

## RESOLUTION NO. 2074

### A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN METRO REGIONAL GOVERNMENT AND THE CITY OF TROUTDALE FOR FUNDING OF THE YEAR TWENTY-ONE 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 with 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 21 Annual Waste Reduction Plan has been approved by Metro.

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

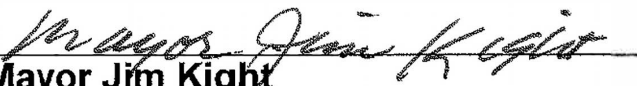

Section 1. The Mayor is authorized to sign an Intergovernmental Agreement with Metro which is in substantial conformity to that which is attached as Exhibit A to the staff report.

Section 2. This resolution is effective immediately upon adoption.

YEAS: 6

NAYS: 0

ABSTAINED: 0

  
\_\_\_\_\_  
Mayor Jim Kight  
  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sarah Skroch, Deputy City Recorder

Adopted: November 9, 2010



**METRO**

600 NE Grand Ave.  
Portland, OR 97232-2736  
(503) 797-1700

Metro Contract No. 930255

**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 the CITY OF TROUTDALE hereinafter referred to as "City", whose address is 104 SE Kibling, Troutdale, Oregon 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 21 Metro and Local Government Annual Waste Reduction Plan.
2. Term. This Agreement shall be effective July 1, 2010, and shall remain in effect through June 30, 2011 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, B and C).
4. Payment for Services. Metro shall pay City for Annual Waste Reduction services performed and materials delivered in the maximum sum of SIX THOUSAND EIGHT HUNDRED THIRTY AND NO/100THS DOLLARS (\$6,830.00) in the manner and at the time designated in the Scope of Work.
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



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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 City:**

Office of City Attorney  
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 City:**

Amy Pepper  
City of Troutdale  
342 SW 4<sup>th</sup> Street  
Troutdale, OR 97060  
(503) 674-7241

**For Metro:**

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

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. 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.



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

12. 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: Mayor Jim Right  
Jim RIGHT, MAYOR  
Print name and title

November 10, 2010  
Date

By: Meg Lynch  
Meg Lynch  
Print name and title **Manager**

11/17/10  
Date



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## Attachment A

### SCOPE OF WORK: Annual Waste Reduction Plan

- I. Task: Funding for Year 21 of the Metro and Local Government Annual Waste Reduction Plan.
- a) Term: July 1, 2010 to June 30, 2011
  - 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, 2011, the activities specified in Attachment A and Attachment B have been completed.
    - 3. On or before August 1, 2011, 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 \$6,830.00 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.

## Attachment B

### TROUTDALE YEAR 21 ANNUAL WASTE REDUCTION PLAN

#### 2010-11 (Year 21) Metro and Local Government Annual Waste Reduction Work Plan

May 2010

## 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. Assist Metro in a regional evaluation of businesses that have received technical assistance under Recycle at Work and those businesses that have not.
9. 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.

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

All local jurisdictions are required to comply with the provisions set forth in the RSWMP and to satisfactorily demonstrate compliance. These provisions include the Regional Service Standard and the Business Recycling Requirements.

Local jurisdictions must also demonstrate compliance with state law (OAR 340-090-0040 and ORS 459A). 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 both the RSWMP and state law. Local jurisdictions that are out of compliance with the RSWMP and/or state law may not be eligible for associated program funding assistance from Metro.

### ***IV. 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 Department of Environmental Quality Material Recovery Survey Report, are 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.

Recycle at Work has specific reporting requirements associated with the program. A final report is submitted to Metro in tandem with the maintenance reporting noted below no later than August 1, 2011. Jurisdictions must also report on compliance with the Business Recycling Requirement.

## **Maintenance of Existing Programs**

Annual reports documenting efforts completed by local governments during FY 2010-11 are submitted to Metro no later than August 1, 2011. These annual reports serve as the basis for monitoring the status of existing programs and progress with regard to the RSWMP and required annual reporting to the Oregon Department of Environmental Quality.

The maintenance efforts will also be reviewed based upon the following:

- Local governments will demonstrate compliance with the Regional Service Standard.
- 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).

Metro publishes a complete Performance Measures Report in the spring following the Annual Work Plan completion and data gathering.

## YEAR 21 (FY 2010-11)

### LOCAL GOVERNMENT ANNUAL WASTE REDUCTION WORK PLAN TEMPLATE

Jurisdiction: City of Troutdale Contact: Amy Pepper

#### I. Program Overview Narrative

Please provide a narrative overview of programs, services and focus areas for FY 2010-11 including your jurisdiction's participation with regional planning efforts and demonstration of compliance with state law. In addition, the following elements are required as part of the Annual Plan and may be addressed in the narrative portion of your plan or in the tasks table:

- a) Demonstrate compliance with the Regional Service Standard. State whether or not your jurisdiction has submitted a Compliance Certification form to Metro—cooperatives should report on behalf of member jurisdictions.

*A Compliance Certification form was submitted to Metro September 24, 2009.*

- b) Identify and undertake a specific curbside recycling outreach activity for an existing local government program.

*The City intends to publish articles in the City's newsletter, the Troutdale Champion, related to curbside recycling, as indicated in the annual plan below.*

- c) Participate in at least one regional waste reduction planning group.

*As indicated in the annual plan below, the City has a representative on the Solid Waste Advisory Committee and intends to participate in the monthly Solid Waste Directors meeting as time allows.*

- d) Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed).

*The City's franchise waste hauler, Waste Management of Oregon, Inc reports monthly to the City the quantities of recyclable materials collected from Troutdale customers. Said reports are forwarded to Metro. The City intends to maintain or improve those levels through effective outreach and educational programs.*

- e) Recycle at Work program goals (including compliance with the Business Recycling Requirement).

*The City has not adopted the Business Recycling Requirement.*

#### II. Budget Information

- a) Provide overall solid waste and recycling budget.

*The Year 21 allocation for Troutdale is \$6,830.00, which is 62% of the Troutdale Solid Waste/Recycling program budget of \$10,990.00. The budget includes materials and services only. Personal services are absorbed by the City's Public Works Management budget.*

- b) Provide overall Recycle at Work budget and percentage of budget supported by Metro Recycle at Work funds. List staff working on Recycle at Work, FTE, and source of funding for staff (Metro or local government).
- Budget and funding sources
  - Staff (name, title, FTE, funding source, changes over previous FY)

*The City has not adopted the Mandatory Business Recycling requirements.*

### 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).

<b>Single-family Residential</b> (Include home composting programs)	
Tasks	Status
1. <b>Required:</b> Curbside recycling outreach activity for an existing program: Publish articles related to recycling and waste prevention at least 4 times per year in the City newsletter, the <i>Troutdale Champion</i> .	O
2. Home composting exemption program handled by Waste Management.	O
3. Provide information about waste reduction and recycling at the City's Earth Day event in April 2011, if an event is held.	O
4. Promote composting and rate reduction in the <i>Troutdale Champion</i> one time per year.	O

<b>Multi-family Residential</b>	
Tasks	Status
1. Participate in plan review process to ensure that 100% of complexes provide for recycling.	O
2. Publish articles related to recycling and waste prevention at least 4 times per year in the City newsletter, the <i>Troutdale Champion</i> .	O
3.	
4.	
5.	
Etc.	

Recycle at Work Outreach Strategy – None Proposed	
Target audience, goals, and outreach strategy	Status
Government Facilities (required)	
Goals:	
Outreach Strategy:	
New and Large Businesses (required)	
Goals:	
Outreach Strategy:	
Target Business Sectors	
Goals:	
Outreach Strategy:	
Target Geographical Areas	
Goals:	
Outreach Strategy:	
Compliance strategy for Business Recycling Requirements (required)	
Goals:	
Outreach Strategy:	

Construction & Demolition	
Tasks	Status
1. Encourage recycling and reuse of construction materials at pre-construction meetings.	<input type="radio"/>
2. Provide Metro toolkit at the Building Permit counter.	<input type="radio"/>
3. Encourage recycling and reuse of construction materials in the conditions of the Public Works Permits.	<input type="radio"/>
4.	
5.	
Etc.	

Commercial Organics – None proposed	
Tasks	Status
1.	
2.	
3.	
4.	
5.	
Etc.	

<b>School Outreach &amp; Education/Recycle at School</b>	
Tasks	Status
1. Provide information about waste reduction and recycling at the City's Earth Day event in April 2011, if event is held.	O
2.	
3.	
4.	
5.	
Etc.	

<b>Toxicity Reduction</b>	
Tasks	Status
1. Include article in the <i>Troutdale Champion</i> about alternatives to using hazardous chemicals.	O
2. Support Metro's Hazardous Waste Collection Events Held in Troutdale.	O
3.	
4.	
5.	
Etc.	

<b>Other</b>	
Tasks	Status
1. <b>Required:</b> Demonstrate compliance with the Regional Service Standard (including individual jurisdictions within cooperatives)	O
2. <b>Required:</b> Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed).	O
3. <b>Required:</b> Participate in at least one regional waste reduction planning group. <i>Participate on Solid Waste Advisory Committee and attend Solid Waste Director's monthly meeting as time allows.</i>	O
4. Hold Annual Spring Cleanup event for yard debris.	O