

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 94-1952
AN INTERGOVERNMENTAL)
AGREEMENT WITH CLACKAMAS) Introduced by Rena Cusma,
COUNTY TO PROVIDE LITTER) Executive Officer
COLLECTION SERVICES)

WHEREAS, Metro entered into an intergovernmental agreement on June 26, 1992 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, 1994; 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 Metro Council, 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 Metro Council this 12th day of May,

1994.


Judy Wyers, Presiding Officer

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, entered into under the provisions of ORS Chapter 190, is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, 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, 1994, through and including June 30, 1996.

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 \$62,000.00; and

2. To make such compensation payments on a monthly basis within thirty (30) days of receipt of the County's invoice; and
3. To provide full information regarding its requirements for services to be provided and to notify the County of any changes in the overall Scope of Work.

Both Parties Agree:

1. That this Contract may be terminated by either party upon at least thirty (30) days written notice to the other; and
2. That in the event of termination, Metro shall pay the County for services performed prior to the date of termination; and
3. That 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

METRO

Chair

By: _____

Commissioner

Title

Date

Date

APPROVED:

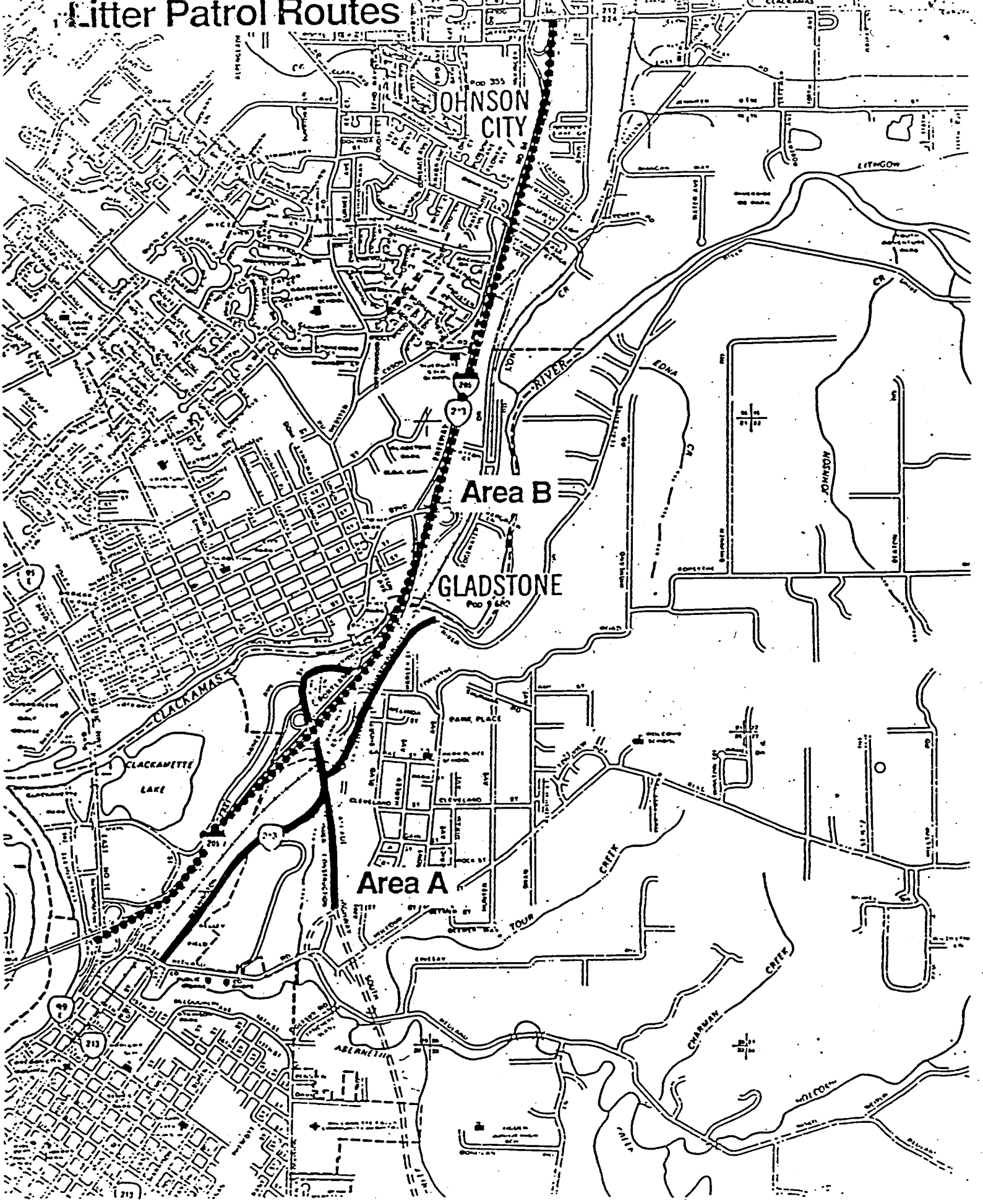
APPROVED AS TO FORM:

Executive Director,
Department of Transportation and Development

County Counsel

RB:clk
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Litter Patrol Routes



STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 94-1952 FOR THE PURPOSE OF AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CLACKAMAS COUNTY TO PROVIDE LITTER COLLECTION SERVICES

April 7, 1994

Presented By: Sam Chandler

PROPOSED ACTION

Adopt Resolution No. 94-1952 approving an Intergovernmental Agreement with the Clackamas County Department of Transportation and Development to provide litter collection services in the area of the Metro South Transfer Station.

FACTUAL BACKGROUND AND ANALYSIS

Metro entered into an Intergovernmental Agreement on June 26, 1992 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, 1994.

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

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

BUDGET IMPACT

The total amount of the existing contract is \$59,600. The proposed new contract shall not exceed \$62,000 for the period of July 1, 1994 through June 30, 1996. The proposed budget for fiscal year 1994-95 provides \$31,700 for litter collection for the Metro South Station area. Expenditures are expected to total \$31,700 for FY 94-95.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 94-1952.

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 \$12.50 per hour for each of two supervisors when the collection crews are working. Beginning July 1, 1995, the hourly rate for crew supervisors shall increase to \$13.00 per hour for each of two supervisors.
7. 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.
14. Metro shall pay Contractor for services performed and materials delivered in the maximum sum of SIXTY-TWO THOUSAND AND NO/100THS DOLLARS (\$62,000.00). This maximum sum includes all fees, costs and expenses of any nature whatsoever. Each of Metro's payments to Contractor shall equal a percentage of the total contract price, and that percentage shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once per month. Send invoices to Metro, Attention Solid Waste Department. Metro shall pay Contractor within thirty (30) days of receipt of an approved invoice.

RB:clk
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METRO

600 NE Grand Ave.
Portland, OR 97232
(503) 797-1700

Procurement Review Summary

To: Procurement and Contracts Division

Vendor

From

Date April 7, 1994

Clackamas County Department
of Transportation & Develop.

Department Solid Waste

Subject

902 Abernathy Road

Division Operations

Oregon City, OR 97045-1100

Name Ray Barker

Bid

Contract

Vendor no. 389

RFP

Other

Contract no. 903634

Title Asst. Operations Manager

Extension 1694

Purpose Litter Collection, MSS

Expense

Procurement Personal/professional services Services (L/M) Construction IGA

Revenue

Budget code(s)

531-310274-524190-75000

Price basis

Term

Contract

Unit

Completion

Grant

Total

Annual

Other

Other

Multi-year**

This project is listed in the
199 4 -199 5 budget.

Payment required

July 1, 1994
Beginning date

Yes

Type A

Lump sum

June 30, 1996

No

Type B

Progress payments

Ending date

Total commitment

Original amount

\$ 62,000.00

Previous amendments

\$

This transaction

\$ 62,000.00

Total

\$ 62,000.00

A. Amount of contract to be spent fiscal year 1994-1995

\$ 30,700.00

B. Amount budgeted for contract Misc. Professional Services

\$ 60,700.00

C. Uncommitted/discretionary funds remaining as of 4/7/94

\$ 60,700.00 ***

Approvals

Division manager

Department director

Labor

Fiscal

Budget

Risk

Legal

Competitive quotes, bids or proposals:

Submitted by _____	\$Amount _____	M/W/DBE _____	Foreign or Oregon Contractor _____
Submitted by _____	\$Amount _____	M/W/DBE _____	Foreign or Oregon Contractor _____
Submitted by _____	\$Amount _____	M/W/DBE _____	Foreign or Oregon Contractor _____

Comments: _____

- Attachments:
- Ad for bid
 - Plans and specifications
 - Bidders list (M/W/DBEs included)

Instructions:

1. Obtain contract number from procurement division.
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. Less than \$2,500, attach memo detailing need for contract and contractor's capabilities, bids, etc.
 - C. More than \$2,500, attach quotes, evaluation form, notification of rejection, etc.
 - D. More than \$10,000 or \$15,000 attach RFP or RFB respectively.
 - E. More than \$50,000, attach agenda management summary from council packet, bids, RFP, etc.
4. Provide packet to procurement for processing.

Special program requirements:

General liability: _____ / _____ / _____

Liquidated damages \$ _____ day

<input type="checkbox"/> Workers comp	<input type="checkbox"/> Prevailing wages
<input type="checkbox"/> Auto	<input type="checkbox"/> Non-standard contract
<input type="checkbox"/> Professional liability	<input type="checkbox"/> Davis/Bacon

Dates:

Ads _____ (Publication) _____

Pre-bid meeting _____ Bid opening** _____

Filed with council _____ For action _____

Filed with council committee _____ For hearing _____

Project estimate: _____

Funding:

- Local/state
- Federal
- Other

Bond requirements:

_____ % Bid \$ _____

_____ % Performance \$ _____

_____ % Performance \$ _____

_____ % L/M \$ _____

* Separate bonds required if more than \$50,000.

** Minimum period: two weeks from last day advertised.

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 94-1952, FOR THE PURPOSE OF AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH CLACKAMAS COUNTY TO PROVIDE LITTER COLLECTION SERVICES

Date: May 5, 1994

Presented by: Councilor McLain

Committee Recommendation: At the May 3 meeting, the Committee voted 5-0 to recommend Council adoption of Resolution No. 94-1952. Voting in favor: Councilors Hansen, McFarland, McLain, Monroe and Wyers. Councilor Buchanan was absent.

Committee Issues/Discussion: Historically, Metro has entered into a series of intergovernmental agreements with Clackamas County to provide litter collection services along 1-205 and other roads that service the users of Metro South. Under these agreements, Metro has provided the funding for the litter patrol crews that have been provided by the county. The existing two-year agreement will expire on June 30, 1994.

Sam Chandler, Solid Waste Operations Manager, explained that a new two-year IGA includes the same scope of work as the existing agreement. The maximum amount to be paid under the agreement would be \$62,000, an increase of \$2,400 from the current agreement.