

**RESOLUTION NO. 1.595**

**A RESOLUTION ADOPTING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TROUTDALE AND METRO FOR THE COMMERCIAL TECHNICAL ASSISTANCE PROGRAM**

**THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:**

1. Metro has been designated by the State of Oregon as the agency responsible for meeting recycling level mandates within the Metro region; and
2. Metro has adopted the Commercial Technical Assistance Program (CTAP) for the Metro Region; and
3. The Regional Plan requires each local jurisdiction to provide solid waste and recycling technical assistance to commercial businesses.
4. The CTAP will provide the City with \$3,876 in funding from Metro to implement the commercial assistance program.

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

That the City of Troutdale hereby approves the attached Commercial Technical Assistance Program Intergovernmental Agreement between the City of Troutdale and Metro.

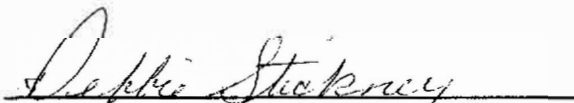
**YEAS:** 5

**NAYS:** 0

**ABSTAINED:** 0

  
**Paul Thalhofer, Mayor**

**Dated:** April 24, 2002

  
**Debbie Stickney, City Recorder**

**Adopted:** April 23, 2002

**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 Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and the CITY OF TROUTDALE, hereinafter referred to as "City", whose address is 104 SE Kibbling, 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 Commercial Technical Assistance Program.

2. Term. This Agreement shall be effective January 1, 2002, and shall remain in effect through April 30, 2003 unless earlier terminated in conformance with this Agreement.

3. Services Provided. City 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 City for services performed and materials delivered in the maximum sum of THREE THOUSAND EIGHT HUNDRED SEVENTY-SIX AND NO/100 DOLLARS (\$3,876.00) in the manner and at the time designated in the Scope of Work, Attachment A.

5. Insurance. City 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. City 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, City 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 City'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 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 City:**

Kevin Rauch  
City of Troutdale  
104 SE Kibbling  
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 City:**

Kevin Rauch  
City of Troutdale  
104 SE Kibbling  
Troutdale, OR 97060  
(503) 665-5175  
FAX (503) 665-6403

**For Metro:**

Steve Apotheker  
Metro  
600 NE Grand Ave.  
Portland, OR 97232  
(503) 797-1698  
FAX (503) 797-1795

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

change the above-designated Project Managers by written notice to City.

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: Meg Lynch

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Paul Thalhofer, Mayor

MEG LYNCH, ALTING MANAGER  
Print name and title

April 24, 2002  
Date

4/30/02  
Date

**ATTACHMENT A**

**SCOPE OF WORK**

**Purpose:** Funding to the City of Troutdale for the Commercial Technical Assistance Program (CTAP), which will provide staff to assist businesses in increasing their waste prevention, recycling and buy recycled efforts.

- A) Term: January 1, 2002 to April 30, 2003.
- B) Eligible businesses: All businesses, institutions and government facilities in the City of Troutdale.
- C) Payment shall be made in one lump sum to the City of Troutdale by invoice received by Metro prior to June 30, 2002.
- D) Metro responsibilities. Metro shall:
  - 1. Convene the Commercial Recovery Work Group, which shall consist of Metro, the City and other representatives of local governments that oversee commercial recovery programs.
  - 2. Develop in conjunction with the Commercial Recovery Work Group, the list of core actions in recycling, waste prevention and buy recycled that shall be addressed by the City in its on-site visits to businesses.
  - 3. Develop in conjunction with the Commercial Recovery Work Group, the resources, such as desk-side paper collection containers, that shall be provided to businesses.
  - 4. Provide a database of businesses in the City's jurisdiction.
  - 5. Provide technical assistance and resources to the City as needed to develop, execute, monitor and evaluate this commercial technical assistance program.
  - 6. Work with local governments technical assistance staff to provide an evaluation of Metro facilities in recycling, waste prevention and buy recycled areas.
  - 7. Develop and review the program goals in conjunction with the Commercial Recovery Work Group.
- E) City's responsibilities. City shall:
  - 1. Develop an outreach strategy to businesses that places a priority on the largest firms as determined by number of employees and is consistent with the business profile and current service delivery in that jurisdiction. The outreach strategy shall indicate a priority in providing technical assistance to that jurisdiction's government facilities on recycling, waste prevention and buy recycled efforts.
  - 2. Provide technical assistance to each business with on-site visits that address a minimum set of core actions for recycling, waste prevention and buy recycled as identified by the

Commercial Recovery Work Group.

3. Provide resources to that business as identified by the Commercial Recovery Work Group.
4. Collect data for each business that summarizes key contact information and the actions taken in recycling, waste prevention and buy recycled.
5. Enter all data in a database whose design allows for regional analysis of program data.
6. Contact each business to conduct an on-site evaluation of the changes they have made approximately six months after the conclusion of the technical assistance to that business.
7. Prepare a progress report on or before April 30, 2003 that summarizes program accomplishments for the previous 2002 calendar year, including the number of businesses contacted and visited and progress toward the program's goals.
8. Assist Metro in a regional evaluation of businesses that have received technical assistance and those businesses that have not.
9. Provide a copy of the City's commercial technical assistance business database to Metro upon request.

SA:clk

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