



**METRO**

600 NE Grand Ave.  
Portland, OR 97232-2736  
(503) 797-1700

## **INTERGOVERNMENTAL AGREEMENT**

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MCSO Contract No. \_\_\_\_\_

METRO Contract No. 933504

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made pursuant to the authority found in ORS 190.010, et seq and ORS 206.345 between MULTNOMAH COUNTY ("COUNTY") by and through the Multnomah County Sheriff's Office ("MCSO") and METRO, (collectively referred herein as "Parties").

### **RECITALS**

WHEREAS, the COUNTY 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, the MCSO is authorized to enter into intergovernmental agreements jointly with and on behalf of the COUNTY, pursuant to ORS 206.345(1); and

WHEREAS, METRO is a municipal corporation formed and operating under state law and the METRO Charter, and is a unit of local government authorized to enter into intergovernmental agreements pursuant to ORS 190.010, et seq; and

WHEREAS, this Agreement replaces and supersedes MCSO Contract No. 201482 / Metro Contract No. 932658; and

WHEREAS, METRO desires to contract with the COUNTY for certain law enforcement functions to be performed by MCSO; and

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

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, and pursuant to the provisions of ORS chapter 190, the Parties agree to be bound as follows:

#### **A. ILLEGAL DUMPSITE AND ILLEGAL CAMP CLEANUP - INMATE WORKCREWS**

1. The COUNTY shall provide two (2) supervised inmate work crews to clean up illegal dumpsites and illegal camps within METRO's jurisdiction for four (4) workdays each week for the term of this Agreement. The COUNTY may provide additional crew workdays at its own expense or up to the "not to exceed" amount stipulated in section E2 of this Agreement.
2. The COUNTY shall clean up illegal dumpsites and illegal camps only as assigned by METRO.



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3. The COUNTY shall provide supervisors trained and experienced in managing inmate work crews to supervise each work crew.
4. The COUNTY shall ensure that the supervisors are corrections deputies, certified by the State's Department of Public Safety Standards and Training.
5. The COUNTY shall select for the work crews only sentenced inmates eligible for outside public works who pose a minimal threat to the public.
6. The COUNTY shall provide a trained replacement if a supervisor is absent for more than one day.
7. METRO shall provide one self-contained work crew vehicle furnished with equipment and tools appropriate to perform the work under this Agreement. The COUNTY shall use a County vehicle if an additional vehicle is required to perform the work under this Agreement.
8. METRO shall train each supervisor assigned to work under this Agreement to identify, collect, and retain evidence that may lead to successful prosecutions of persons dumping waste illegally.
9. The clean-up of illegal dumpsites and illegal camps containing known or suspected hazardous materials is beyond the scope, skill, training, and experience of the inmate work crews. If an inmate work crew discovers known or suspected hazardous materials at an illegal dumpsite or an illegal camp, the supervisor shall immediately cease the clean-up activity until the appropriate hazardous materials authority inspects the site and declares or makes it safe.

### **B. PERSONNEL MATTERS**

1. The COUNTY shall ensure that any corrections deputy assigned as a supervisor has sufficient experience to perform the duties required by this Agreement. If a corrections deputy has not served previously as a supervisor under this Agreement, the COUNTY shall require the corrections deputy to observe a supervisor performing the duties under this Agreement for at least two weeks before beginning duty under this Agreement.
2. The supervisors shall be and remain COUNTY employees. The COUNTY shall ensure that the supervisors perform their duties in accordance with the administrative and operational procedures of MCSO.
3. METRO has the right, upon request and for cause stated, to have a supervisor removed from assignment under this Agreement and replaced by other supervisor meeting the requirements of this Agreement.
4. METRO will not pay wages, salaries, or other compensation directly to the



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supervisors performing services under this Agreement or for any other liability not provided for in this Agreement.

5. The COUNTY shall maintain Workers' Compensation insurance coverage for the supervisors and inmate work crews either as a carrier insured employer or a self-insured employer as provided in ORS Chapter 656.
6. The collective bargaining agreement between the supervisors and the COUNTY ("collective bargaining agreement") governs all matters related to benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment of the supervisors.
7. The collective bargaining agreement and the County personnel rules govern all labor disputes arising out of this Agreement.
8. The payment METRO makes to the COUNTY under this Agreement shall not include any amount for retroactive salary adjustments negotiated under the collective bargaining agreement.
9. The supervisors may be absent from duty for various reasons, including but not limited to vacation, holidays, illness, training, leave of absence, and administrative leave. The COUNTY shall provide METRO with immediate notice of any absence of a supervisor. If the absence is planned, the COUNTY shall inform METRO as soon as the COUNTY is aware of the absence, but in any case no fewer than two weeks before the absence begins.
10. The COUNTY shall provide METRO with a written notice of thirty (30) days prior to staffing changes.

### **C. EQUIPMENT PURCHASE AND DISPOSITION**

1. The Parties will purchase materials and supplies necessary for this Agreement as provided in this section. "Materials" includes items with a unit cost of \$1,000 or more and "supplies" includes items with a unit cost of less than \$1,000.
2. METRO shall purchase all materials and supplies necessary for the performance of this Agreement. The COUNTY shall purchase any materials and supplies required for law enforcement functions not directly related to the clean-up of illegal dumpsites.
3. METRO shall own all vehicles and equipment it purchases for this Agreement, including without limitation capital equipment. The COUNTY shall use METRO's vehicles and equipment only to perform its duties under this Agreement and shall not use them for any other purpose without authorization from METRO. Except as provided in paragraph C4, upon termination of this Agreement the COUNTY shall return all materials and supplies to METRO.



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4. Consistent with METRO Code Chapter 2.04.064, upon termination of this Agreement METRO may grant to the COUNTY an option to purchase from METRO any or all remaining materials and supplies purchased for this Agreement at a price mutually agreed upon by the Parties, not to exceed the fair market value of the items at the times of purchase. The COUNTY agrees to give METRO notice of the COUNTY's intent to exercise this option within sixty (60) days following termination of this Agreement.

### **D. VEHICLE USE**

1. Only supervisors assigned to Metro under this agreement shall operate Metro-assigned vehicles. Such vehicles shall only be used for Metro-related business unless urgent or emergency circumstances necessitate the use of such vehicles for non-Metro related law enforcement activities, or unless another use is requested by the MCSO and approved by Metro. In such cases, the MCSO shall assume liability for damage incurred to any Metro vehicles while being used by the MCSO for non-Metro purposes.
2. The carrying of any passenger that is not a Metro employee or an inmate assigned to the work crew or must be approved in advance by Metro. Supervisors that are in the field on Metro business during meal or break times may use their assigned vehicles to drive to a restaurant, or similar stop, provided that it is within a reasonable distance of their business route.
3. All traffic laws shall be adhered to when operating Metro vehicles. Whenever practical, supervisors should pull over and park in a safe place before using non-hands free cell phones, cameras, or engaging in any task that might distract from driving.
4. Vehicles shall be locked when not attended. Each supervisor shall be responsible for the cleanliness of his/her assigned vehicle. Vehicles shall be fueled, washed, and taken in for scheduled maintenance by supervisors during regular work hours but at Metro's expense.

### **E. CONTRACT COSTS**

1. METRO shall pay the COUNTY for all costs as set forth in this Agreement. By March 1 of each year, the COUNTY shall provide METRO with a good faith projection of the cost of this Agreement for the following fiscal year (July 1 to June 30). The Parties shall agree on the amount paid by METRO for the term of the Agreement before each anniversary date of the execution of this Agreement.
2. For this Agreement beginning July 1, 2015, METRO will pay the COUNTY \$592.00 per day for each inmate crew workday with total payment for the term of this Agreement not to exceed FOUR HUNDRED NINETY-TWO THOUSAND



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FIVE HUNDRED FORTY-FOUR AND NO/100 DOLLARS (\$492,544). This amount includes all fees, costs, and expenses to which the COUNTY is entitled for the term of this Agreement. Additional crew workdays may be requested by Metro in the event that additional funding becomes available for that purpose during the term of this agreement.

3. The COUNTY shall submit itemized billings to METRO no more than fifteen (15) days after the end of each quarter of the contract year, and METRO shall make payment to COUNTY within thirty (30) days of receipt of approved billings.

### **F. INDEMNIFICATION AND LIABILITY**

1. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the COUNTY shall indemnify, defend and hold harmless METRO from and against all liability, loss, and costs arising out of or resulting from the acts of the COUNTY, its officers, employees, and agents in the performance of this Agreement.
2. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, METRO shall indemnify, defend, and hold harmless the COUNTY from and against all liability, loss, and costs arising out of or resulting from the acts of METRO, its officers, employees, and agents in the performance of this Agreement.

### **G. DISPUTE RESOLUTION**

1. 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 ten (10) days of the incident that forms the basis of the dispute.
2. Oregon law shall govern this Agreement. The Parties shall 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 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.

### **H. ADHERENCE TO LAW**

1. Each party must comply with all federal, state, and local laws and ordinances applicable to this Agreement.



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### **I. ACCESS TO RECORDS**

1. Each party must have access to the books, documents, and other records of the other parties related to this Agreement for the purpose of examination, copying, and audit, unless otherwise limited by law.

### **J. ENTIRE AGREEMENT**

1. This Agreement and Exhibit A constitute the entire agreement between the parties. This Agreement may be modified or amended only by written agreement of the parties.

### **K. SEVERABILITY**

1. The parties agree that, if any term of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms will not be affected.

### **L. CONTRACT ADMINISTRATION**

1. The Multnomah County Sheriff or his designated representative will represent the COUNTY in all matters pertaining to administration of this Agreement.
2. METRO designates its Solid Waste Compliance & Cleanup Manager or the Manager's designee to represent METRO in all matters pertaining to administration of this Agreement.
3. 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:

Multnomah County Sheriff  
501 SE Hawthorne Blvd., Ste 350  
Portland, Oregon 97214

Solid Waste Compliance & Cleanup Manager  
METRO  
600 NE Grand Avenue  
Portland, Oregon 97232

### **N. CONTRACT TERM, MODIFICATION, AND TERMINATION**

1. This Agreement shall be effective from the 1st day of July 2015, and shall run through the 30th day of June 2017, unless extended.
2. Either party to this Agreement may terminate the Agreement by giving the other party not less than ninety (90) days written notice.
3. Any obligations arising prior to the date of termination survive the



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termination, including any obligation to defend and indemnify any other jurisdictions.

4. This Agreement may be modified or amended by agreement of the Parties. Any modification to this Agreement shall be effective only when incorporated herein by written amendments and signed by both METRO and the COUNTY.
5. 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.

### MULTNOMAH COUNTY

By: *Dan Staton*  
Dan Staton, Sheriff

Date: 6/10/15

By: \_\_\_\_\_  
County Chair or Designee

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

APPROVED AS TO FORM:  
Multnomah County Attorney

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

Date: *Carlo Calandrino*

### METRO

By: \_\_\_\_\_  
Martha Bennett,  
Chief Operating Officer

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

APPROVED AS TO FORM:  
Metro Attorney

By: \_\_\_\_\_ Assistant County Attorney  
Michelle Bellia,  
Senior Metro Attorney

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

