



November 14, 2019

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Metro to Provide Illegal
Dumpsite Clean-Up Services

Purpose/Outcomes	This intergovernmental agreement allows NCPRD to receive illegal dumpsite cleanup services at no cost from Metro. This additional support will augment NCPRD staff resources and facilitate more timely and efficient cleanup of illegal dumpsites.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	This Agreement is effective when it is fully executed by both parties through June 30, 2021, unless extended by written amendments signed by authorized representatives of both parties.
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government • Build a strong infrastructure • Ensure safe, healthy and secure communities
Previous Board Action	N/A
Counsel Review	This agreement was reviewed and approved by County Counsel on October 30, 2019.
Contact Person	Scott Archer, <i>NCPRD Director</i> , 503-742-4421

BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD), a division of Business and Community Services (BCS), is seeking approval to enter into an intergovernmental agreement (IGA) with Metro to receive support services for cleanup of illegal dumpsites at no cost to NCPRD.

NCPRD staff, with some support from other county programs, currently clean up illegal dumpsites at sites owned and managed by NCPRD. NCPRD staff follow county protocol for any sites that have been associated with an illegal camp. The staff time commitment to clean up these sites has been increasing, and this IGA with Metro will provide additional support for NCPRD staff efforts. Under the agreement, the Metro Report an Illegal Dumpsite (RID) program will help pick up trash, while NCPRD staff will still be responsible for following other protocol elements for sites associated with illegal campsites. The RID program also investigates evidence found in illegal dumps, similar to the Clackamas County Dump Stoppers program.

Metro RID is a regional program, and other jurisdictions within Clackamas County have partnered with Metro to participate. The RID program is supported by Metro Transfer Station funding.

This support provided by the Metro RID program will enable NCPRD staff to clean up dumpsites more efficiently and in a more timely fashion. By cleaning up trash quickly, NCPRD will be able to offer a better level of service for visitors and help protect valuable natural resources.

RECOMMENDATION:

Staff recommend the Board approve this Intergovernmental Agreement to provide clean-up of illegal dump site services and authorize the BCS Director or designee to execute all documents necessary to effectuate the same.

ATTACHMENTS:

- Intergovernmental Agreement between North Clackamas Parks and Recreation District and Metro to Provide Cleanup of Illegal Dump Site Services.

Respectfully submitted,

Laura Zentner, Director
Business & Community Services

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made pursuant to the authority found in ORS 190.003-190.030 between **NORTH CLACKAMAS PARKS AND RECREATION DISTRICT** (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

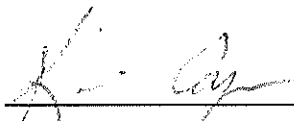
WHEREAS, the AGENCY desires to contract with METRO to remove (clean up) solid waste at camping sites established by homeless individuals on public property (campsite), to be performed by inmate work crews supervised and provided under contract to METRO by the Multnomah County Sheriff's Office (MCSO)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

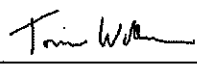
WHEREAS, METRO, through the MCSO and ODOC inmate work crews, is able and prepared to provide the services required by the AGENCY under the terms and conditions set forth in this Agreement; therefore,


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: Kevin Cayson Signature: 
Phone: 503-794-8030 Email: kevinc@ncprd.com

Name: Tonia Williamson Signature: 
Phone: 503-742-4357 Email: twilliamson@ncprd.com

Name: Matt Jordan Signature: 
Phone: (971-)313-2031 Email: mjordan@ncprd.com

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: Elizabeth Gomez

Email: egomez@ncprd.com

2. The AGENCY must post notice of the impending cleanup and follow all other procedures set forth in ORS 203.077 and 203.079 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 cleanup 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)).

6199 SE Lake Rd, Milwaukie, Or, 97222

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, METRO agrees to indemnify, defend, and hold harmless the AGENCY and the AGENCY'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 METRO and its officers, employees, and agents, and METRO and its officers, employees, contractors and agents, acting pursuant to the terms of this Agreement;
- 9. 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, and agents acting pursuant to the terms of this Agreement; and
 - (b) any actual, alleged, or implied failure of the AGENCY'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

- 10. 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.

11. The laws of the state of Oregon govern this Agreement.

CONTRACT ADMINISTRATION

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

13. 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

Scott Archer
NCPRD
Director
150 Beaver Creek Rd
Oregon City, OR 97045

Warren Johnson
Interim, Solid Waste Compliance and Cleanup
Director
METRO
600 NE Grand Avenue
Portland, OR 97232

CONTRACT TERM, MODIFICATION, TERMINATION AND OTHER STANDARD PROVISIONS

14. 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.

15. 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.

16. 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.

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.

- 20. **Insurance.** The parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
- 21. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions in this Agreement that conflict with the above referenced laws are deemed inoperative to that extent.
- 22. **Independent Contractor.** Each of the parties is an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one party is a representative, agent, employee or contractor of the other party for any purpose, except to the extent specifically provided in this Agreement. Nothing in this Agreement is intended, nor should it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party specifically disclaims any such relationship.
- 23. **No Third-Party Beneficiary.** METRO and the AGENCY are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or should be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of the terms of this Agreement.
- 24. **Compliance with Applicable Law.** Both parties will comply with all applicable local, state and federal ordinances, statutes, laws and regulations. This Agreement integrates all provisions of law required to be a part of this Agreement, whether listed or otherwise. Failure to comply with those obligations is a material breach of this Agreement.

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

AGENCY: _____

METRO

By: _____

By: _____

Roy Brower, Interim Director
Property and Environmental Services

Date: _____

Date: _____

By: _____

Date: _____

APPROVED AS TO FORM:
AGENCY Attorney

By: _____

Date: _____

APPROVED AS TO FORM:
Metro Attorney

By: _____
Shane Abma
Senior Metro Attorney

Date: _____