

## RESOLUTION NO. 1777

### A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN METRO REGIONAL GOVERNMENT AND THE CITY OF TROUTDALE FOR FUNDING OF THE YEAR SIXTEEN 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 16 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 (IGA) between Metro Regional Government and the City of Troutdale for funding of the Year 16 Annual Waste Reduction Program.


Section 2. The Mayor is authorized to sign the attached IGA on behalf of the City of Troutdale.


Section 3. This resolution is effective immediately upon adoption.

YEAS: 5

NAYS: 0

ABSTAINED: 0

  
Paul Thalhofer, Mayor  
Dated: September 29, 2005

  
Debbie Stickney, City Recorder  
Adopted: September 27, 2005

**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 Annual Waste Reduction Plan: Maintenance of Existing Programs.

2. Term. This Agreement shall be effective July 1, 2005, and shall remain in effect through June 30, 2006 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, EIGHTY-ONE AND NO/100THS DOLLARS (\$6,081.00) 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:**

Jack Hanna  
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:**

Jack Hanna  
City of Troutdale  
104 SE Kibling  
Troutdale, OR 97060  
(503) 674-7270  
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 Thalhofer, Mayor  
Print name and title

Date

October 27, 2005

By: \_\_\_\_\_



**LEE BARRETT**  
**Manager**

\_\_\_\_\_  
Print name and title

Date

11/15/2005

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Attachment A

**SCOPE OF WORK**

I. Task: Funding for Year 16 of the Metro and Local Government Annual Waste Reduction Plan: Maintenance of Existing Programs.

- a) Term: July 1, 2005 to June 30, 2006
- 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, 2006, the minimum activities specified in Attachment B, the "Planned Maintenance Activities" have been completed.
  - 3. On or before August 1, 2006, 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, 2006, Metro shall pay contractor \$6,081 in one lump sum. Contractor and Metro recognize that the Metro and Local Government Annual Waste Reduction Plan: Maintenance of Existing Programs 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.

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# CITY OF TROUTDALE



## YEAR SIXTEEN ANNUAL WASTE REDUCTION PLAN

FISCAL YEAR 2005/2006

The Year Sixteen Waste Reduction Plan will serve as a work plan for the 2005/2006 fiscal year. Troutdale will actively work to meet individual local government goals and cooperatively assist Metro, other local governments, and Troutdale's local franchised hauler, Waste Management, throughout the year to meet regional goals and comply with state law.

**CITY OF TROUTDALE  
YEAR SIXTEEN  
WASTE REDUCTION PLAN - FISCAL YEAR 2005-06**

As in past years, the funding assistance provided to local jurisdictions for the maintenance of existing programs is allocated on a per-capita basis. Each jurisdiction receives an allocation based upon its percent of the region's total population.

The FY 2005-06 allocation for the City of Troutdale equals \$6,081. This represents 19.6% of the overall City's solid waste and recycling budget.

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.

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 information, and promotion of waste reduction.

An additional \$4,521 to support the Commercial Technical Assistance Program (CTAP) has been acquired from Metro. Metro has directly 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) four 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.

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 The City of Troutdale Solid Waste and Recycling Department. 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.