



**RESOLUTION**  
(28 - 2014)

**A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH METRO FOR SERVICES TO CLEAN UP ILLEGAL DUMP AND CAMPSITES.**

**WHEREAS**, the City Council of the City of Fairview desires to enable participation in the Metro dump site and camping site clean-up program utilizing Metro Regional Illegal Dumping (RID) Patrol crews;

**WHEREAS**, Metro has a standard IGA that permits the program to work in a jurisdiction;

**WHEREAS**, Metro currently utilizes this program in Gresham, Hillsboro, Tigard, Oregon City, Durham, Tualatin, and Portland;

**WHEREAS**, the City had occurrences of illegal campsites and dumping in various areas of the City during the last 12 months including an illegal homeless camp in Salish Ponds;

**WHEREAS**, this program has potential to be of significant benefit to the City of Fairview; and

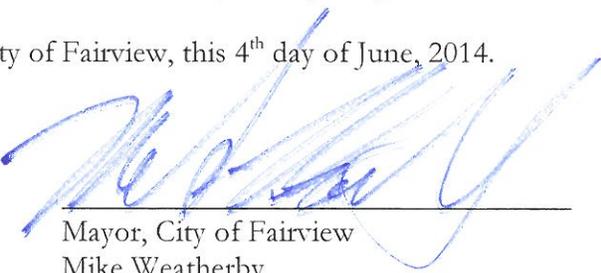
**WHEREAS**, the City Council finds that enabling such an agreement is in the best interest of the Citizens of Fairview.

**NOW, THEREFORE, BE IT RESOLVED BY THE FAIRVIEW CITY COUNCIL AS FOLLOWS:**

**Section 1**      The Council hereby authorizes the City Administrator to enter into an intergovernmental agreement with Metro for clean-up of illegal dump sites and campsites by Metro RID Patrol crews in substantially the same form as the attached Exhibit A.

**Section 2**      This resolution is and shall be effective from the day of its passage.

Resolution adopted by the City Council of the City of Fairview, this 4<sup>th</sup> day of June, 2014.

  
\_\_\_\_\_  
Mayor, City of Fairview  
Mike Weatherby

ATTEST

  
\_\_\_\_\_  
City Recorder, City of Fairview  
Devree Leymaster



# Metro | *Making a great place*

March 17, 2014

Samantha Nelson, City Administrator  
City of Fairview  
1300 NE Village Street  
Fairview, OR 97024

RE: Clean up of illegal campsites by Metro RID Patrol crews

Dear Ms. Nelson:

The problem of illegal homeless camps in city parks, along jogging/biking/hiking trails, in green spaces, and on other public lands, is an increasing problem within the Metro region. Such camps are unsanitary, unsightly, and can generate a great deal of litter and garbage.

Through its Regional Illegal Dumping Patrol program ("RID Patrol"), Metro uses supervised inmate crews to clean up the garbage left at illegal camps after they are abandoned or vacated by local law enforcement. These cleanups are funded by regional system fees on garbage disposed at landfills that are part of Metro's solid waste system and undertaken through intergovernmental agreements ("IGAs") between Metro and local jurisdictions. Metro currently has such IGAs with the following cities:

- Portland (Police Bureau)
- Tualatin (Police Department)
- Gresham
- Hillsboro
- Tigard
- Oregon City
- Durham

The IGA stipulates the roles and responsibilities between Metro and local governments for functions such as posting legal notices of impending cleanups and storage of any personal property that may be found during the cleanups. It also establishes Metro's in helping to cleanup these sites. A copy of the IGA is enclosed with this letter. If your city is interested in taking advantage of this program, or you would like more information, please call me at (503) 797-1657 or email me at [roy.brower@oregonmetro.gov](mailto:roy.brower@oregonmetro.gov).

Sincerely,

Roy W. Brower  
Solid Waste Compliance and Cleanup Manager

SK/RB:bjl

Enclosure

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**INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT is made pursuant to the authority found in ORS 190.003-190.030 between \_\_\_\_\_ (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 campsite"), 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: \_\_\_\_\_ Signature: \_\_\_\_\_  
Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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: \_\_\_\_\_  
Email: \_\_\_\_\_

- 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 scheduled 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)).

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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 4 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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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: \_\_\_\_\_

METRO

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

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

Tim Collier,  
Finance & Regulatory Services Dept. Dir.

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

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

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

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

APPROVED AS TO FORM:  
AGENCY Attorney

APPROVED AS TO FORM:  
Metro Attorney

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

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

Michelle A. Bellia  
Senior Metro Attorney

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

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

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