

RESOLUTION NO. 2338

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH METRO TO CONTINUE RECEIVING SOLID WASTE CLEAN-UP SERVICES AT UNLAWFUL CAMPING SITES IN TROUTDALE.


THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. That for the past two years the City and Metro have had an Intergovernmental Agreement (IGA) as approved by Resolution No. 2255, for the clean-up of solid waste at camping sites established by homeless individuals on public property in Troutdale, and that the City and Metro desire to continue and build upon this existing partnership.
2. That upon discovery of unlawful campsites on public property in Troutdale, responders such as police officers often find that campsites harbor abandoned personal property.
3. The 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.
4. That the garbage rates within the Portland metropolitan area include a regional system fee, part of which Metro uses to fund a program to clean-up waste from unlawful campgrounds, and Metro will partner with cities under an IGA to offer Metro's cleanup program services upon request.
5. That the Oregon Revised Statutes (ORS) 190.110 provide the necessary authority for the City and Metro to enter into an IGA for the continuation of the clean-up of solid waste at unlawful camping sites.
6. That under the program embodied within the IGA with Metro, the City will be able to request Metro to supply a work crew and, potentially, drop boxes, to assist with clean-up of unlawful campgrounds to be performed by inmate work crews supervised and provided under contract to Metro by the Multnomah County Sheriff's Office (MCSO) and the Oregon Department of Corrections (ODOC).
7. That renewing and continuing the IGA for Metro's cleanup program services is in the best interest of the City.

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

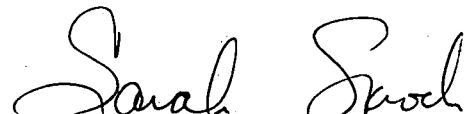
- Section 1. Agrees now that the City enter into an IGA with Metro to provide for solid waste clean-up services, and approves the IGA in substantial conformity with Exhibit A of the Staff Report.
- Section 2. Designates the City Manager, Craig Ward, or Finance Director, Erich Mueller (each a "City Official"), or a designee of the City Official, to act on behalf of the City, and without further action by the City Council, the City Official is hereby authorized, empowered and directed to sign the IGA on behalf of the City, and any and all other required and necessary documents to implement the intent of the IGA.
- Section 3. The City Official is hereby authorized to execute, acknowledge and deliver the IGA, including any other supporting and implementing documents, and to take any other action as may be advisable, convenient, necessary, or appropriate to give full force and effect to the terms and intent of the IGA, and the execution thereof by any such City Official shall be conclusive as to such determination.
- Section 4. Further, consistent with intent of the IGA, and in the best interest of the City, the City Official is authorized to determine, execute, acknowledge and deliver any subsequent addendums, extensions, revisions, modification, or successor documents of the IGA, and the execution thereof by any such City Official shall be conclusive as to such determination.
- Section 5. The Finance Director is authorized to disburse funds, subject to annual appropriations, as necessary to fulfill the IGA obligations, and is further directed to implement all such actions necessary to ensure budgetary compliance.
- Section 6. This Resolution shall be effective upon adoption.

**YEAS: 7
NAYS: 0
ABSTAINED: 0**



Doug Daoust, Mayor
6/15/16

Date



Sarah Skroch, City Recorder
Adopted: June 14, 2016

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made pursuant to the authority found in ORS 190.003-190.030 between 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 Chapter 268 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 remove (clean up) solid waste at camping sites established by homeless individuals on public property (campsite), to be performed by inmate work crews supervised and 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,

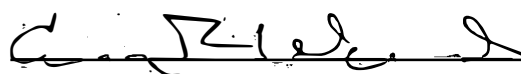
IN CONSIDERATION of those mutual promises and the terms and conditions set forth below, and pursuant to the provisions of ORS 190.003-190.030, the parties agree to be bound as follows:

CLEAN UP OF CAMPSITES

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

Name: Craig Ward, City Manager

Phone: 503-674-7233

Signature: 

Email: craig.ward@troutdaleoregon.gov

Name: Monte Reiser, Commander

Phone: 503-988-0352

Signature: 

Email: monte.reiser@mcsso.us

Name: Joel Wendland, Lieutenant

Phone: 503-988-0353

Signature: 

Email: joel.wendland@mcsso.us

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 campsites:

Name: Craig Ward, City Manager

Email: craig.ward@troutdaleoregon.gov

2. The AGENCY must 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 a 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. If a drop box is necessary, METRO will notify the AGENCY about the drop box requirement after the AGENCY submits the required form and schedules the cleanup date.
3. The AGENCY must submit all requests for METRO to clean up campsites in writing, using forms provided by METRO and substantially similar to Exhibit A to this Agreement. The AGENCY must submit the forms to METRO's Solid Waste Compliance and Cleanup Division no less than three days prior to the posting date to ensure METRO availability on the proposed cleanup date.
4. The AGENCY is responsible for assuring that campsites are vacated prior to the scheduled METRO cleanups. The AGENCY is responsible for determining and identifying what qualifies as "personal property" at the campsite as that term is defined in ORS 203.079.
5. METRO will clean up campsites as requested by the AGENCY provided that the AGENCY makes a written request under Paragraph 3 of this Agreement and provides all information METRO requires. A representative from the AGENCY must be present at the time of the cleanup unless other arrangements are agreed upon by both METRO and the AGENCY. If a representative is not present, METRO has no obligation to proceed with the clean up at the campsite. At the time of the cleanup, METRO will collect all items the AGENCY identifies as personal property and deliver them to the AGENCY for storage at the following location (see ORS 203.079(1)(d)).

MCSO

234 SW Kendall Court

Troutdale, OR 97060

6. METRO may determine that the conditions at a campsite are too unsafe to complete the cleanup.
 - (a) The cleanup of campsites containing known or suspected hazardous materials is beyond the scope, skill, training, and experience of the MCSO supervised inmate work crews that are contracted by METRO to clean up campsites. METRO-contracted inmate work crews will not clean up any 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 a campsite, the work crew supervisor must immediately cease cleaning up until the appropriate hazardous materials authority inspects the site and declares or makes it safe.

- (b) METRO will not clean up campsites in which METRO determines, in its sole discretion, that conditions are unsafe. If a METRO-contracted inmate work crew discovers unsafe conditions at a campsite (including without limitation, difficult terrain, traffic safety issues, or the presence of homeless individuals), the work crew will 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 will promptly notify the AGENCY of any campsite that METRO determines is too unsafe to clean up.

CONTRACT COSTS

- 7. METRO is 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 is responsible for all costs it incurs in the performance of its responsibilities of this Agreement and for all other costs related to this Agreement that the AGENCY directly incurs.

INDEMNIFICATION AND LIABILITY

- 8. Up to the limits of the Oregon Tort Claims Act and subject to limitations in the Oregon Constitution, the AGENCY agrees to 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 and its officers, employees, inmate work crews and agents, and METRO and its officers, employees, contractors and agents, acting pursuant to the terms of this Agreement; 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, specifically including, but not limited to, a failure to properly post a removal notice or to accurately identify personal property at a campsite.

DISPUTE RESOLUTION

- 9. If a claim, controversy, or dispute arises out of this Agreement, the complaining party must 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 govern this Agreement. The parties agree to resolve all claims, controversies or disputes that arise out of this Agreement by arbitration in accordance with the arbitration rules of the Arbitration Service of Portland. The arbitration must take place in Portland, Oregon, unless the Parties mutually agree to another location. Any judgment upon the award rendered pursuant to the arbitration may be entered in any court having jurisdiction thereof.

CONTRACT ADMINISTRATION

11. METRO designates its Property and Environmental Services Department Director or designee to represent METRO in all matters pertaining to this Agreement.

12. Except as provided in paragraphs 3 and 6(c), any notice or notices provided for by this Agreement or by law to be given or served upon either party must be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

For the AGENCY

For METRO

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

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

CONTRACT TERM, MODIFICATION, TERMINATION AND OTHER STANDARD PROVISIONS

13. This Agreement is effective beginning on the day it is fully executed by both parties and continues in effect through June 30, 2021, unless extended by written amendments signed by authorized representatives of both parties.

14. Either party to this Agreement may terminate the Agreement for any reason or no reason at all by giving the other party not less than 30 days written notice.

15. This Agreement constitutes the entire agreement between the parties. This Agreement may only be amended by written agreement of the parties. Any amendment to this Agreement becomes effective after it is 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 may not assign, delegate, or subcontract any of its responsibilities under this Agreement without prior written consent from METRO.


18. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the full extent of the law.


19. This Agreement does not vest in any third party any rights, nor is it 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: 
Paul Slyman, Director
Property and Environmental Services

Date: 6/21/16


Date: 8/23/16


By: _____

Date: _____

APPROVED AS TO FORM:
AGENCY Attorney

APPROVED AS TO FORM:
Metro Attorney

By: 
Ed Trompke
City Attorney

By: 
Shane Abma
Senior Metro Attorney

Date: 8-9-16

Date: 8-22-16

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Metro | *Making a great place*

August 23, 2016

Erich Mueller
Finance Director
City of Troutdale
219 E Historic Columbia River Hwy
Troutdale, OR 97060

RE: City of Troutdale/Metro Camp IGA

Dear Mr. Mueller:

For your records, enclosed is a copy of the fully executed Intergovernmental Agreement between the City of Troutdale and Metro for the cleanup of unlawful campsites.

If you have questions about the enclosed agreement, please contact Stephanie Rawson at (503)797-1678 or Stephanie.Rawson@oregonmetro.gov for assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Roy W. Brower".

Roy W. Brower
Solid Waste Information, Compliance & Cleanup Director

SR/RB:bjl

Enclosure: Intergovernmental Agreement

cc: Stephanie Rawson, Solid Waste Cleanup and Enforcement Program Supervisor

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