

RESOLUTION NO. 1913

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:

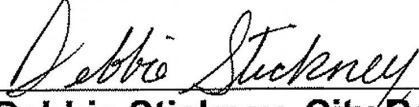
1. Metro has been designated by the State of Oregon as the agency responsible for meeting recycling level mandates within the Metro region; and
2. Metro has adopted a regional Solid Waste Management Plan for the Metro Region that requires each local jurisdiction to prepare and implement an Annual Waste Reduction Plan, while Metro provides each jurisdiction with funding for their program; and
3. The City of Troutdale's Year 18 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 18 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: 6
NAYS: 0
ABSTAINED: 0


Paul Thalkofer, Mayor
December 12, 2007
Date


Debbie Stickney, City Recorder

Adopted: December 11, 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 18 Metro and Local Government Annual Waste Reduction Plan.

2. Term. This Agreement shall be effective July 1, 2007, and shall remain in effect through June 30, 2008 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, FIVE HUNDRED SEVENTY-THREE AND NO/100THS DOLLARS (\$6,573.00) 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: 

By: 

Paul Thalhofer, Mayor
Print name and title

acting Manager LEE BARRETT
Print name and title

December 12, 2007
Date

12/27/07
Date

BJ:gbc
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Attachment A
SCOPE OF WORK

Task: Funding for Year 18 of the Metro and Local Government Annual Waste Reduction Plan.

- a) Term: July 1, 2007 to June 30, 2008.
- 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, 2008, the activities specified in Attachment B have been completed.
 3. On or before August 1, 2008, 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, 2008, Metro shall pay Contractor SIX THOUSAND, FIVE HUNDRED SEVENTY-THREE AND NO/100THS DOLLARS (\$6,573.00) 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
2007-2008 (Year 18)
Metro and Local Government
Annual Waste Reduction Work Plan

YEAR 18 (FY 2007-08) 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 2007/08.

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 18. 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 as voluntary participation in June 2006 and will be considered for mandatory participation during Year 18.

II. Budget Information

The Year 18 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).

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.)

Single Family Residential (Include home composting programs)	
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 2008	O
4. Review of rates & Franchise agreement by end of December 2007, in conjunction with the preparation of new franchise agreement in 2008.	O
5. Promote composting and rate reduction for SFD on our web site and with an article in Champion once per year.	O

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 6 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. Report data to Metro as provided by Waste Management	

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.)

Business

(NOTE: Local jurisdictions that submit Recycle at Work plans and receive associated funding need only list tasks implemented outside of the Recycle at Work program.)

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.	
5.	

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
2.	
3.	
4.	
5.	

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
2. No action is scheduled in Troutdale on this program at present time.	N
3.	
4.	
5.	

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.)

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, and Walt Morrey Middle School. This program has previously been managed by Gresham's Green School program since Sept. 2006 and will now be managed by City of Troutdale. Will begin with start of new school year 9/2007	N
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
3.	
4.	
5.	

Toxicity Reduction

Tasks	Status
1. Partner with City of Gresham on household hazardous waste collection event.	O
2. Distribute information on alternatives to hazardous material products in the Troutdale Champion	O
3.	
4.	
5.	

Other/Special Events

Tasks	Status
1. Required: Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed).	O
2. Comply with all Oregon State Laws related to solid waste and recycling.	O
3. Administer the City's Annual Spring Clean-up Event April/May 2008	O
4. .30 FTE assigned to this position and downtown meeting with various committees is time consuming on other assigned task.	N/A

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