

## RESOLUTION NO. 1668

### A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN METRO REGIONAL GOVERNMENT AND THE CITY OF TROUTDALE FOR FUNDING OF THE YEAR FOURTEEN ANNUAL WASTE REDUCTION 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 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
3. The City of Troutdale's Year 14 Annual Waste Reduction Plan has been approved by Metro.

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

**Section 1.** The City of Troutdale hereby approves the attached Intergovernmental Agreement between Metro Regional Government and the City of Troutdale for funding of the Year 14 Annual Waste Reduction Program.

**Section 2.** This Resolution is effective immediately upon adoption.

**YEAS: 5**

**NAYS: 0**

**ABSTAINED: 0**

  
\_\_\_\_\_  
Paul Thalhofer, Mayor

Dated: 8-28-03

  
\_\_\_\_\_  
Sarah Greif, Office Support Specialist

Adopted: August 26, 2003

**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 "Contractor", 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 Metro and Local Government Partnership Plan for Waste Reduction: Planned Maintenance Activities.

2. Term. This Agreement shall be effective July 1, 2003, and shall remain in effect through June 30, 2004 unless earlier terminated in conformance with this Agreement.

3. Services Provided. Contractor 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 (Attachments A and B).

4. Payment for Services. Metro shall pay Contractor for services performed and materials delivered in the maximum sum of SIX THOUSAND, ONE HUNDRED AND EIGHTY-SIX DOLLARS (\$6,186) in the manner and at the time designated in the Scope of Work.

5. Insurance. Contractor 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. Contractor 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, Contractor 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 Contractor'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 Contractor:**

Kevin Rauch  
City of Troutdale  
104 SE Kibling  
Troutdale, OR 97060

**For Metro:**

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

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

**For Contractor:**

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

**For Metro:**

Jennifer Erickson  
Metro  
600 NE Grand Ave.  
Portland, OR 97232  
(503) 797-147  
FAX (503) 797-1795

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

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 Thälhofer  
Paul Thälhofer  
Print name and title  
Mayor

By: Lee Barrett  
LEE BARRETT  
Manager  
Print name and title

8-28-03  
Date

9/5/03  
Date

Attachment A

**SCOPE OF WORK**

I. Task: Funding for Year 14 of the Metro and Local Government Partnership Plan for Waste Reduction: Planned Maintenance Activities.

a) Term: July 1, 2003 to June 30, 2004

b) Contractor's responsibilities. Contractor shall:

1. Provide to Metro a copy of the Contractor's Resolution or Ordinance approving this Intergovernmental Agreement including all of its attachments.
2. Ensure that by June 30, 2004, the minimum activities specified in Attachment B, the "Planned Maintenance Activities" have been completed.
3. On or before August 1, 2004, submit the following:
  - A) Attachment B with all reporting sections fully filled out.
  - B) Demonstrate compliance with OAR 340-090-0040.

c) Metro Responsibilities. Metro shall:

1. Provide technical assistance to Contractor as necessary to develop, execute, monitor, and evaluate the project.
2. Provide assistance to Contractor on promotional and educational activities.
3. Monitor the general project progress and review as necessary the Contractor's accounting records relating to project expenditures.

d) Budget and Terms of Payment:

Upon completion of tasks in section (b)(1) of this Scope of Work, but no later than June 30, 2004, Metro shall pay contractor \$6,186 in one lump sum. Contractor and Metro recognize that the Metro and Local Government Partnership Plan for Waste Reduction: Planned Maintenance Activities is a multi-year program and that future rounds of funding will depend in part on Contractor's performance in implementing Planned Maintenance Activities during the term of this contract.

Attachment B

**City of Troutdale Annual Plan: Year 14**  
**2003-04**

**Program Overview Narrative:**

The City of Troutdale provides waste reduction oversight, education, and planning for the incorporated area of the City of Troutdale. This program reaches the residential, school, and commercial sectors. Staff participates in regional workgroups to coordinate programs and assure that regional consistency is a high priority.

The City of Troutdale has 0.3 FTE assigned to Solid Waste and Recycling issues in the Solid Waste and Recycling Department. These issues include franchising of solid waste collection, conducting periodic rate reviews, providing public education, promotion of waste reduction, and participation in regional planning activities.

An additional \$3,900 to support the Commercial Technical Assistance Program (CTAP) has been acquired from Metro by way of an intergovernmental agreement (IGA). The City of Troutdale has contracted with the Portland State University's Community Environmental Services Department to conduct the CTAP audits for the City

The solid waste and recycling staff person has a phone line, which is published in phone directories, on printed materials, in Chamber directories, in City newsletters and at events to address citizen questions, complaints, and comments. It is important to the City that citizens have a local number to call to find answers to their questions.

A citywide mailer goes to all mail recipients (approximately 14,000 residents) six times per year. This is an 8-page newsletter titled *The Troutdale Champion*, focusing on multiple aspects of City business as well as waste reduction and solid waste and recycling. In addition, the *Troutdale Spring Recycler* is mailed out once a year in the spring to all residents of the City. This 4-8-page newsletter covers a variety of solid waste and recycling topics but mainly focuses on the Annual Spring Cleanup event that is put on each spring by the City.

Staff participates with the local Chamber of Commerce to gain access to the business community and share waste prevention information. The Business Recycling Awards Group (BRAG) program is promoted to businesses. Helpful hints and reminders of programs are printed in the City newsletters throughout the year.

**PLANNED MAINTENANCE ACTIVITIES FOR FISCAL YEAR 2003-04**

The Program Plan Table is divided into two sections: Planning and Reporting. The planning section lists program areas under the header marked "Tasks" which are to be completed in detail by Metro and local governments. All outreach, education, collection and other existing program efforts are to be listed under each task area with an associated implementation date noted under the heading "Planned Date." The section header "R/WP/B" identifies whether this particular program or activity is primarily recycling (R), waste prevention (WP) or both (B). This notation is to assist Metro in the collection of data for reporting to the Department of Environmental Quality on the region's waste prevention activities. The completed planning section of the table is due to Metro no later than June 1, 2003.

PLANNING			REPORTING	
Tasks	Planned Date	R/WP/B	Implemented Date	Implementation Status/Results
<b>Residential</b>				
<ul style="list-style-type: none"> <li>▪ Waste prevention and recycling information will be included in our fall rate mailing to all Troutdale residents.</li> </ul>	October 2003	B		
<ul style="list-style-type: none"> <li>▪ Information on recycling, buying recycled and waste prevention will be included in "The Troutdale Spring Recycler", which is mailed to all Troutdale residents.</li> </ul>	April 2004	B		
<ul style="list-style-type: none"> <li>▪ Recycling, waste prevention and buying recycled information will be included in the City's newsletter, "The Troutdale Champion", mailed to all residents.</li> </ul>	Mailed 6 times a year	B		
<ul style="list-style-type: none"> <li>▪ Continue to respond to customer inquiries and to address service issues with the franchised hauler.</li> </ul>	Ongoing throughout the year	R		
<b>Multifamily</b>				
<ul style="list-style-type: none"> <li>▪ Continue to participate in the plan review process for multi-family complexes to ensure that 100% of all multi-family complexes provide for recycling at least 4 materials.</li> </ul>	Ongoing throughout the year	R		
<ul style="list-style-type: none"> <li>▪ Provide recycling and waste prevention information in fall multi-family brochure mailing.</li> </ul>	October 2003	B		
<ul style="list-style-type: none"> <li>▪ Provide multi-family waste prevention and recycling information in "The Troutdale Spring Recycler" which is</li> </ul>	April 2004	B		

<p>mailed to all residents including multi-family.</p> <ul style="list-style-type: none"> <li>Continue to respond to customer inquiries and to address service issues with the franchised hauler.</li> </ul>	<p>Ongoing throughout the year</p>	<p>R</p>		
<p><b>Home Composting</b></p>				
<ul style="list-style-type: none"> <li>Information about home composting and composting workshops will be provided in "The Troutdale Champion", mailed to all residents.</li> <li>Home composting information will also be included in "The Troutdale Spring Recycler" mailed to all Troutdale residents in the spring.</li> <li>Continue to provide the yard debris exemption program and distribute Metro's home composting brochures during yard debris exemption inspections &amp; at the entrance to City Hall.</li> </ul>	<p>Mailed 6 times a year</p> <p>April 2004</p> <p>Ongoing throughout the year</p>	<p>B</p> <p>B</p> <p>B</p>		
<p><b>Commercial</b></p>				
<ul style="list-style-type: none"> <li>Provide waste prevention, recycling, and solid waste and recycling service information to all Troutdale businesses in our fall commercial mailing</li> <li>Provide information on BRAG (Business Recycling Awards Group) and promote BRAG businesses in our Spring BRAG</li> <li>Give presentation at a Chamber of Commerce meeting to promote recycling, waste prevention and BRAG.</li> <li>Distribute commercial recycling kit to new businesses during final occupancy approvals that include information on waste prevention, buying recycled, &amp; solid waste and recycling services offered by our franchised hauler.</li> </ul>	<p>October 2003</p> <p>May 2004</p> <p>Sept. 2003</p> <p>Ongoing throughout the year</p>	<p>B</p> <p>B</p> <p>B</p> <p>B</p>		

<b>Construction &amp; Demolition</b>				
<ul style="list-style-type: none"> <li>Distribute information on construction site recycling at pre-construction meetings.</li> </ul>	Ongoing throughout the year	B		
<b>Household Hazardous Waste</b>				
<ul style="list-style-type: none"> <li>Information on HHW, HHW events, and Metro's HHW facilities will be included in "The Troutdale Champion" mailed to all residents.</li> </ul>	Mailed 6 times a year	B		
<ul style="list-style-type: none"> <li>Information on HHW, HHW events and Metro's HHW facilities will be included in "The Troutdale Spring Recycler", mailed to all Troutdale residents</li> </ul>	April 2004	B		
<b>Regional Planning Support</b>				
<ul style="list-style-type: none"> <li>Troutdale will continue to participate in and support regional commercial and residential recycling and waste prevention campaigns.</li> </ul>	Ongoing throughout the year	B		
<ul style="list-style-type: none"> <li>Information to promote Metro's annual compost bin sale will be included in "The Troutdale Champion" mailed to all residents.</li> </ul>	Mailed 6 times a year	B		
<b>School Outreach and Education</b>				
<ul style="list-style-type: none"> <li>Implement and promote the Oregon Green Schools program and Troutdale's School Recycling and Waste Reduction Incentives Program to all Troutdale schools.</li> </ul>	Sept. 2003	B		
<ul style="list-style-type: none"> <li>Provide information on waste reduction, recycling, HHW, and home composting to the school's recycling representative and to the students through educational presentations and materials given to students at earth day and throughout the school year.</li> </ul>	Earth Day: April 2004  Ongoing throughout the school year	B		

Other				
<ul style="list-style-type: none"> <li>▪ Comply with all Oregon State Laws.</li> </ul>	Ongoing	B		
<ul style="list-style-type: none"> <li>▪ Administer the City's Annual Spring Clean-up Event.</li> </ul>	April/May 2004	B		
<ul style="list-style-type: none"> <li>▪ Continue to participate in the construction and demolition task force.</li> </ul>	Ongoing	B		
<ul style="list-style-type: none"> <li>▪ Report jurisdictional solid waste and recycling data to Metro. (required).</li> </ul>	Ongoing	B		

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