

RESOLUTION NO. 2057

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN METRO REGIONAL GOVERNMENT AND THE CITY OF TROUTDALE FOR FUNDING OF THE YEAR TWENTY 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 20 Annual Waste Reduction Plan has been approved by Metro.

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

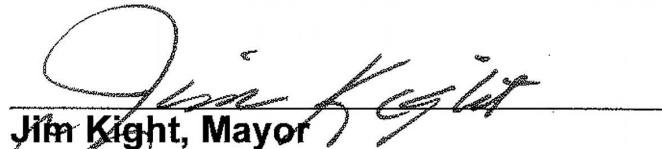
Section 1. The City of Troutdale hereby approves the attached Intergovernmental Agreement (IGA) between Metro Regional Government and the City of Troutdale for funding for the Year 20 Annual Waste Reduction Program.


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

Section 3. The Mayor is authorized to sign any addendums to the IGA that may arise during the course of the program.

Section 4. This resolution is effective immediately upon adoption.

YEAS: 6
NAYS: 0
ABSTAINED: 0



Jim Kight, Mayor


Date



Debbie Stickney, City Recorder

Adopted: June 22, 2010

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, Oregon 97232-2736, and CITY OF TROUTDALE, hereinafter referred to as "City", 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 20 Metro and Local Government Annual Waste Reduction Plan and the Recycle at Work Program.

2. Term. This Agreement shall be effective July 1, 2009, and shall remain in effect through June 30, 2010 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 (Attachments A).

4. Payment for Services. Metro shall pay City for Annual Waste Reduction services performed and materials delivered in the maximum sum of SIX THOUSAND NINE HUNDRED THIRTY-SEVEN AND NO/100THS DOLLARS (\$6,937.00).

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. Subject to the limits of the Oregon Constitution and Oregon Tort Claims Act, City shall hold harmless Metro, its officers and employees from any claims or damages or property or injury to persons or for any penalties or fines, which may be occasioned in whole or in part by City's actions under 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:

David Nelson
City of Troutdale
104 SE Kibling

For Metro:

Office Of Metro Attorney
Metro
600 NE Grand Avenue

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

For Contractor:

Amy Pepper
City of Troutdale
104 SE Kibling
Troutdale, OR 97060
(503) 491-4009
FAX (503) 665-6403

For Metro:

Bryce Jacobson
Metro
600 NE Grand Ave.
Portland, OR 97232
(503) 797-1663
FAX (503) 797-1795

Attachment A

SCOPE OF WORK: Annual Waste Reduction Plan

I. Task: Funding for Year 20 of the Metro and Local Government Annual Waste Reduction Plan.

a) Term: July 1, 2009 to June 30, 2010

b) City's responsibilities. City shall:

1. Provide to Metro a copy of City's Resolution or Ordinance approving this Intergovernmental Agreement including all of its attachments.
2. Ensure that by June 30, 2010, the activities specified in Attachment A have been completed.
3. On or before August 1, 2010, submit the following:
 - A) A completed reporting worksheet.
 - B) Demonstrated compliance with OAR 340-090-0040 and the Regional Solid Waste Management Plan.

c) Metro Responsibilities. Metro shall:

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

d) Budget and Terms of Payment:

1. Upon completion of section (b)(1) and (b)(2) of this Scope of Work, Metro shall pay City SIX THOUSAND NINE HUNDRED THIRTY SEVEN AND NO/100THS DOLLARS (\$6,937.00) in one lump sum.
2. City 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 on City's performance in implementing program activities during the term of this contract.

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

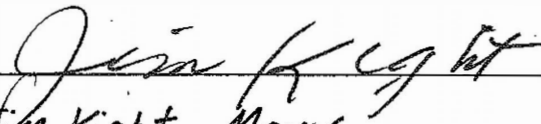
12. Integration. This writing contains the entire Agreement between the parties, and may only be amended by written instrument, signed by both parties.

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: 
Jim Kight, Mayor
Print name and title

June 22, 2010
Date

By: 
MATT KOROT
Manager
Print name and title

6/28/10
Date

**2009-2010 (Year 20)
Metro and Local Government
Annual Waste Reduction Work Plan**

May 1, 2009

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.

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 (including Recycle at Work)
- Maintenance of Existing Programs

A. The **Regional Program Focus Areas** are regionally coordinated work plans that address specific sectors of the region (Multi-Family Residential, Business/Recycle at Work, Construction & Demolition, and 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.

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.

Additional funding assistance is provided to local jurisdictions specifically for the Recycle at Work program. Allocations are based on the number of employees per jurisdiction derived from data supplied by the State of Oregon Employment Department. In order to receive funding, local jurisdictions must develop and submit a Recycle at Work plan that includes the elements listed below.

1. Hire individuals as staff or contractors who work in the jurisdiction's offices or external contractors whose primary responsibilities and duties are to provide waste evaluations, technical assistance and business recycling requirement compliance services to businesses.
2. Provide technical assistance to businesses by conducting baseline and follow-up site evaluations in recycling, waste prevention and sustainable purchasing and operations, following the Recycle at Work Program core actions.
3. Develop an Outreach Plan that identifies the jurisdiction's strategy for targeting and recruiting businesses for Recycle at Work assistance. The plan must also include the following two strategies: 1. a focus on assisting the jurisdiction's government facilities and ensuring that each facility is implementing at least two waste reduction practices from the Best Management Practice guidance document for waste reduction at government facilities; and 2. a focus on new and large (100 or more employees) businesses. An alternate plan or an element of the new and large business strategy may be submitted. In addition, the plan should

take into account the jurisdiction's participation in regional media outreach campaigns. Other elements of the Outreach Plan should include businesses or institutions that are targeted and desired outcomes.

4. Participate in regional media outreach campaigns as developed by the Business Recycling Work Group (BRWG) and provide follow-up technical assistance and evaluation as required by the media outreach program design.
5. Make available resources to businesses as identified by the BRWG and appropriate for the jurisdiction.
6. Collect data for each business that summarizes key contact information and the actions taken in recycling, waste prevention, sustainable purchasing, operations and business recycling requirement compliance. Enter all data in the Recycle at Work information system developed by Metro and the BRWG, whose design allows for regional analysis of program data.
7. Conduct a follow-up evaluation at each business that has received technical assistance and provide on-site assistance, whenever possible and appropriate, of the changes the business has made.
8. Prepare a mid-year and annual progress report on the accomplishments of the Recycle at Work Program that will include administrative information (staff and expenditures), mid-year review of the outreach strategy, the number of businesses contacted, visited and assisted, evaluations performed, actions recommended and implemented, compliance actions taken, resources delivered, and successes and challenges.
9. Assist Metro in a regional evaluation of businesses that have received technical assistance under Recycle at Work and those businesses that have not.
10. Establish a compliance program for Business Recycling Requirements consistent with Section 2.6 of the administrative procedures for Metro Code Chapter 5.10 and provide written description to Metro.

- B. The second area of the Annual Work Plan focuses on **Maintenance of Existing Programs** and established local and regional waste reduction and recycling programs through per capita grants to local governments. Significant progress in waste reduction and 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.

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 compliance with the RSWMP and state program elements for waste reduction and recycling programs.

The 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 as well as demonstrate compliance with the RSWMP and state law.

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.