

**RESOLUTION NO.** 1349

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN METRO REGIONAL GOVERNMENT AND THE CITY OF TROUTDALE FOR FUNDING OF THE YEAR EIGHT ANNUAL WASTE REDUCTION PROGRAM**

**WHEREAS**, Metro has been designated by the State of Oregon as the agency responsible for meeting recycling level mandates within the Metro region; and

**WHEREAS**, Metro has adopted a Regional Solid Waste Management Plan for the Metro Region that requires each local jurisdiction to prepare and implement an Annual Waste Reduction Plan, while Metro provides each jurisdiction with funding for their program; and

**WHEREAS**, the City of Troutdale's Year 8 Annual Waste Reduction Plan has been approved by Metro and the City of Troutdale.

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

That the City of Troutdale hereby approves the attached Intergovernmental Agreement with Metro.

**YEAS:** 5

**NAYS:** 0

**ABSTAINED:** 0

  
Paul Thalhofer, Mayor

**Dated:** 12-3-97

 11-25-97  
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 1997-98 Annual Waste Reduction Program.

2. Term. This Agreement shall be effective July 1, 1997, and shall remain in effect through June 30, 1998 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 FIVE THOUSAND, EIGHT HUNDRED ELEVEN AND NO/100 DOLLARS (\$5,811.00) 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 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:

Christa Morrow  
City of Troutdale  
104 SE Kibling Avenue  
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:

Christa Morrow  
City of Troutdale  
104 SE Kibling Avenue  
Troutdale, OR 97060  
(503) 665-5175  
FAX (503) 667-6403

For Metro:

Jennifer Erickson  
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 the interpretation or enforcement of 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.

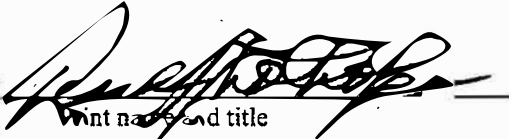
12. Integration. This writing contains the entire Agreement between the parties, and may only be amended by written instrument, signed by both parties.

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, but otherwise effective according to the provisions of Section 2.

CITY OF TROUTDALE

METRO

By:   
Print name and title

By:   
Print name and title

12-3-97  
Date

11-5-97  
Date

**Scott Moss**  
Manager, Risk & Contract Mgmt.

ATTACHMENT A

SCOPE OF WORK

Project: Funding for Year 8 of the Annual Waste Reduction Program for Local Government, hereinafter referred to as "the Program".

Contractor: City of Troutdale

Project Term: July 1, 1997 to June 30, 1998

Contractor's responsibilities:

The City Project Manager shall:

1. Ensure that by June 30, 1998, the minimum activities specified in the City of Troutdale's "Year Eight Annual Waste Reduction Plan" have been completed. This work plan (Attachment B) is incorporated into the scope of work by reference.
2. Provide to Metro a copy of the City Resolution/Ordinance approving the 1997-98 Annual Waste Reduction Program and corresponding Intergovernmental Agreement.
1. Submit an annual report which details a) accomplishments of the City's Waste Reduction and recycling efforts; b) completion of the activities set forth in the eighth year program; and c) compliance with state legislation. The Year 8 summary is due to the Metro Project Manager on or before August 1, 1998. Note: Year 9 annual plan is due to the Metro Project Manager on or before June 1, 1998.

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 allocation will be paid to the City of Troutdale:

TOTAL \$5,811

A payment of \$5,811 will be paid to the City of Troutdale in one lump sum on or before June 30, 1998.

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