

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING AN) RESOLUTION NO. 96-2322
INTERGOVERNMENTAL AGREEMENT WITH)
MULTNOMAH COUNTY TO PROVIDE) Mike Burton, Executive Officer
LANDSCAPE MAINTENANCE SERVICES)

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

WHEREAS, The existing Intergovernmental Agreement with the Multnomah County Sheriff's Office (MCSO) for maintaining the Metro South Station grounds expires on June 30, 1996; 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

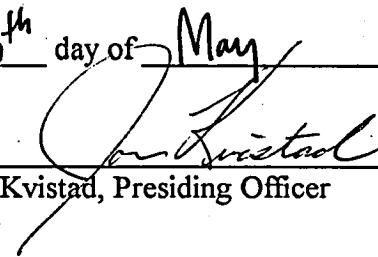
WHEREAS, The MCSO has correction officers trained and experienced in managing inmate work crews; and

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 16th day of May, 1996.



Jon Kvistad, Presiding Officer

Approved as to Form:



Daniel B. Cooper, General Counsel

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:	Date: April 11, 1996	Vendor: Multnomah County Sheriffs Office
Department: REM	Subject:	12240 NE Glisan Street
Division: ES	<input type="checkbox"/> Bid <input checked="" type="checkbox"/> Contract	Portland, OR 97230
Name: Ray Barker	<input type="checkbox"/> RFP <input type="checkbox"/> Other	Vendor no.: 10501
Title: Management Assistant	Purpose: Landscape Maintenance	Contract no.: 904970
Extension: 1694		

Expense

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

Revenue	Budget code(s)	Price basis	Contract term
<input type="checkbox"/> Contract	<u>531-310241-524190-7500</u>	<input checked="" type="checkbox"/> Unit prices, NTE	<input type="checkbox"/> Completion*
<input type="checkbox"/> Grant	<u>531-310251-524190-7500</u>	<input type="checkbox"/> Per task	<input checked="" type="checkbox"/> Annual
<input type="checkbox"/> Other		<input type="checkbox"/> Total/lump sum	<input type="checkbox"/> Multi-year**
	This project is listed in the 199 <u>6</u> -199 <u>7</u> budget.	Payment required	<u>July 1, 1996</u> Beginning date*
	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> Type A	<input type="checkbox"/> Lump sum	<u>June 30, 1997</u> Ending date
	<input type="checkbox"/> No <input type="checkbox"/> Type B	<input checked="" type="checkbox"/> Progress payments	

Total commitment	Original amount	\$ 28,650.00
	Previous amendments	\$
	This transaction	\$
	Total	\$ 28,650.00
	A. Amount of contract to be spent fiscal year <u>1996</u> - <u>1997</u>	\$ 28,650.00
	B. Amount budgeted for contract <u>Misc. Prof. Services</u>	\$ 1,312,178.00
	C. Uncommitted/discretionary funds remaining as of <u>7/1/96</u>	\$ 1,312,178.00

Approvals

<u>[Signature]</u> Project manager	<u>[Signature]</u> Division manager	<u>[Signature]</u> Department director
<u>[Signature]</u> Fiscal	<u>[Signature]</u> Budget manager	<u>[Signature]</u> 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.

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

- Secure contract number from Risk and Contracts Management. Place number on the transmittal summary and all contract copies.
- Complete transmittal summary form to the extent of project completion.
- If contract is:
 - Sole source, attach memo detailing justification pursuant to ORS 279.
 - Less than \$2,500, attach memo detailing need for contract and contractor's capabilities, bids, etc.
 - More than \$2,500 but less than \$25,000, attach quotes, informal solicitations, evaluation forms, etc.
 - More than \$25,000 attach RFP/RFB complete with summary, all required documents and all evaluation, utilization forms.
- List and identify all subcontractors below.
- Provide completed RFB/RFP packet to Risk and Contracts Management.

Subcontractor/supplier _____
 Address _____
 City/state/ZIP _____
 Phone _____

M/W/DBE certified _____ Ethnicity _____
 Type of work _____
 Dollar amount _____

Subcontractor/supplier _____
 Address _____
 City/state/ZIP _____
 Phone _____

M/W/DBE certified _____ Ethnicity _____
 Type of work _____
 Dollar amount _____

Attach additional list(s) as necessary.

Total utilization: \$ _____
 Total contract: \$ _____
 Percent utilization: _____

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 the Multnomah County Sheriff's Office ("MCSO"), jointly with and on behalf of Multnomah County ("COUNTY"), and the Metropolitan Service District ("Metro"). MCSO, COUNTY and Metro will be referred to collectively as the "parties."

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 is a municipal corporation formed and operating under the laws of the State of Oregon and the 1992 Metro Charter, 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, 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 Multnomah County Sheriff's Office; and

WHEREAS, the COUNTY through 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:

INMATE WORK CREWS

1. MCSO agrees to provide, at Metro's request, a supervised inmate work crew to perform general labor duties designated by Metro at their transfer stations located in the city limits of Oregon City and Portland. These duties will include but not be 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.

2. 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.
3. 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.
4. 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;
5. 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.
6. 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.

HAZARDOUS MATERIALS EXCEPTION

7. 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.

COMPENSATION

8. Metro agrees to pay to MCSO for services rendered under this agreement an amount not to exceed \$28,650, which represents a maximum of 150 days of service at the rate of \$191 per day.
9. 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.

PERSONNEL MATTERS

10. 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.
11. 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.
12. 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.
13. 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.

14. 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.

INDEMNIFICATION AND LIABILITY

15. 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 MCSO personnel acting pursuant to the terms of this agreement.
16. 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.

DISPUTE RESOLUTION

17. 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.

CONTRACT ADMINISTRATION

18. MCSO designates Sergeant David Keith, Work Crew Supervisor, to represent MCSO in all matters pertaining to administration of this agreement.
19. Metro designates Penny Erickson, Senior Site Manager, to represent Metro in all matters pertaining to administration of this agreement.
20. 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:

Dan Noelle
Multnomah County Sheriff
12240 NE Glisan Street
Portland, OR 97230

Penny Erickson
Senior Site Manager, Metro
600 NE Grand Avenue
Portland, OR 97232-2736

CONTRACT MODIFICATION AND TERMINATION

- 21. This agreement shall be effective from the July 1, 1996 through June 30, 1997.
- 22. 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 90 days prior to its expiration.
- 23. The parties agree that any party to this agreement may terminate said Agreement by giving the other party(s) not less than 90 days written notice.
- 24. 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.

SEVERABILITY

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

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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

By: *Beverly Stein*
Beverly Stein, Chair

By: _____

Date: April 4, 1996

Title: _____

Date: _____

By: *Dan Noelle*
Dan Noelle, Sheriff

Date: 3/22/96

REVIEWED:

Laurence Kressel, County Counsel for
Multnomah County, Oregon

By: *Jacqueline Weber*
Jacqueline Weber

Date: 3/26/96

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 4/4/96
DEB BOGSTAD
BOARD CLERK

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 96-2322 FOR THE PURPOSE OF AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH MULTNOMAH COUNTY TO PROVIDE LANDSCAPE MAINTENANCE SERVICES

Date: February 11, 1996

Presented by: Terry Petersen

PROPOSED ACTION

Adoption of Resolution No. 96-2322 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.

FACTUAL BACKGROUND AND ANALYSIS

Metro has the responsibility of properly maintaining the grounds at its solid waste facilities. Until March 31, 1995, the Metro South Transfer Station grounds were maintained by private landscape companies. Since that time, the Station grounds have been maintained by a supervised inmate work crew from the Multnomah County Sheriff's Office (MCSO). The quality of their work has been excellent. The Intergovernmental Agreement With MCSO expires June 30, 1996.

Experience has shown that it is more cost effective to have a supervised inmate work crew from the MCSO perform the landscape maintenance services at Metro South Station than having a private contractor perform the work. MCSO provides a four-person work crew for \$191 per day. The last private contractor charged \$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 for up to 150 days 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 July 1, 1996 through June 30, 1997.

BUDGET IMPACT

The total amount of the proposed IGA is \$28,650. The proposed budget for FY 1996-97 provides a sufficient amount to cover the costs of the IGA.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 96-2322.