

RESOLUTION NO. 1201

**A RESOLUTION ADOPTING THE CITY OF TROUTDALE'S
ANNUAL WASTE REDUCTION PLAN FOR YEAR SIX
(1995-96)**

WHEREAS, Metro has been designated by the State of Oregon as the responsible jurisdiction for solid waste planning; and

WHEREAS, Metro has developed a Regional Solid Waste Reduction Plan for the Metro Region; and

WHEREAS, the Regional Plan requires local cities to prepare an Annual Waste Reduction Plan.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

That the City of Troutdale hereby adopts the attached Year Six Annual Waste Reduction Plan.

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS 12TH DAY OF SEPTEMBER, 1995.

YEAS: 7
NAYS: 0
ABSTAINED: 0


Paul Thalhofer, Mayor

Dated: 9-13-95

ATTEST:


George Martinez, 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 1995-96 Annual Waste Reduction Program.
2. Term. This Agreement shall be effective July 1, 1995, and shall remain in effect through June 30, 1996 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 FOUR THOUSAND, FIVE HUNDRED TWENTY-THREE AND NO/100 DOLLARS (\$4,523.00) 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

By: Douglas E Butler

Paul Thalhofer, Mayor
Print name and title

Douglas E Butler, Director Admin
Print name and title Svc

Oct 5, 1995
Date

10/24/95
Date

ATTACHMENT A

SCOPE OF WORK

Project: "Metro Challenge" Funding for Year 6 of the Annual Waste Reduction Program for Local Government, hereinafter referred to as "the Program".

Contractor: City of Troutdale

Project Term: July 1, 1995 to June 30, 1996

Contractor's responsibilities:

The City Project Manager shall:

1. Ensure that by June 30, 1996, the minimum activities specified in the City of Troutdale's "Year Six Annual Waste Reduction Plan" (Attachment B) have been completed.
2. Provide to Metro a copy of the City Resolution/Ordinance approving the 1995-96 Annual Waste Reduction Program and corresponding Intergovernmental Agreement.
3. Submit an annual report which details a) accomplishments of the City's Waste Reduction and recycling efforts; b) completion of the foundation activities set forth in the sixth year program; c) completion of the eight expansion elements chosen as part of the sixth year program; and d) compliance with state legislation. The annual report shall be included as part of the fiscal year 1996-97 Program due to the Metro Project Manager on or before August 1, 1996.

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. 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 \$4,523

A "Metro Challenge" payment of \$4,523 will be paid to the City of Troutdale in one lump sum on or before June 30, 1996.

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September 19, 1995-FINAL

**CITY OF TROUTDALE
YEAR SIX ANNUAL WASTE REDUCTION PLAN
FISCAL YEAR 1995-96**

INTRODUCTION

There are seven waste reduction programs in the year six plan. After each program chart is a brief description of the foundation and expansion elements to be completed for the next fiscal year. The annual waste reduction plan will serve as a work plan for this fiscal year(1995-96). Troutdale is required to implement all foundation elements for each recycling program. In addition Troutdale is required to implement one expansion element for each recycling program plus one additional expansion element for a total of eight. The "X" indicates each foundation element Troutdale must implement and each expansion element that Troutdale has chosen to implement for the upcoming fiscal year.

I. RESIDENTIAL

FOUNDATION	Selected Tasks
1. Comply with all applicable OAR 340-90-040 chosen menu times.	X
2. Yard debris collection must meet minimum regional standard regardless of collection methods.	X
3. Aggressively pursue addition of scrap paper.	X
EXPANSION	Selected Tasks
1. Investigate addition of new materials and access to recycling for non-curb-side materials.	X
2. Work with Metro on home compost bin distribution program.	
3. Explore co-collection of garbage and yard debris.	
4. Explore selective mixing of recyclables.	
5. Explore a "recycling only" service.	
6. Explore causes of low-recycling in high 60 or 90 gallon roller-cart use areas.	
7. Adopt uniform standards for siting yard debris facilities.	
8. Other.	

Foundation

1. Troutdale will continue compliance with all applicable OAR 340-90-040 chosen menu items related to residential recycling. The chosen menu items for Troutdale are: provide a recycling container for each residential customer no later than January 1, 1993; provide, at least once each week, collection of source separated recyclables; provide a recycling education and promotion program that is expanded from the minimum requirements; and establish and implement a residential yard debris collection program.
2. Yard debris collection meets minimum regional standards according to Metro's assessment in the Spring of 1995. Troutdale will continue to meet minimum regional standards which are as follows: promote the home composting of yard debris and provide weekly on-route collection of yard debris.

- The collection of scrap paper as a recyclable has been available to Troutdale residents since October, 1994 and will continue to be available with expanded education and promotion.

Expansion

- Where feasible Troutdale will add new materials to the curbside collection program such as the addition of plastic bottles in July, 1995.

II. MULTI-FAMILY

FOUNDATION	Selected Tasks
1. Ensure placement of containers for at least 4 materials to substantially all (85%) of multi-family units and keep up with growth and development.	X
2. Update and distribute educational materials.	X
3. Modify/improve existing systems in place on an ongoing basis.	X
EXPANSION	Selected Tasks
1. Conduct surveys of program effectiveness (cooperative with Metro).	
2. Continue to provide data to Metro to help maintain accurate data base.	X
3. Investigate additional materials/perform trials.	
4. Other. Develop construction standards for garbage and recycling structures for multi-family and commercial developments.	X

Foundation

- Troutdale has recycling containers at all multi-family complexes with five or more units and will continue to ensure placement of containers at new developments. Troutdale will also attempt to target those existing complexes who have yet to take advantage of recycling services available.
- Troutdale intends to update its newsletter mailing list to include all apartment units located at complexes with five or more units.
- Ege Sanitary will, on an annual basis, evaluate recycling systems at all apartment complexes with five or more units to determine if upgrading is necessary. If needed, additional containers will be provided.

Expansion

- Troutdale will continue to help Metro maintain an accurate multi-family data base by submitting information annually in its Year End Report.
- The Public Works Department will be utilizing the help of a temporary employee to develop design standards for structures containing garbage and recycling containers for multi-family and commercial developments. Under the current process a developer or builder has no specific standards to follow when constructing these type of structures.