
- a) Clean-up of dump sites containing known or suspected hazardous materials is beyond the scope, skill, training and experience of an inmate work crew;
 - b) The inmate work crew, including inmates and ASSIGNED PERSONNEL, shall not be required to clean-up any dump site where known or suspected hazardous materials are present; and
 - c) In the event the inmate work crew discovers known or suspected hazardous materials at a dump site, the work crew supervisor shall immediately cease the clean-up activity until such time as the site is inspected and declared or made safe by the appropriate hazardous materials authority.

PERSONNEL MATTERS

5. The COUNTY agrees to provide for the performance of the duties hereunder two (2) FTE deputy sheriffs, one (1) FTE sergeant, and one (1) FTE corrections officer. These persons are hereinafter referred to as "ASSIGNED PERSONNEL." MCSO shall provide the sergeant and corrections officer. The COUNTY and METRO agree that one or more of the deputy sheriffs provided hereunder may be provided by a law enforcement agency other than MCSO. In such event, the other law enforcement agency hereinafter shall be referred to as a "PARTICIPATING AGENCY." For the purpose of this Agreement, one (1.0) FTE position means an employee who is regularly scheduled to work at least 40 hours per week.
6. The COUNTY agrees that the deputy sheriffs, sergeant, and corrections officer provided as ASSIGNED PERSONNEL shall be certified in their respective disciplines by the state's Board of Public Safety Standards and Training.
7. The COUNTY and METRO agree that the ASSIGNED PERSONNEL provided hereunder by MCSO or PARTICIPATING AGENCY shall be and remain employees of the COUNTY or PARTICIPATING AGENCY. The ASSIGNED PERSONNEL shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of MCSO. Metro shall nevertheless retain the right, upon request and for cause stated, to have Assigned Personnel removed from assignment under this Agreement and replaced by other Assigned Personnel meeting the requirements of this Agreement.

8. METRO does not assume any liability for the direct payment of any wages, salaries or other compensation to ASSIGNED PERSONNEL performing services pursuant to the terms of this Agreement or for any other liability not provided for in this Agreement.
9. The COUNTY shall maintain Workers' Compensation insurance coverage for ASSIGNED PERSONNEL, either as a carrier insured employer or a self-insured employer as provided in ORS chapter 656.
10. The COUNTY and METRO agree that matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment regarding ASSIGNED PERSONNEL under this Agreement shall be governed by the provisions of existing collective bargaining agreements between the ASSIGNED PERSONNEL's bargaining unit and their public employer.
11. The COUNTY and METRO agree that all labor disputes arising out of this Agreement shall be governed by the provisions of applicable collective bargaining agreements in effect during this Agreement, and the personnel rules of the COUNTY or PARTICIPATING AGENCY.
12. The COUNTY and METRO acknowledge that the ASSIGNED PERSONNEL will be absent from duty for various reasons, including but not limited to vacation, holiday, illness, injury, training, leave of absence, and administrative leave. The COUNTY and METRO also acknowledge that some employee absences are the result of paid leave that the ASSIGNED PERSONNEL earn and are entitled to take. The COUNTY and METRO also acknowledge that some employee absences are the result of actions taken by the employer, with or without the employee's consent. In accordance with the foregoing acknowledgments, the COUNTY and METRO agree:
 - a) Except as provided in subsection (b) below, the COUNTY will not be responsible or otherwise obligated to replace any ASSIGNED PERSONNEL who is absent due to paid accrued leave, including but not limited to: vacation, holiday, sick leave or who is absent while participating in training directly related to the services required by METRO. However, the COUNTY will make a good faith effort to schedule known, projected absences so as to minimize the impact on the COUNTY's ability to perform under this Agreement.
 - b) The COUNTY or PARTICIPATING AGENCY will replace any ASSIGNED PERSONNEL who is absent due to: 1) vacation time exceeding 10 days during the fiscal year; 2) employer action, including but not limited to training not related to or provided by this Agreement; 3) leave of absence granted at employer's discretion; 4) administrative leave; or 5) absence due to a job related injury covered by worker's compensation.

- c) In the event the COUNTY or PARTICIPATING AGENCY does not replace any ASSIGNED PERSONNEL pursuant to subsection (b) of this section, the COUNTY will not invoice METRO for those personnel costs.

OFFICE SPACE

13. METRO agrees to provide for the COUNTY's use sufficient office space, to include costs for utilities, including telephone service, at METRO's premises or at a site mutually agreed upon by the parties.

EQUIPMENT PURCHASE, USE AND DISPOSITION

14. This Agreement provides for purchase of materials and supplies for the COUNTY's use as provided hereunder. For the purpose of this Agreement, "materials" includes capital equipment with a unit cost of \$1,000 or more. "Supplies" includes any item with a unit cost of less than \$1,000.
15. The COUNTY agrees to purchase all materials and supplies in accordance with Exhibit A1, attached hereto and incorporated by reference herein.
16. The COUNTY and METRO agree that during the term of this Agreement all materials and supplies, including capital equipment, shall be under the exclusive control of the COUNTY for the COUNTY's use in performing its duties hereunder. The COUNTY and METRO further agree that upon termination of this Agreement, all remaining materials and supplies purchased hereunder, including capital equipment, shall be owned by METRO.
17. Notwithstanding the provisions of section 16, METRO hereby grants to the COUNTY an option to purchase from METRO any or all remaining materials and supplies at a price mutually agreed upon by the parties, not to exceed the fair market value of the item at the time of purchase. The COUNTY agrees to give METRO notice of the COUNTY's intent to exercise its option under this section within 60 days following termination of this Agreement.

CONTRACT COSTS

18. METRO shall pay COUNTY for all costs, services performed and materials delivered in the maximum sum of FOUR HUNDRED THIRTY SIX THOUSAND NINE HUNDRED FIVE AND NO/100THS DOLLARS (\$436,905.00). This maximum sum includes all fees, costs and expenses of whatever nature to which COUNTY may become entitled under this Agreement. All costs listed on Exhibit A1, which is the budget for the project prepared by COUNTY, are on a "not to exceed" basis, and shall be billed quarterly for

costs incurred, services performed and materials delivered during the previous quarter. COUNTY shall submit itemized billings to Metro not more frequently than once each calendar year quarter, and Metro shall make payment to Contractor within 30 days of receipt of approved billings.

18-1 METRO shall pay COUNTY the maximum sum of ONE HUNDRED FOURTEEN THOUSAND NINE HUNDRED TWENTY-FIVE AND NO/100THS DOLLARS (\$114,925.00) for all costs identified as "start up costs" on Exhibit A1.

18-2 METRO shall pay COUNTY the maximum sum of THREE HUNDRED TWENTY-ONE THOUSAND NINE HUNDRED EIGHTY AND NO/100THS DOLLARS (\$321,980.00) for all costs incurred, services performed and materials delivered between July 1, 1993 and June 30, 1994.

INDEMNIFICATION AND LIABILITY

19. The COUNTY shall indemnify, defend and hold harmless METRO, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of the ASSIGNED PERSONNEL acting pursuant to the terms of this Agreement.
20. METRO in turn agrees to indemnify, defend and hold harmless the COUNTY, its officers, employees and agents, including ASSIGNED PERSONNEL; from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts errors or omissions of METRO or its assignees.

DISPUTE RESOLUTION

21. While the parties have attempted to make an Agreement anticipating and addressing their concerns, METRO and the COUNTY acknowledge the possibility that a claim, controversy or dispute may arise out of this Agreement. METRO and the COUNTY agree that each party has an obligation and affirmative duty to make a good faith effort to resolve any claim, controversy or dispute, including the giving of timely, written notification thereof to the other party.
22. METRO and the COUNTY agree that all claims, controversies or disputes which arise out of this Agreement, and which have not been resolved through good faith efforts of the parties, shall be resolved by arbitration in accordance with the then effective arbitration rules of the Arbitration Service of Portland or the American Arbitration Association, whichever organization is selected by the party who first initiates arbitration by filing a claim in accordance with the rules of the organization selected, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

CONTRACT ADMINISTRATION

23. The Multnomah County Sheriff or his designated representative will represent the COUNTY in all matters pertaining to administration of this Agreement.
24. METRO designates its Solid Waste Director to represent METRO in all matters pertaining to administration of this Agreement.
25. Any notice or notices provided for by this Agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Multnomah County Sheriff
12240 NE Glisan Street
Portland, OR 97230

Solid Waste Director, METRO
600 N.E. Grand Avenue
Portland, OR 97232

CONTRACT MODIFICATION AND TERMINATION

26. This Agreement shall be effective from the 1st day of July, 1993, and shall run through the 30th day of June, 1994.
27. METRO and the COUNTY agree that in the event either party to this Agreement desires to renew this contract after the expiration thereof, they shall notify the other party within 90 days prior to its expiration.
28. METRO and the COUNTY agree that either party to this Agreement may terminate said Agreement by giving the other party not less than 90 days written notice.
29. METRO and the COUNTY agree that this Agreement may be modified or amended by mutual agreement of the parties. Any modification to this Agreement shall be effective only when incorporated herein by written amendments and signed by both METRO and the COUNTY.

30 This Agreement is not intended to benefit any individual, employee, group of employees, corporation or other legal entity other than the parties to this Agreement. This Agreement shall not be deemed to vest in any third party any rights, nor shall it be deemed to be enforceable by any third party in any legal, equitable or administrative proceeding whatsoever.

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

METRO

MULTNOMAH COUNTY, OREGON

Rena Cusma, Executive Officer

Bob Skipper, Sheriff

DATE: _____

DATE: _____

REVIEWED:
Laurence Kressel,
Multnomah County Counsel

DATE: _____

s:\ck\lb\mcsometr.iga
July 30, 1993

AMENDED "EXHIBIT A1"
Metrol Solid Waste Department - Flow Control Enforcement Contract

SOLID WASTE FLOW CONTROL MANAGEMENT INVESTIGATION

| | Startup Costs | FTE | Ongoing Costs | Total FY 1993-94 |
|------------------------------------|-----------------|-------------|------------------|---------------------|
| Personal Services | | | | |
| Sergeant | \$0 | 1.00 | \$41,136 | \$41,136 |
| Fringes | \$0 | | \$22,781 | \$22,781 |
| Total Personal Services | \$0 | 1.00 | \$63,917 | \$63,917 |
| Materials and Services | | | | |
| Misc. Professional Services | \$2,640 | | \$7,430 | \$10,070 |
| Printing Services | \$0 | | \$3,096 | \$3,096 |
| Communications | \$1,050 | | \$2,728 | \$3,778 |
| Repair & Maint. Services | \$0 | | \$13,848 | \$13,848 |
| Clothing and Uniforms | \$800 | | \$0 | \$800 |
| Training and Education | \$0 | | \$619 | \$619 |
| Travel | \$6,000 | | \$15,480 | \$21,480 |
| Computer Supplies | \$1,800 | | \$0 | \$1,800 |
| Other Operations Supplies | \$2,200 | | \$2,740 | \$4,940 |
| Total M&S | \$14,490 | | \$45,941 | \$60,431 |
| Capital Outlay | | | | |
| Office Furniture & Equipment | \$5,550 | | \$3,096 | \$8,646 |
| Equipment and Vehicles | \$46,200 | | | \$46,200 |
| Total Capital Outlay | \$51,750 | | \$3,096 | \$54,846 |
| Pass-through Costs/Other Agencies | \$0 | 2.00 | \$137,524 | \$137,524 |
| Transfer of indirect Costs | \$0 | | \$5,515 | \$5,515 |
| TOTAL BUDGET - FLOW CONTROL | \$66,240 | 3.00 | \$255,993 | \$322,233 |

ILLEGAL DUMP SITE CLEAN UP

| | | | | |
|---------------------------------------|------------------|-------------|------------------|------------------|
| Personal Services | | | | |
| Corrections Officer | \$0 | 1.00 | \$32,430 | \$32,430 |
| Fringes | \$0 | | \$18,400 | \$18,400 |
| Total Personal Services | \$0 | 1.00 | \$50,830 | \$50,830 |
| Materials and Services | | | | |
| Misc. Professional Services | \$1,040 | | \$1,077 | \$2,117 |
| Repair & Maint. Services/Supplies | \$0 | | \$7,920 | \$7,920 |
| Clothing and Uniforms | \$1,300 | | \$0 | \$1,300 |
| Other Operations Supplies | \$1,500 | | \$867 | \$2,367 |
| Total M&S | \$3,840 | | \$9,864 | \$13,704 |
| Capital Outlay | | | | |
| Equipment and Vehicles | \$40,940 | | \$0 | \$40,940 |
| Transfer of Indirect Costs | \$3,905 | | \$5,293 | \$9,198 |
| TOTAL BUDGET - ILLEGAL CLEANUP | \$48,685 | 1.00 | \$65,987 | \$114,672 |
| TOTAL OF BOTH PROGRAMS | \$114,925 | 4.00 | \$321,980 | \$436,905 |

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 93-1792A, FOR THE PURPOSE OF AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN METRO AND THE MULTNOMAH COUNTY SHERIFF'S OFFICE FOR THE PURPOSE OF PROVIDING GENERAL INVESTIGATIVE SERVICES, ASSISTANCE IN SOLID WASTE FLOW CONTROL ENFORCEMENT AND ILLEGAL DUMP SITE CLEANUP

Date: August 5, 1993

Presented by: Councilor McLain

Committee Recommendation: At the August 3 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 93-1792A. Voting in favor: Councilors Buchanan, McFarland, McLain, Washington and Wyers.

BACKGROUND

The purpose of this resolution is to provide for an agreement with the Multnomah County Sheriff's Office to enhance Metro's flow control enforcement program and provide for cleanup of selected illegal dumpsites. The agreement will be entered into upon Council approval and will end on June 30, 1994.

FLOW CONTROL ENFORCEMENT

The agreement is divided into two components. First, the Multnomah County Sheriff's Office will make three officers available to Metro for the primary purpose of conducting flow control enforcement investigations. It was initially proposed that Clackamas, Multnomah and Washington County would each contribute one officer to the program, but further discussions among the affected sheriffs resulted in a revised proposal under which Multnomah County will contribute all three officers for the program. Through various existing cooperative agreements, these officers will have enforcement authority in Clackamas and Washington Counties.

Staff believes that at least some portion of the tonnage decline experienced in recent years can be attributed to persons engaged in illegal dumping or other activities that allow them to circumvent paying disposal fees. Staff contends that the presence of trained officers will improve flow control enforcement and act as a deterrent to future illegal activities.

Under the provisions of the agreement, the assigned officers would remain employees of the sheriff's office. But, Metro would retain the right to have any of the assigned officers removed and replaced by another officer. The officers will be stationed at Metro Regional Headquarters. The specific services to be provided by the officers include:

- 1) enforcement of all ordinances related to flow control investigation and waste management,

- 2) compliance-related surveillance of persons involved in solid waste collection, treatment and disposal,
- 3) background investigations of prospective solid waste vendors or contractors,
- 4) formal investigations of existing vendors or contractors at Metro's request, and
- 5) criminal intelligence briefings related to any involvement of the solid waste industry with organized crime.

It is anticipated that the Solid Waste Department will designate one of its staff to act as an enforcement coordinator. This individual will work with the Office of General Counsel to provide direction to the sheriff's office concerning the type, scope and nature of the investigations to be conducted.

The budget for this element of the agreement is \$322,233, including \$66,240 in startup costs and \$255,993 in ongoing costs. The major component of the startup costs is \$51,750 for equipment and vehicle purchases for the three officers. The major component of the ongoing costs is officer salaries and fringe benefits which will be approximately \$180,000 depending on the experience of the assigned officers.

ILLEGAL DUMPSITE CLEANUP

The second element of the agreement involves illegal dumpsite cleanup. The sheriff's office will provide an inmate work crew and a supervising corrections officers for Metro's use in cleaning up selected illegal dumpsites. This work crew would work in response to Metro requests for site cleanup. Staff indicates that it has a backlog of illegal sites that could keep the work crew busy throughout the length of the agreement.

Staff stated that priority will be given to cleaning up sites in which Metro has an investigatory interest. Staff also indicated that it will work with local governments and non-profit organizations that engage in cleanup activities to coordinate their activities and avoid duplication.

The budget for illegal dumpsite cleanup is \$114,672, including \$48,685 in startup costs and \$65,987 in ongoing costs. The startup costs include \$40,940 for equipment and vehicle purchase. A total of \$50,830 of the ongoing costs represent the salary and fringe benefits of the corrections officer who will supervise the work crew.

COMMITTEE ISSUES/DISCUSSION

Initial discussion of the proposed agreement occurred during Council consideration of the FY 1993-94 budget. Limited information was available as the agreement had not been finalized.

As initially proposed, the agreement would have run from April 1993 through June 1994. The proposed budget was \$458,000. The Council approved this amount with a budget note which provided that when the agreement was submitted for consideration, the Council reserved the right to alter the scope, nature and budget of the agreement.

The agreement was submitted for consideration in late June. The Solid Waste Committee considered the agreement at its July 6, July 20 and August 3 meetings.

Numerous issues that had emerged during the budget deliberations were reviewed by the committee. These included:

Use of Civil (Internal) vs. Criminal (External) Staff. Questions were raised concerning the need to use criminal law enforcement officers for flow control enforcement or whether such enforcement work could be performed by Metro staff specifically hired for this purpose. Staff and representatives from the sheriff's office noted that law enforcement officers have special investigatory training, have the real authority to immediately arrest violators and are trained to deal with belligerent people in potentially dangerous situations. They also were doubtful about Metro's ability to hire qualified personnel and expressed concern about potential safety and liability issues if Metro personnel were directly involved in enforcement activities.

Program Management. Several councilors asked questions related to how the enforcement and illegal dumpsite programs would be managed internally. Staff responded that it intends to identify an existing staff person to act as a full-time program coordinator. This individual would receive reports of potential violations and conduct an initial evaluation. The coordinator would then work with department management and the Office of General Counsel to identify whether further action was needed and the type of enforcement action that might be sought. A determination would then be made concerning the potential involvement of the sheriff's staff.

Existing Contracted Investigative Staff. Metro currently contracts for solid waste investigative services. A question was raised concerning the current use and potential future use of this investigator. Staff indicated that many types of investigations required specialized skills that could best be provided by a trained law enforcement officer. Until the proposed agreement is approved and becomes operational, Metro would continue to use the contracted private investigator.

Current Availability of Sheriff's Office Investigative Services. A question was raised as to whether the criminal investigative services of the sheriff's office would not be available to Metro even if the agreement were not adopted. Representatives from the sheriff's office noted that, while such services are generally available, heavy office workload often requires that cases must be prioritized. Metro's requests would be competing with cases

involving violent crime, drugs and other serious offenses. In such cases, the sheriff's might not be able to respond to Metro's needs.

Illegal Dumpsite Cleanup. Some councilors expressed concern that the agreement could result in Metro becoming the sole entity responsible for illegal dumpsite cleanup in the region. Staff indicated that it was not its intent to respond to every request for dumpsite cleanup. The focus of the program would be on sites in which Metro has investigative interest and those sites that Metro staff has already identified as chronic and in need of cleanup.

RESOLUTION AMENDMENTS

At the August 3 meeting, staff presented a revised agreement that reflected reductions in the proposed budget for both the enforcement and illegal dumpsite cleanup components. The revisions were made because certain costs had been inadvertantly counted as both startup and ongoing program costs. As a result, the total budget was reduced from the original request of \$458,000 to \$436,905. In addition, staff noted that the program would be starting later than expected and, therefore, certain ongoing costs will be less then originally forecasted. The committee adopted the revised budget and agreement.