



INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made pursuant to the authority found in ORS 190.003-190.030 between City of Portland (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 solid waste generated at camping sites ("sites") established by homeless individuals on AGENCY property 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, the parties do not interpret this IGA as an agreement for METRO to pick up litter generally, but that it is specific to the cleanup of solid waste generated at camping sites, and

WHEREAS, the parties do not interpret this IGA as imposing any obligation on METRO to determine what constitutes "personal property" under ORS 203.079; 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 SITES

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

Name: <u>William Warren</u>	Signature: _____
Name: <u>Lucas Hillier</u>	Signature: _____
Name: <u>Robert Kieta</u>	Signature: _____
Name: <u>Ben Mauro</u>	Signature: _____
Name: <u>Lt. David Golliday</u>	Signature: _____
Name: <u>Sgt. Nathan Voeller</u>	Signature: _____
Name: <u>Cmdr. Sara Westbrook</u>	Signature: _____

The following representatives of the AGENCY are authorized to add to or change the names

of persons authorized to submit written requests to METRO for METRO to clean up sites:

Name: Pauline Goble, Office of Management and Finance (OMF)

Email: Pauline.goble@portlandoregon.gov

And

Name: Assistant Chief Robert Day, Police Bureau

Email: Robert.Day@portlandoregon.gov

2. The AGENCY shall submit all cleanup requests to METRO 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. 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. METRO will not cleanup personal property. Personal property means any item that is reasonably recognizable as belonging to a person and that has apparent utility. METRO or its agents may discard items that have no apparent utility or are in an unsanitary condition. The AGENCY is responsible for all determinations regarding what is "personal property."
5. Sites 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 cleanup sites 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 a site, the work crew supervisor may 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 site that it determines is too unsafe to clean up.

CONTRACT COSTS

6. 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

7. Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 9, and the Oregon Tort Claims Act (ORS 30.260 to 30.300), 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 the negligent, wrongful, or reckless acts, errors, or omissions of the AGENCY and the AGENCY's officers, employees, and agents, acting pursuant to the terms of this Agreement. The parties explicitly agree that AGENCY's obligations under this section apply to any AGENCY determination of what is or is not considered "personal property" under ORS 203.079, regardless of the reasonableness of the AGENCY's determination.
8. AGENCY's indemnification obligations do not extend to any claims, suits, actions, and expenses of any nature resulting from, arising out of, or regarding the negligent, wrongful, or reckless acts, errors, or omissions of METRO or METRO's officers, employees, contractors and agents.

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 Property and Environmental Services Department Director or designee to represent METRO in all matters pertaining to this Agreement.
12. Except as provided in paragraphs 2 and 5(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

Pauline Goble
 City of Portland OMF-BIBS
 Property Manager
 1120 SW 5th Avenue, Room 1204
 Portland, OR 97204-7214

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, 2017, 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 Portland

By: _____ Date: _____

Charlie Hales
Mayor

By: _____ Date: _____

Laurence P. O'Dea III
Chief of Police

Approved as to form:

By: _____ Date: _____

City Attorney

Metro

By: _____ Date: _____

Paul Slyman, Director
Property and Environmental Services

Approved as to form:

By: _____ Date: _____

Shane Abma
Senior Metro Attorney