

## RESOLUTION NO. 2255

### A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN IGA WITH METRO TO CLEAN UP SOLID WASTE AT UNLAWFUL CAMPING SITES IN TROUTDALE

#### THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. Upon discovery of unlawful campsites on public property in Troutdale, responders such as police officers often find that campsites harbor abandoned personal property.
2. Property left at campsites, by occupants, often has no monetary value, and some abandoned items may pose a risk of harm if allowed to enter a waterway such as a nearby creek or stream. Other waste items may pose other risks.
3. Garbage rates within the Portland metropolitan area include a regional system fee, part of which Metro uses to fund a program to clean waste from unlawful campgrounds, and Metro will partner with cities under an IGA to offer Metro's cleanup program services upon request.
4. Under the program embodied within the IGA proposed with Metro, the Troutdale Police Department will be able to request Metro to supply a work crew and, potentially, drop boxes, to assist with clean up of unlawful campgrounds.

#### NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE:

Section 1. The Council authorizes the City Manager to enter into an IGA for solid waste clean up services in substantially the form of the IGA attached as Attachment A to this Resolution.

Section 2. This Resolution takes effect upon passage by the City Council.

**YEAS: 7**

**NAYS: 0**

**ABSTAINED: 0**



**Doug Dabust, Mayor**

Date

6/11/14

  
Debbie Stickney, City Recorder

**Adopted: June 10, 2014**

**INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT is made pursuant to the authority found in ORS 190.003-190.030 between the City of Troutdale (hereinafter "the AGENCY") and METRO.

**RECITALS**

WHEREAS, the AGENCY 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, METRO is a municipal corporation formed and operating under ORS 268 et seq and the Metro Charter, and is a unit of local government authorized to enter into intergovernmental agreements pursuant to ORS 190.003-190.030; and

WHEREAS, the AGENCY desires to contract with METRO to clean up of solid waste at camping sites established by homeless individuals on public property ("unlawful campsites"), to be performed by supervised inmate work crews provided under contract to METRO by the Multnomah County Sheriff's Office ("MCSO") and the Oregon Department of Corrections ("ODOC"); and

WHEREAS, METRO, through the MCSO and ODOC inmate work crews, is able and prepared to provide the services required by the AGENCY under the terms and conditions set forth in this Agreement; therefore,

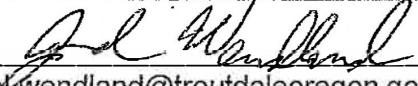
IN CONSIDERATION of those mutual promises and the terms and conditions set forth below, and pursuant to the provisions of ORS 190.003-190.030, the parties agree to be bound as follows:

**CLEAN UP OF UNLAWFUL CAMPSITES**

- 1. The following representatives of the AGENCY are authorized to submit written requests to METRO for METRO to clean up unlawful campsites:

Name: Craig Ward, City Manager Signature:   
Phone: 503-674-7233 Email: craig.ward@troutdaleoregon.gov

Name: Scott Anderson, Chief of Police Signature:   
Phone: 503-491-4000 Email: scott.anderson@troutdaleoregon.gov

Name: Joel Wendland, Lieutenant Signature:   
Phone: 503-491-4019 Email: joel.wendland@troutdaleoregon.gov

The following representative of the AGENCY is authorized to add to or change the names of persons authorized to submit written requests to METRO for METRO to clean up unlawful campsites:

Name: Craig Ward, City Manager Phone: 503-674-7233  
Email: craig.ward@troutdaleoregon.gov

2. The AGENCY shall submit all requests for METRO to clean up unlawful campsites in writing, using forms provided by METRO and substantially similar to Exhibit A to this agreement. Such forms shall be submitted to METRO's Solid Waste Compliance and Cleanup Division no less than three days prior to the posted cleanup date.
3. The AGENCY shall post notice of the impending cleanup and follow all other procedures set forth in ORS 203.077, 203.079, and 377.653 before METRO arrives to clean up an unlawful campsite. If the quantity of solid waste at a site is substantial, METRO may, at its own discretion, require the AGENCY to provide one or more drop boxes at the site at the AGENCY'S expense in order for the cleanup to proceed.
4. The AGENCY shall be responsible for assuring that unlawful campsites are vacated prior to schedule METRO cleanups.
5. METRO shall clean up unlawful campsites as requested by the AGENCY provided that the AGENCY makes a written request under Paragraph 2 of this Agreement and provides all information METRO requires. At the time of the cleanup, METRO will collect all items it identifies as personal property and deliver them to the AGENCY for storage at the following location (see ORS 203.079(1)(d)).

Troutdale Police Department

234 SW Kendall Court

Troutdale, OR 97060

6. Unlawful Campsites Determined Too Unsafe to Clean Up
  - (a) Hazardous Materials. The clean up of unlawful campsites containing known or suspected hazardous materials is beyond the scope, skill, training, and experience of the inmate work crews used by METRO to clean up illegal campsites. METRO shall not clean up any unlawful campsite where known or suspected hazardous materials are present. In the event a METRO-contracted inmate work crew discovers known or suspected hazardous materials at an unlawful campsite, the work crew supervisor shall immediately cease cleaning up until the appropriate hazardous materials authority inspects the site and declares or makes it safe.
  - (b) Other Unsafe Conditions. METRO shall not clean up unlawful campsites where site conditions are judged by METRO, in METRO's sole discretion, to be unsafe. If a METRO-contracted inmate work crew discovers unsafe conditions at an unlawful campsite (including without limitation, difficult terrain, traffic safety issues, or the presence of homeless individuals), the work crew supervisor shall immediately cease cleaning up until the site is inspected and the work crew supervisor determines that the site is safe to clean up.
  - (c) METRO shall promptly notify AGENCY of any campsite that it determines is too unsafe to clean up.

## **CONTRACT COSTS**

7. METRO shall be responsible for the costs it incurs in the performance of its responsibilities described in Paragraph 5 of this Agreement and for all other costs related to this Agreement that METRO directly incurs. The AGENCY shall be responsible for all costs it incurs in the performance of its responsibilities described in Paragraph 3 of this Agreement and for all other costs related to this Agreement that the AGENCY directly incurs.

## **INDEMNIFICATION AND LIABILITY**

8. The AGENCY shall indemnify, defend, and hold harmless METRO and METRO's officers, employees, contractors, and agents from all claims, suits, actions, and expenses of any nature resulting from, arising out of, or regarding:
  - (a) the acts, errors, or omissions of the AGENCY, METRO, and the AGENCY's and METRO's officers, employees, and agents, acting pursuant to the terms of this Agreement, within the limits of the Oregon Tort Claims Act and the Oregon Constitution; and
  - (b) any actual, alleged, or implied failure of the AGENCY, METRO, and the AGENCY's and METRO's officers, employees, or agents, to comply with the provisions of ORS 203.077 and 203.079.

## **DISPUTE RESOLUTION**

9. If a claim, controversy, or dispute arises out of this Agreement, the complaining party shall give written notification to the other party of the nature of the claim and the remedy requested within 10 days of the incident that forms the basis of the dispute.
10. The laws of the state of Oregon shall govern this Agreement. All claims, controversies or disputes that arise out of this Agreement shall be resolved by arbitration in accordance with the arbitration rules of the Arbitration Service of Portland or the American Arbitration Association. The party who first initiates arbitration shall designate an arbitration service by filing a claim in accordance with the rules of the organization selected. Such arbitration shall take place in Portland, Oregon, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

## **CONTRACT ADMINISTRATION**

11. METRO designates its Finance and Regulatory Services Department Director or designee to represent METRO in all matters pertaining to this Agreement.
12. Except as provided in paragraphs 2 and 6(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 U.S. mail, postage prepaid, and addressed to:

For the AGENCY

Craig Ward  
City Manager

City of Troutdale  
219 E. Historic Columbia River Hwy.  
Troutdale, OR 97060

For METRO

Roy W. Brower  
Solid Waste Compliance and  
Cleanup Manager  
METRO  
600 NE Grand Avenue  
Portland, Oregon 97232

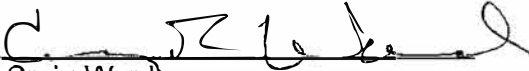
**CONTRACT TERM, MODIFICATION, TERMINATION AND OTHER STANDARD PROVISIONS**

13. This Agreement shall be effective beginning on the day it is fully executed by both parties and shall continue in effect through June 30, 2016, unless extended by written amendments signed by authorized representatives of both parties.
14. Either party to this Agreement may terminate said Agreement by giving the other party not less than 30 days written notice.
15. This Agreement constitutes the entire agreement between the parties and may be modified or amended only by agreement of the parties. Any modification to this Agreement shall be effective only when incorporated herein by written amendments and signed by authorized representatives of both METRO and the AGENCY.
16. All terms and conditions necessary to be inserted into public contracts in the state of Oregon are hereby incorporated as if such provisions were a part of this Agreement. Specifically, it is a condition of this Agreement that the AGENCY and all employers working under this Agreement are subject employers that will comply with ORS 656.017.
17. The AGENCY shall not assign, delegate, or subcontract any of its responsibilities under this Agreement without prior written consent from METRO.
18. If any provision or term of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the full extent of the law.
19. 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.

AGENCY: City of Troutdale

METRO

By:   
Craig Ward  
City Manager

By:   
Tim Collier,  
Finance & Regulatory Services Dept. Dir.

Date: 6/23/14

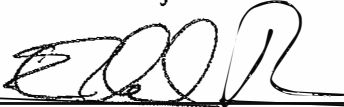
Date: 6/13/14

By: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
AGENCY Attorney

APPROVED AS TO FORM:  
Metro Attorney

By:   
Ed Trompke  
City Attorney

By:   
*for* Michelle A. Bellia  
Senior Metro Attorney

Date: 6-14-14

Date: 6/30/14

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