

1 RESOLUTION NO. 1152

2 A RESOLUTION ADOPTING AN INTERGOVERNMENTAL
3 AGREEMENT BETWEEN THE CITY OF TROUTDALE AND
4 METRO ALLOCATING \$3,361.00 OF METRO CHALLENGE
5 GRANT FUNDS TO TROUTDALE TO IMPLEMENT
6 ACTIVITIES SPECIFIED IN THE TROUTDALE 1994-95
7 ANNUAL WASTE REDUCTION PLAN

8
9 WHEREAS, this agreement between the City of Troutdale and Metro is entered into under the
10 provisions of ORS Chapter 190; and,

11 WHEREAS, the purpose of this agreement is to establish the responsibilities of both parties in
12 implementing Troutdale's 1994-95 Annual Waste Reduction Plan; and,

13 WHEREAS, the amount of Metro funding allocated is based on population, with Troutdale's
14 share being \$3,361.
15

16 NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF
17 THE CITY OF TROUTDALE THAT:

18 Section 1. The City of Troutdale adopts the attached Intergovernmental Agreement between the
19 City of Troutdale and Metro and agrees to complete activities specified in the 1994-
20 95 Annual Waste Reduction Plan and the other items as specified in the scope of
21 work of this Intergovernmental Agreement, for which Metro agrees to pay Troutdale
22 \$3,361.00.

23 Section 2. The attached Intergovernmental Agreement shall be in effect through June 30, 1995
24 unless terminated earlier in conformance with this agreement.

25 ADOPTED BY THE COMMON COUNCIL OF THE CITY OF
26 TROUTDALE THIS 10TH DAY OF JANUARY, 1995.

27 YEAS: 6
28 NAYS: 0
29 ABSTAINED: 0

30 
31 Paul Thalhofer, Mayor

32 DATED: JANUARY 11, 1995

33 ATTEST:

34 
35 George Martinez
36 City Recorder

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, entered into under the provisions of ORS Chapter 190, is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and the City of Troutdale, whose address is 104 SE Kibling, Troutdale, OR 97060.

In exchange for the promises and other valuable consideration set forth below, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish the responsibilities of the parties in implementing the 1994-95 Annual Waste Reduction Program.
2. Term. This Agreement shall be effective July 1, 1994, and shall remain in effect through June 30, 1995 unless terminated earlier in conformance with this Agreement.
3. Service Provided by. The City of Troutdale and Metro shall perform the services described in the attached Scope of Work, which is made part of this Agreement by reference, and otherwise fully comply with the provisions in the attached Scope of Work.
4. Payment for Services. Metro shall pay the City of Troutdale for services performed and materials delivered in the maximum sum of THREE THOUSAND, THREE HUNDRED SIXTY-ONE AND NO/100 DOLLARS (\$3,361.00) in the manner and at the time designated in the Scope of Work, "Project Budget/Terms of Payment."
5. Insurance. The City of Troutdale agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement to levels necessary to protect against public body liability as specified in ORS 30.270. The City of Troutdale also agrees to maintain for the duration of this Agreement, Workers' Compensation Insurance coverage for all its employees as a self-insured employer, as provided by ORS chapter 656, or disability coverage under its Disability, Retirement and Death Benefits Plan.

6. Indemnification. To the maximum extent permitted by law, the City of Troutdale shall hold harmless Metro, its officers and employees from any claims or damages to property or injury to persons or for any penalties or fines, which may be occasioned in whole or in part by the City of Troutdale's performance of this Agreement.

7. Termination. This Agreement may be terminated by either party without cause upon giving 90 days written notice of intent to terminate. This Agreement may be terminated with less than 90 days notice if a party is in default of the terms of this Agreement. In the case of a default, the party alleging the default shall give the other party at least 30 days written notice of the alleged default, with opportunity to cure the default within the 30 day period.

8. State Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and to the extent those provisions apply, they are incorporated into this Agreement by reference. Specifically, it is a condition of this Contract that all employers working under this Agreement are subject employers that will comply with ORS 656.017.

9. Notices. Legal notice provided under this Agreement shall be delivered personally or by certified mail to the following individuals:

For the City of Troutdale:

Daryl Worthington
City of Troutdale
104 SE Kibling
Troutdale, OR 97060

For Metro:

Office Of General Counsel
Metro
600 NE Grand Avenue
Portland, OR 97232-2736

Informal coordination of this Agreement will be conducted by the following designated Project Managers:

For the City of Troutdale:

Daryl Worthington
City of Troutdale
104 SE Kibling
Troutdale, OR 97060
(503) 665-5175
FAX (503) 667-6403

For Metro:

Jennifer Ness
Metro
600 NE Grand Ave.
Portland, OR 97232
(503) 797-1647
FAX (503) 797-1795

The City of Troutdale may change the above- designated Project Manager by written notice to Metro. Metro may change the above-designated Project Manager by written notice to the City of Troutdale.

10. Attorney Fees. In the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court.

11. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party without prior written approval by the other party.

12. Integration. This writing contains the entire Agreement between the parties, and may only be amended by written instrument, signed by both parties.

13. Severability. If any portion of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken.

This Agreement is dated as of the last signature date below.

CITY OF TROUTDALE

METRO

By: *Paul Thalhofer*
Paul Thalhofer, Mayor
Print name and title

By: *Douglas E. Butler*
Douglas E Butler
Director General Svcs
Print name and title

1-11-95
Date

1/26/95
Date

ATTACHMENT A

SCOPE OF WORK

Project: "Metro Challenge" Funding for Year 5 of the Annual Waste Reduction Program for Local Government, hereinafter referred to as "the Program".

Contractor: City of Troutdale

Project Term: July 1, 1994 to June 30, 1995

Contractor's responsibilities:

The City Project Manager shall:

1. Ensure that by June 30, 1995, the minimum activities specified in the City of Troutdale's Annual Waste Reduction Program have been completed.
2. Provide to Metro a copy of the City Resolution/Ordinance approving the 1994-95 Annual Waste Reduction Program and corresponding Intergovernmental Agreement.
3. Assist Metro, to the extent practicable, with verification of the accuracy of information in the commercial sector database being developed in FY 1994-95. Information to be verified may include business size, location, type, levels of waste and recycling services being provided by franchised haulers.
4. Submit an annual report which details a) accomplishments of the City's Waste Reduction and recycling efforts; b) completion of the minimum activities set forth in the fifth year Program; c) compliance with state legislation; d) documentation which explains the commercial franchise and service level requirements and commercial rate structure; and e) interim information concerning the implementation status of the commercial recycling program and the methods that will be used to evaluate the program effectiveness. A more detailed report regarding the commercial recycling programs will not be due to Metro until November 1, 1995 or after one full year since program implementation, whichever occurs first. More detailed information regarding reporting requirements will be issued under separate cover by January 1995. The annual report shall be included as part of the fiscal year 1995-96 Program due to the Metro Project Manager on or before August 1, 1995.

5. Comply with resolution No. 90-1270, adopted by the Metro Council, which specifies that "Metro Challenge" grants are to be used to defray the costs of administering the Annual Waste Reduction Program for Local Government. They may not be used to retroactively fund programs or positions that were already in place before July 1, 1991.

Metro Project Manager's Responsibilities:

The Metro Project Manager or designated staff shall:

1. Provide technical assistance to the City Project Manager as necessary to develop, execute, monitor, and evaluate the project.
2. Provide assistance to the City Project Manager on promotional and educational activities.
3. Develop business database using information purchased from mailing list vendor and verified by Metro staff through field visits and feedback provided by City Project Manager. Metro will update database periodically to keep data as current as possible.
4. Provide finished and verified business database information to City Project Manager for use in implementation and assessment of commercial recycling program.
5. Monitor the general project progress and review as necessary the Contractor's accounting records relating to project expenditures.

Project budget and Terms of Payment:

The following "Metro Challenge" allocation will be paid to the City of Troutdale:

TOTAL	\$3,361
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A "Metro Challenge" payment of \$3,361 will be paid to the City of Troutdale in one lump sum on or before June 30, 1995.

JN:gbc
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November 1994 FINAL