

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING AN) RESOLUTION NO. 95-2100
INTERGOVERNMENTAL AGREEMENT)
WITH MULTNOMAH COUNTY TO) Mike Burton, Executive Officer
PROVIDE LANDSCAPE MAINTENANCE)
SERVICES)

WHEREAS, Metro has the responsibility of properly maintaining the grounds of its solid waste facilities; and

WHEREAS, The existing contract for maintaining the Metro South Station grounds expires on March 31, 1995; and

WHEREAS, It is more cost effective to have a supervised inmate work crew perform the necessary landscape maintenance services than having a private contractor perform this work; and


WHEREAS, The Multnomah County Sheriff's Office (MCSO) has correction officers trained and experienced in managing inmate work crews; and

WHEREAS, The MCSO is able and prepared to provide the landscape maintenance services required by Metro; and

WHEREAS, The Executive Officer has reviewed the Intergovernmental Agreement with the Multnomah County Sheriff's Office to provide landscape maintenance 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 2.04.022(a)(1), authorizes the Executive Officer to enter into an Intergovernmental Agreement with the Multnomah County Sheriff's Office (Exhibit A) to provide landscape maintenance services.

ADOPTED by the Metro Council this 2 day of March, 1995.


J. Ruth McFarland, Presiding Officer



METRO

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

Procurement Review Summary

To: Procurement and Contracts Division

Vendor

From

Date January 25, 1995

Multnomah County Sheriffs Office

Department Solid Waste

12240 NE Glisan Street

Division Operations

Subject

Portland, OR 97230

Name Ray Barker

Bid

Contract

Vendor no. 10501

Title Assistant Operations Mgr.

RFP

Other

Contract no. 904122

Extension 1694

Purpose Landscape Maintenance

Expense

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

Revenue

Contract

Grant

Other

Budget code(s)
531-310283-524190-75000

531-310284-524190-75000

Price basis

Unit \$191.00/day

Total

Other

Term

Completion

Annual

Multi-year**

This project is listed in the
1995 -1996 budget.

Yes Type A

No Type B

Payment required

Lump sum

Progress payments

April 1, 1995

Beginning date

June 30, 1996

Ending date

Total commitment	Original amount	\$ <u>28,650.00</u>
	Previous amendments	\$ _____
	This transaction	\$ <u>28,650.00</u>
	Total	\$ <u>28,650.00</u>
	A. Amount of contract to be spent fiscal year <u>94-95/95-96</u>	\$ <u>5,730.00/ 22,920.00</u>
	B. Amount budgeted for contract <u>Misc. Prof. Services</u>	\$ <u>1,545,591.00/1,582,942.00</u>
	C. Uncommitted/discretionary funds remaining as of <u>1/13/95</u>	\$ <u>1,139,205.81/1,582,942.00</u> ***

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:	Project estimate: _____
Ads _____ (Publication) _____	Funding:
Pre-bid meeting _____	<input type="checkbox"/> Local/state
Filed with council _____	<input type="checkbox"/> Federal
Filed with council committee _____	<input type="checkbox"/> Other
Bid opening** _____	
For action _____	
For hearing _____	

Bond requirements:

_____ % Bid \$ _____	_____ % Performance/payment* \$ _____
_____ % Performance \$ _____	_____ % LM \$ _____

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

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

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, entered into under the provisions of ORS Chapter 190.010 et seq. and ORS 206.345 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 Multnomah County Sheriff's Office (MCSO), jointly with and on behalf of Multnomah County (County). Metro, MCSO, and County will be referred to collectively as "parties" hereafter.

WHEREAS, Metro is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

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 the provisions of 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 the provisions of ORS 206.345; and

WHEREAS, Metro desires to contract with the County for the performance of certain functions related to Metro's purpose and authority, to be performed by the County through the MCSO; and

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

IT IS MUTUALLY AGREED AS FOLLOWS:

I. Inmate Work Crews

- a) MCSO agrees to provide, at Metro's request, a supervised inmate work crew to perform general labor, including but not limited to grounds maintenance, yard and nursery work, light carpentry, painting, and debris removal, at sites owned, operated, or managed by Metro. Grounds maintenance includes, but is not limited to cutting grass, edging grass, mulching, weed control, trimming trees and shrubs, fertilizing grass and flowers, debris removal, and maintenance of irrigation system.
- b) MCSO agrees to provide a supervised inmate work crew a minimum of five days per month and a maximum of ten days per month to perform the services provided under this agreement.
- c) MCSO agrees that each inmate work crew provided under this agreement will be supervised by one or more corrections officers trained and experienced in managing inmate work crews.
- d) MCSO agrees that each inmate work crew provided under this agreement will be comprised of sentenced, local inmates eligible for outside public works and who pose a minimal threat to the public;
- e) MCSO agrees that each work crew vehicle will be radio-equipped, self-contained, and furnished with hand and power tools appropriate for each job. The parties further agree that if the work crew does not have in its own inventory the tools or equipment required to perform the job requested by Metro, then MCSO may lease the equipment required and include the costs of such equipment rental in its bill to Metro.

- f) Metro agrees to provide all materials, including but not limited to paint, nursery stock, lumber and similar building materials, required for the work performed or services provided under this agreement.

II. Hazardous Materials Exception

The parties agree that:

- 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) No inmate work crew provided under this agreement shall 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.

III. Compensation

- a) Metro agrees to pay to MCSO for services rendered under this agreement an amount not to exceed TWENTY-EIGHT THOUSAND, SIX HUNDRED FIFTY AND NO/100THS DOLLARS (\$28,650.00), which represents a maximum one hundred fifty (150) days of service at the rate of \$191.00 per day.
- b) MCSO agrees to bill Metro on the last working day of each calendar month. Metro agrees to pay MCSO within thirty (30) days of receipt of MCSO's monthly invoice.

IV. Personnel Matters

- a) The parties agree that the corrections officers provided hereunder by MCSO (hereinafter, "Assigned Personnel") shall be and remain employees of the County. All Assigned Personnel shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of MCSO.
- b) The parties agree that 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.
- c) The County agrees to maintain workers' compensation insurance coverage for its Assigned Personnel, either as a carrier insured employer or a self-insured employer as provided in ORS chapter 656.
- d) The parties 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.
- e) The parties 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.

V. Indemnification and Liability

- a) Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, MCSO and 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 MCSO personnel acting pursuant to the terms of this agreement.
- b) Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, Metro shall indemnify, defend, and hold harmless County and MCSO, their 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 Metro personnel acting pursuant to the terms of this agreement.

VI. Dispute Resolution

Any dispute arising from this agreement shall be resolved in the manner provided by Section 5 of the intergovernmental agreement (Multnomah County Contract No. 301174), entered into by and between Metro and Multnomah County relating to the transfer of operation and management of County parks to Metro.

VII. Contract Administration

- a) MCSO designates Sergeant David Keith, Work Crew Supervisor, to represent MCSO in all matters pertaining to administration of this agreement.
- b) Metro designates Penny Erickson, Senior Site Manager, to represent Metro in all matters pertaining to administration of this agreement.

- c) 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 US mail, postage prepaid, and addressed to:

John Bunnell
Multnomah County Sheriff
12240 NE Glisan St.
Portland, OR 97230

Todd Sadlo
Office of General Counsel
600 NE Grand Ave.
Portland, OR 97232-2736

VIII. Contract Modification and Termination

- a) This agreement shall be effective from the 1st day of April 1995, and shall run through the 30th day of June 1996.
- b) The parties agree that in the event the parties to this agreement desire to renew this contract after the expiration thereof, they shall notify the other parties within ninety (90) days prior to its expiration.
- c) The parties agree that any party to this agreement may terminate said agreement by giving the other party(s) not less than ninety (90) days written notice.
- d) The parties 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 Multnomah County Sheriff, and approved by the Multnomah County Board of Commissioners.

- IX. Severability.** If any portion of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken.

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

MULTNOMAH COUNTY, OREGON

METRO

Name

Name

Title

Title

Date

Date

APPROVED:

Name

RB:gbc
SABARK\CONTRACT\904122IGA

M E M O R A N D U M

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
TEL 503 797 1700 | FAX 503 797 1797



METRO

DATE: February 17, 1995

TO: Councilor Jon Kvistad
John Houser
~~Susan Lee~~ *MARILYN SCARY - SYMONS*

FROM: Cathy Ross

RE: Resolution 95-2100 For The Purpose Of Authorizing An Intergovernmental Agreement With Multnomah County To Provide Landscape Maintenance Services.

The attached resolution has been filed with the council office and will be on the March 2, 1995 agenda. This is being sent to you because it is proposal for landscape maintenance at solid waste facilities.

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 95-2100 FOR THE PURPOSE OF AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH MULTNOMAH COUNTY TO PROVIDE LANDSCAPE MAINTENANCE SERVICES

Date: February 3, 1995

Presented by: Sam Chandler

PROPOSED ACTION

Adoption of Resolution No. 95-2100 approving an Intergovernmental Agreement with the Multnomah County Sheriff's Office to provide a supervised inmate work crew to perform landscape maintenance services at Metro South Station and at St. Johns Landfill.

FACTUAL BACKGROUND AND ANALYSIS

Metro has the responsibility of properly maintaining the grounds at its solid waste facilities. Currently, the Metro South Station grounds are maintained by a private landscape company, Island Landscape. The contract with Island Landscape expires on March 31, 1995. The grounds at Metro Central Station are maintained by Trans Industries, as provided in the station's operating contract.

It has been determined that it is more cost effective to have a supervised inmate work crew from the Multnomah County Sheriff's Office (MCSO) perform the landscape maintenance services at Metro South Station and at St. Johns Landfill than having a private contractor perform the work. MCSO will provide a four-person work crew for \$191 per day. The current private contractor charges \$249 per day for a two-person work crew.

The proposed Intergovernmental Agreement (IGA) with the MSCO provides grass cutting, edging grass, mulching, weed control, trimming trees and shrubs, fertilizing grass and flowers, and debris removal. It also provides for general labor, such as light carpentry and painting.

Under the agreement, MCSO would provide a work crew a minimum of five days per month (and a maximum of ten days per month) to perform the necessary services. The crew would be supervised by one or more correction officers trained and experienced in managing inmate work crews. The cost would be \$191 per day for crew and supervisor(s). The term of the IGA is April 1, 1995 through June 30, 1996.

BUDGET IMPACT

The total amount of the proposed IGA is \$28,650. Estimated expenditures for FY 1994-95 are \$5,730; and \$22,920 for FY 1995-96. The budgets for both fiscal years provide sufficient amounts to cover the costs of the IGA.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 95-2100.