



INTERGOVERNMENTAL AGREEMENT

METRO Contract No. 938281

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

RECITALS

WHEREAS, the AGENCY is a municipal corporation 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 remove (clean up) solid waste at camping sites established by homeless individuals on public property (campsite). The cleanup will be performed by METRO staff, and by other contracted entities; and

WHEREAS, AGENCY is able and prepared to provide the services required by METRO under the terms and conditions set forth in this Agreement; and

WHEREAS, METRO, 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: Captain Jeremy Rankin
Phone: _____

Signature: _____
Email: Jrankin@tualatin.gov

Name: Tom Steiger
Phone: _____

Signature: _____
Email: Tsteiger@tualatin.gov



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Name: Bert Olheiser

Signature: _____

Phone: _____

Email: Bolheiser@tualatin.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 campsites:

Name: Chief Greg Pickering

Name: Lindsay Marshall

Email: Gpickering@tualatin.gov

Email: Lmarshall@tualatin.gov

2. The AGENCY must post notice of the impending cleanup and follow all other procedures set forth in ORS Chapter 195 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 RID Patrol program (ridpatrol@oregonmetro.gov) 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 Chapter 195.
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 Chapter 195).



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6. METRO may determine that the conditions at a campsite are too unsafe to complete the cleanup or post notice of the cleanup.
 - (a) The cleanup of campsites containing known or suspected hazardous materials is beyond the scope, skill, training, and experience of the work crews that are contracted by METRO to clean up campsites. METRO and METRO-contracted work crews will not clean up any campsite where known or suspected hazardous materials are present. In the event a METRO or METRO-contracted 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 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, work crews and agents, and METRO and its officers, employees, contractors and agents, acting pursuant to the terms of this Agreement; and



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- (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 Chapter 195, 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 Waste Prevention 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

Lindsay Marshall
Management Analyst II
City of Tualatin
18880 SW Martinazzi Ave
Tualatin, OR 97062

Stephanie Rawson
Community Stewardship Manager
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 December 31, 2027, unless extended by written amendments



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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.



Metro

600 NE Grand Ave.
Portland, OR 97232-2736

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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.

AGENCY: City of Tualatin

METRO

By: _____

City Manager

By: Sherilyn Lombos
Marta McGuire, Director
Waste Prevention and Environmental
Services

Date: _____

Date: _____

APPROVED AS TO FORM:
AGENCY Attorney

APPROVED AS TO FORM:
Metro Attorney

By: _____

By: _____
Shane Abma
Senior Metro Attorney

Date: _____

Date: _____



UNLAWFUL CAMPSITE CLEANUP REQUEST & APPROVAL FORM

The top part of this form must be completed by the agency requesting the cleanup and submitted to Metro RID Patrol program (ridpatrol@oregonmetro.gov) at least three business days prior to the requested cleanup date. All sections of the form must be completed. Contact the RID Patrol program with questions at 503-797-1835

CLEANUP REQUEST

Name of agency making this request _____

Date _____

Provide a detailed description of the location of the camp to be cleaned up including physical address.

Public Property Yes No Under Hwy Bridge Yes No

Is the site presently occupied by campers? Yes No

Proposed date of posting _____

Proposed date of the cleanup _____

Describe any services or equipment (e.g. the number and size of any drop boxes or trucks), if any, being provided by the requesting agency.

Agency contract and phone number to ask questions about cleanup.

Name and cell number of officer or agency contact who will be at site when cleanup crew arrives and during cleanup.

In requesting this cleanup, I certify that the agency I represent will meet all of the obligations set forth in its Intergovernmental Agreement with Metro for the cleanup of unlawful campsites.

Print name and title of person authorized by IGA to request a cleanup

Signature of authorized person _____

Phone _____

METRO APPROVAL FOR CLEAN-UP

ODOT Property Yes No

Denied: Approved: A cleanup is scheduled for _____

Comments: _____

Name _____

Date _____