

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 96-2294
AN INTERGOVERNMENTAL AGREEMENT)
WITH MULTNOMAH COUNTY TO PROVIDE) Introduced by Mike Burton
LITTER COLLECTION SERVICES) Executive Officer

WHEREAS, Metro has the responsibility to collect roadside litter in the area near the Metro Central Transfer Station located at 6161 NW 61st Avenue, Portland; and

WHEREAS, Multnomah County has the ability to provide Metro litter pick-up service by the PayBack Program, a restitution program for youth referred through the County's Department of Juvenile Justice Services Adjudication, Probation or Diversion Units; and

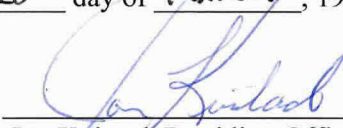
WHEREAS, An intergovernmental agreement has been negotiated with Multnomah County to provide litter collection services in the area near the Metro Central Transfer Station; and

WHEREAS, The resolution was submitted to the Executive Officer for consideration and was forwarded to the Metro Council for their 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 Multnomah County, attached as Exhibit "A", to provide litter collection services in the area of the Metro Central Transfer Station.

ADOPTED by the Metro Council this 28th day of March, 1996.



Jon Kvistad, Presiding Officer

Approved as to Form:



Daniel B. Cooper, General Counsel

RRB:aeY
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EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is between METRO, Regional Environmental Management, Environmental Services Division, hereinafter referred to as "METRO", and MULTNOMAH COUNTY, Department of Juvenile Justice Services, hereinafter referred to as "COUNTY".

WITNESSETH:

1. Term: The term of this Agreement shall be from August 1, 1995 to and including June 30, 1997 unless sooner terminated under the provisions hereof.

2. Services: This Agreement provides for a twice weekly litter pick-up service by the PayBack Program, a restitution program for youth referred through the COUNTY's Department of Juvenile Justice Services Adjudication, Probation or Diversion Units.

3. SCOPE OF COUNTY SERVICES:

A. The COUNTY shall provide to METRO those services set out below:

- 1) Provide a COUNTY Crew Leader for the youth crew;
- 2) Screen youth for appropriate crew composition;
- 3) Provide transportation for youth crew to and from activity site;
- 4) Provide continuous on-site supervision of youth crew;
- 5) Provide twice weekly litter pick-up services on road sides along the established route (Both sides of the road on NW Front Avenue from NW Kitridge to NW 61st, NW 61st to Hwy. 30, Hwy 30 to St. Johns Bridge on/off ramp and Hwy 30 to NW Kitridge, NW Kitridge to NW Front Avenue.);
- 6) Deliver bagged litter to METRO Central Transfer Station disposal site.

B. Services will be performed through the term of the Agreement.

4. SCOPE OF METRO SERVICES:

A. To assist the COUNTY in carrying out its obligations hereunder, METRO or it's designee shall perform the services set out below:

- 1) Provide instructions, as needed, to COUNTY supervisors;
- 2) Inspect sites after completion;
- 3) Provide gloves and road safety vests for the youth crew;
- 4) Provide two portable road signs which alert traffic of the presence of crews on shoulders of the road;
- 5) Provide trash collection bags;
- 6) Accept bagged refuse at specified disposal site free of charge;

B. Services will be performed throughout the term of the Agreement.

INTERGOVERNMENTAL AGREEMENT

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5. **COMPENSATION:** METRO agrees to pay COUNTY \$1,900 per month, up to 22,800 annually for performance of those services provided hereunder.
6. **BILLING AND PAYMENT PROCEDURES:** The COUNTY's billing and METRO's payment procedures shall be as set out below:
 - A. COUNTY agrees to invoice METRO quarterly at the end of each quarter throughout the term of this Agreement retroactively from August 1, 1995 through September, 1995 for \$3,800, and for October through December 1995 for \$5,700, and \$5,700 each quarter thereafter throughout the term of this agreement.
 - 1) COUNTY agrees to invoice METRO at the end of each quarter and mail them to:

METRO
Regional Environmental Management Department
600 NE Grand Avenue
Portland, OR 97232
 - 2) METRO agrees to notify COUNTY within 30 days if any change in the designated contact person for COUNTY occurs during the term of this agreement. COUNTY may contact:

Ray Barker, Management Assistant
Phone: (503) 797-1694
Fax: (503) 797-1795
 - B. METRO agrees to remit payment to COUNTY within 30 days of receipt of invoice from COUNTY.
 - 1) METRO agrees to make a check payable to Multnomah County and mail it to:

Department of Juvenile Justice Services
1401 NE 68th Avenue
Portland, OR 97213
 - 2) COUNTY agrees to notify METRO if any change in their designated contact person for METRO occurs during the term of this agreement. METRO may contact:

Teresa Jones, Operations Supervisor
Phone: 248-3212
Fax: 248-3218
 - C. COUNTY agrees to provide METRO, as part of the quarterly invoice statement, a report that indicates number of days worked and total weight of debris picked up during the invoiced quarter.
7. **CONFIDENTIALITY:** METRO agrees to keep all COUNTY information confidential in accordance with state and federal statutes and rules governing confidentiality.

INTERGOVERNMENTAL AGREEMENT

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8. **INDEMNIFICATION AND INSURANCE COVERAGE:** The County shall hold harmless, defend, and indemnify METRO and its officers, agents, and employees against all claims, demands, actions, and suits or expenses brought against any of them arising from the COUNTY's work under the terms of this Contract.
 - A. METRO shall hold harmless, defend, and indemnify the COUNTY and its officers, agents and employees against all claims, demands, actions, and suits or expenses of any nature resulting from or arising out of the acts, errors or omissions of METRO or its officers, agents or employees who are under the direct supervision and control of METRO or its officers, agents or employees.
 - B. Insurance shall be the responsibility of the COUNTY. METRO may, upon request, obtain a declaration from the COUNTY that the COUNTY is self-insured for public liability and property damage.
9. **WORKER'S COMPENSATION INSURANCE:** COUNTY maintains Worker's Compensation insurance coverage for all employees as a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.
10. **MODIFICATION:** Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.
11. **INTEGRATION:** This Agreement including any attachments incorporated herein, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.
12. **NONVIOLATION OF TAX LAWS:** The COUNTY hereby certifies under penalty of perjury that to the best of COUNTY's knowledge, COUNTY is not in violation of any Oregon tax laws described in ORS 305.380(4).
13. **SEVERABILITY:** If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.
14. **EARLY TERMINATION:** This Agreement may be terminated by either party prior to the expiration of the agreed-upon term:
 - A. Upon 30 days written notice to the other, delivered by certified mail or in person or;
 - B. Immediately upon mutual written consent of the parties or at such time as the parties agree.
 - C. Upon termination, unless Contract obligations have already been suspended, payment to the COUNTY shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by COUNTY against METRO under this Agreement.

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

MULTNOMAH COUNTY, OREGON

By: _____
Title: _____
METRO
Date: _____

By: Don Sultman Vice-Chair
for Beverly Stein, Chair
Board of County Commissioners
Date: January 25, 1996

APPROVED AS TO FORM:

By: _____
Title: _____
METRO COUNSEL
Date: _____

By: [Signature]
Elyse Clawson, Director
Department of Juvenile Justice Services
Date: 12/19/95

By: Jann O. Brown
Jann Brown
Program Manager
Date: 1/31/96

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By: Katie Hart
Assistant County Counsel
Date: 1/12/96

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-7 DATE 1/25/96
DEB BOGSTAD
BOARD CLERK

TRANSMITTAL SUMMARY

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
 TEL 503 797 1700 | FAX 503 797 1799



METRO

To: Risk and Contracts Management

From:	<u>Date December 11, 1995</u>	<u>Vendor Multnomah County</u>
Department REM	Subject	<u>Dept. Juvenile Justice Services</u>
Division ES	<input type="checkbox"/> Bid	<u>1401 NE 68th Avenue</u>
Name Ray Barker	<input checked="" type="checkbox"/> Contract	<u>Portland, OR 97213</u>
Title Management Assistant	<input type="checkbox"/> RFP	<u>Vendor no.</u>
Extension x1694	<input type="checkbox"/> Other	<u>Contract no. 904571</u>
	Purpose	
	<u>Litter pick-up near Metro Central Station.</u>	

Expense

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

Revenue	Budget code(s)	Price basis	Contract term
<input type="checkbox"/> Contract	<u>531-310252-52190-75000</u>	<input checked="" type="checkbox"/> Unit prices, NTE \$1,900	<input type="checkbox"/> Completion*
<input type="checkbox"/> Grant	_____	<input type="checkbox"/> Per task	<input type="checkbox"/> Annual
<input type="checkbox"/> Other	_____	<input type="checkbox"/> Total/lump sum	<input checked="" type="checkbox"/> Multi-year**
	This project is listed in the	Payment required	<u>August 1, 1995</u>
	199_5_-199_6_ budget.	<input type="checkbox"/> Lump sum	<u>Beginning date*</u>
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Type A	<input checked="" type="checkbox"/> Progress payments	<u>June 30, 1997</u>
	<input checked="" type="checkbox"/> No <input type="checkbox"/> Type B		<u>Ending date</u>

Total commitment	Original amount	<u>\$ 43,700</u>
	Previous amendments	<u>\$</u>
	This transaction	<u>\$ 43,700</u>
	Total	<u>\$ 43,700</u>
	A. Amount of contract to be spent fiscal year <u>1995 -96</u>	<u>\$ 20,900</u>
	B. Amount budgeted for contract <u>Misc. Prof. Services</u>	<u>\$1,280,786.00</u>
	C. Uncommitted/discretionary funds remaining as of <u>12/1/95</u>	<u>\$ 947,541.25</u> ***

Approvals

Project manager

Division manager

Department director

Fiscal

Budget manager

Risk

Legal

* See Instructions on reverse. ** If multi-year, attach schedule of expenditures. *** If A or B is greater than C, and other line item(s) used, attach explanation/justification.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 96-2294 FOR THE PURPOSE OF AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH MULTNOMAH COUNTY TO PROVIDE LITTER COLLECTION SERVICES

Date: February 5, 1996

Presented by: Terry Petersen

PROPOSED ACTION

Adoption of Resolution No. 96-2294 would authorize an intergovernmental agreement with Multnomah County to provide litter pick-up service in the area of the Metro Central Transfer Station.

FACTUAL BACKGROUND AND ANALYSIS

Metro is responsible (per mitigation agreements) for the collection of litter from the roadsides near its transfer stations. Litter pick-up for the area near the Metro Central Station has been provided by Trans Industries since the station opened in January 1991. Trans Industries subcontracted the litter pick-up work to the Boys Club of Portland until July 1995. The Boys Club is no longer able to provide this service. Since July, Multnomah County's PayBack Program, a restitution program for youth referred through the County's Department of Juvenile Justice Services, has provided the litter pick-up service through a verbal agreement with Trans Industries. Multnomah County's general counsel has advised the PayBack program that it cannot legally contract with a for-profit entity such as Trans Industries. Therefore, other arrangements must be made for litter pick-up service.

It is proposed that Metro enter into an intergovernmental agreement with Multnomah County to provide litter pick-up service for the roadsides near the Metro Central Station. Under the proposed agreement, Metro would pay the County \$1,900 per month for the service.

If the agreement with Multnomah County is approved, Metro would amend the contract with Trans Industries to transfer the responsibility for providing litter pick-up from Trans Industries to Metro, and credit Metro for providing the litter pick-up service. Proposed Change Order No. 17 to the Metro Central Station contract would credit Metro \$2,090 per month (\$1,900 for Metro's payment to the County, plus 10% for Metro's contract administration costs).

The proposed agreement provides twice weekly litter pick-up on both sides of the road on NW Front Avenue from NW Kittridge to NW 61st, NW 61st to Highway 30, Highway 30 to St. Johns Bridge on/off ramp and Highway 30 to NW Kittridge, NW Kittridge to NW Front Avenue.

Litter pick-up would be provided by a youth crew through the PayBack Program. The County provides a Crew Leader for the youth crew and continuous on-site supervision. The County screens the youth for appropriate crew composition.

Under the agreement Metro is responsible for providing instructions, as needed, to County supervisors; inspecting sites after completion; providing gloves and road safety vests for the youth crew; providing portable road signs to alert traffic of the presence of the work crew; providing trash collection bags; and accepting the refuse at the transfer station at no cost to the County.

The term of the proposed agreement is August 1, 1995 through June 30, 1997.

BUDGET IMPACT

The total amount of the proposed contract is \$43,700. Litter pick-up costs shall not exceed \$20,900 for the period of August 1, 1995 through June 30, 1996; \$22,800 for the period of July 1, 1996 through June 30, 1997. The FY 1996-97 budget provides \$22,800 for litter collection in the Metro Central Station area.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 96-2294.

RRB:aeY

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