

## **RESOLUTION NO. 1855**

### **A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN METRO REGIONAL GOVERNMENT AND THE CITY OF TROUTDALE FOR FUNDING OF THE YEAR SEVENTEEN 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 17 Annual Waste Reduction Plan has been approved by Metro


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

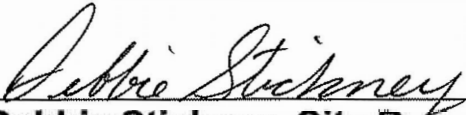
- Section 1. The City of Troutdale hereby approves the attached Intergovernmental Agreement (IGA) between Metro Regional Government and the City of Troutdale for funding of the Year 17 Annual Waste Reduction Program.
- Section 2. The Mayor is authorized to sign the attached IGA on behalf of the City of Troutdale.
- Section 3. The Mayor is authorized to sign any addendums to the Intergovernmental Agreement that may arise during the course of the project.
- Section 4. This resolution is effective immediately upon adoption.

**YEAS: 7**

**NAYS: 0**

**ABSTAINED: 0**

  
\_\_\_\_\_  
**Paul Thalhøfer, Mayor**  
*February 14, 2007*  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Debbie Stickney, City Recorder**

**Adopted: February 13, 2007**

**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 Year 17 Metro and Local Government Annual Waste Reduction Plan.
2. Term. This Agreement shall be effective July 1, 2006, and shall remain in effect through June 30, 2007 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, THREE HUNDRED FORTY-EIGHT AND NO/100THS DOLLARS (\$6,348.00) 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 279A, B & C 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:**

Bryce Jacobson  
Metro  
600 NE Grand Ave.  
Portland, OR 97232  
(503) 797-1663  
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*

By: *Lee Barrett*

Paul Thalhofer, Mayor  
Print name and title

LEE BARRETT  
Manager  
Print name and title

February 14, 2007  
Date

2/20/2007  
Date

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Attachment A  
**SCOPE OF WORK**

I. Task: Funding for Year 17 of the Metro and Local Government Annual Waste Reduction Plan.

- a) Term: July 1, 2006 to June 30, 2007.
- 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, 2007, the activities specified in Attachment B have been completed.
  - 3. On or before August 1, 2007, submit the following:
    - A) A completed reporting worksheet.
    - B) Demonstrated 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, 2007, Metro shall pay Contractor \$6,348 in one lump sum. Contractor and Metro recognize that the Metro and Local Government Annual Waste Reduction Plan is a multi-year program and that future rounds of funding will depend in part upon Contractor's performance in implementing program activities during the term of this contract.

Attachment B

# City of Troutdale



## Year Seventeen Annual Waste Reduction Plan

Fiscal Year 2006/2007

**2006-2007 (Year 17)  
Metro and Local Government  
Annual Waste Reduction Work Plan**

**I. Introduction**

Since 1990, Metro and its local government partners have developed cooperative plans to implement the region's waste reduction and recycling programs. These plans serve as one of the implementation tools for the Regional Solid Waste Management Plan (RSWMP) that provides direction for waste reduction programs for the metropolitan region. Because the RSWMP update and revision for the years 2005-2015 is still underway, an Interim Waste Reduction Plan was created in 2005 to guide programs until the fully revised RSWMP is adopted; at which point, the Interim Plan will be reviewed and incorporated into the RSWMP. In July 2005, the Metro Council directed staff to proceed with implementation of the Interim Plan.

The Annual Waste Reduction Work Plan is the primary means by which Metro and local governments plan for waste reduction and recycling programs, projects and activities. Plans are developed on an annual basis by regional work groups and reviewed by stakeholder groups and policy makers.

**II. Plan Structure & Format**

The Annual Work Plan is divided into two areas:

- Regional Program Focus Areas
- Maintenance of Existing Programs

The Regional Program Focus Areas are regionally coordinated work plans that address specific sectors of the region (Single-Family Residential, Multi-Family Residential, Business, Construction & Demolition, Commercial Organics). These plans are designed to address the individual needs, barriers and the particular circumstances affecting each sector. The focus area work plans provide specific action steps, staffing and budgets for achieving the larger objectives within the RSWMP. This annual planning process allows for a flexible and more rapid response to changing conditions, enables the region to quickly phase out those tasks that prove less effective, and allows for shifting efforts and resources between areas as need arises.

The second area of the Annual Work Plan focuses on maintaining existing and established local and regional waste reduction and recycling programs through per capita grants to local governments. Significant progress in waste reduction & recycling has been made over past years through these existing programs. In order to maintain these successes, established programs must continue to be funded, staffed and maintained at the same time that new initiatives are introduced. The funding assistance provided to local jurisdictions to maintain existing programs is allocated on a per capita basis. Each jurisdiction receives an allocation based upon its percent of the region's total population.

**III. Compliance with State Law and the Regional Solid Waste Management Plan**

All local jurisdictions are required to comply with the provisions set forth in State Law (OAR 340-090-0040 and ORS 459A) in addition to compliance with the RSWMP. Metro has been designated by the State as the reporting agency for the region's three county area and local jurisdictions are to provide data to Metro to assist with this annual reporting responsibility. Metro will review Annual Reports for compliance with state law. Those programs that appear to be out of compliance will be reviewed with the local jurisdiction and if not resolved satisfactorily, will be referred to DEQ for further action.

#### **IV. Regional Program Focus Areas**

For 2006-07 the Regional Program Focus Areas are Multi-Family Residential, Business, Construction & Demolition, and Commercial Organics.

These focus areas form the core of the work and activities to be implemented in the region. Each of the programs was identified as needing intensive, focused planning and implementation efforts over the next few years.

#### **V. Maintenance of Existing Programs**

The objectives of the maintenance section are to maintain and increase recovery through existing local government waste reduction and recycling programs; to provide an incentive for local governments to participate in regional waste reduction planning activities; and to continue to ensure the region is meeting (and exceeding) required state program elements for waste reduction and recycling programs.

The maintenance program format is intentionally simple and straightforward. Local governments will submit an overview of existing programs in place; detailing the outreach, education and collection programs currently implemented and the efforts they will engage in to maintain these programs. This will provide a comprehensive regional picture of existing programs in place. The plan format outline is presented in Appendix B.

For jurisdictions receiving \$100,000 or more in funding allocations, an additional reporting element and a different disbursement method is used. Funding is released in two allotments; the first half upon signature of the Intergovernmental Agreement, and the second after receipt of a satisfactory interim progress report is received and approved by Metro. The intent is to more closely monitor the funds and to provide a greater degree of accountability for large allocations.

#### **VI. Monitoring and Evaluation**

The Regional Program Focus Areas and Maintenance of Existing Programs sections of the annual plan each have independent progress measurement and reporting scenarios tied to the specific tasks involved. These performance measures, combined with the annual DEQ Material Recovery Survey Report, will be used to assess progress.

### **Regional Program Focus Areas**

Monitoring and evaluation methods have been developed for each focus area and are incorporated into the individual plans.

### **Maintenance of Existing Programs**

Annual reports documenting efforts completed by local governments are submitted to Metro no later than August 1, 2008. Reports detail each task's actual implementation date, as well as relevant status reports, changes and noted results. These annual reports serve as the basis for monitoring the status of existing programs and progress with regard to the RSWMP as well as required annual reporting to the Oregon Department of Environmental Quality.

The maintenance efforts will also be reviewed and evaluated based upon accountability and effectiveness. These measures include:

- Local governments will identify and undertake a specific curbside recycling outreach activity for an existing local government program.
- Local government representatives will participate in at least one regional waste reduction planning group (larger jurisdictions will tend to participate in more than one group).
- Local governments will provide jurisdictional solid waste and recycling budget information to Metro.
- Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed).

**Year 17 (FY 2006-07) Local Government Annual Work Plan Template**

Jurisdiction: City of Troutdale Contact: Jack Hanna

**I. Program Overview Narrative**

The City of Troutdale regulates and manages the community's solid waste system, with collection services provided by a single franchised hauler. In this role it establishes the rates paid by customers of the franchised hauler, administers City code, provides customer a customer contact point regarding service, and plans collection system changes. This system administration work is a time-consuming component of the overall recycling and solid waste program. The City also plays the primary role in providing waste reduction information and assistance to its residents, businesses and schools.

Troutdale will have .30 full-time employees in its Recycling & Solid Waste Program in 2006/07.

Although all of the maintenance activities summarized in the chart below are important, the city will continue to place particular emphasis on enhancing waste reduction and recycling practices in the Year 17. This will be done by continuing to provide on-site assistance through the Recycle at Work program with assistance from Portland State University ensuring that the local hauler provides recyclable collection service. . In addition, in May 2006 the City Council authorized a new roll cart program for recycling collection. This program was implemented in June and will be monitored during year 17.

**II. Budget Information**

The Year 17 allocation for Troutdale equals \$6,348, which is 17.4% of the Troutdale Recycling and Solid Waste program budget.

**III. Annual Program Tasks**

Complete the following tables listing specific efforts planned for completion during this fiscal year. Identify if the particular program or activity is primarily ongoing (O), revised (R) or new (N).

Single Family Residential (Includes home composting)	
Tasks	Status
1. Recycling, waste prevention and buying recycled information will be included in the City's newsletter, "The Troutdale Champion". This is mailed to all residents 6 times per year. This task will be the required curbside outreach activity	O
2. Continue to respond to customer inquires and to address service issues with franchised hauler. Ongoing throughout the year	O
3. Provide information on waste reduction, recycling, HHW, and home composting at the City's annual Earth Day event. April 2007	O
4. Review of rates & Franchise agreement by end of December 2007, in conjunction with the preparation of new franchise agreement in 2008.	N
5. Provide residential customers a rate reduction for composting yard debris	O
6. Initiated new curbside recycle program using roll out cards allowing co-mingling of product other than glass and plastic bottles. This program is being monitored for customer response.	N

Multifamily Residential	
Tasks	Status
1. Continue to participate in the plan review process for multifamily complexes to ensure that 100% of all multifamily complexes provide for recycling of at least 4 materials. Ongoing throughout year	O
2. Information is included in City's newsletter for all existing multifamily units. Mailed 3 times per year.	O
3. Respond to customer inquiries and address service issues with franchised hauler. Ongoing throughout year	O
4. Monitor proper recycling activity and trash enclosures	O
5. Implement the quarterly reporting requirements that have been agreed to in the multi-family work plan	N

Business	
Tasks	Status
1. Distribute commercial recycling kit to new businesses during final occupancy approvals that include information on waste prevention, buying recycled, and solid waste and recycling services offered by franchised hauler. Ongoing throughout year.	O
2. Provide recycling program to businesses in accordance with the Recycle At Work program in conjunction with Portland State University.	O
3. Work with franchise hauler to provide recycling services and information to all business locations	O
4. Participate in the regional branding and outreach campaign	N

**Status Key:**

O = Ongoing (minor administrative updates and changes only.)

R = Revised (major program policy or implementation adjustments.)

N = New (brand new program, or substantially revised or reconstituted.)

Construction & Demolition	
Tasks	Status
1. Distribute information on construction site recycling at pre-construction meetings. The Metro Tool Kit and information on local construction debris ordinance will be used. Ongoing throughout year. Amount issued is dependence on building activity. Estimate approximately 20.	O

Commercial Organics	
Tasks	Status
1. Evaluate potential organics collection options by monitoring Gresham's Implementation of the organics pilot collection program, beginning in the fall.	N

School Outreach & Education	
Tasks	Status
1. Implement and promote the Oregon Green Schools program and Troutdale's School Recycling and Waste Reduction Incentives Program to all Troutdale schools. This includes Troutdale Elementary, Sweetbriar Elementary School, Walt Morrey Middle School, and Reynolds HS. This program has been managed by Gresham's Green School program since Sept. 2006	O
2. Provide information on waste reduction, recycling, HHW, and home composting to the schools recycling representatives and to the students through educational materials given to students at earth day and throughout the school year April 2007.	O

Toxicity Reduction	
Tasks	Status
1. Partner with City of Gresham on household hazardous waste collection event.	N
2. Distribute information on alternatives to hazardous material products in the Troutdale Champion	O
3. Partner with Gresham to establish a fluorescent light collection point in East County	N

Other/Special Events	
Tasks	Status
1. Comply with all Oregon State Laws related to solid waste and recycling.	O
2. Administer the City's Annual Spring Clean-up Event April/May 2007	O
3. Report jurisdictional solid waste and recycling data to Metro by reports supplied to City from single hauler.	O
4. .30 FTE assigned to this position and downtown meetings with various committees	O

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