

RESOLUTION NO. 2148

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN METRO REGIONAL GOVERNMENT AND THE CITY OF TROUTDALE FOR FUNDING OF THE YEAR TWENTY-TWO ANNUAL WASTE REDUCTION PROGRAM.

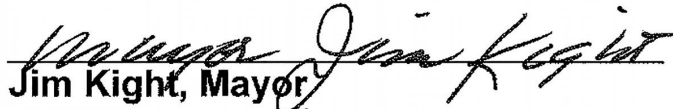
THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

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 22 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 Agreement attached as Exhibit "A" to the staff report for funding for the Year 22 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. This resolution is effective immediately upon adoption.

YEAS: 7
NAYS: 0
ABSTAINED: 0


Jim Kight, Mayor

Date April 25, 2012


Debbie Stickney, City Recorder

Adopted: April 24, 2012



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

Intergovernmental Agreement

Metro Contract No. 931196

THIS AGREEMENT, entered into and 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 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 22 Metro and Local Government Annual Waste Reduction Plan.

2. Term. This Agreement shall be effective July 1, 2011, and shall remain in effect through June 30, 2012 unless earlier terminated in conformance with this Agreement. Costs for this project may be incurred from date of last contract signature.

3. Services Provided and Deliverables. 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 and B).

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 ELEVEN AND NO/100THS DOLLARS (\$6,911.00) 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 30.272. 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.

Intergovernmental Agreement

6. Indemnification. Subject to the provisions of the Oregon Constitution and Oregon Tort Claims Act, City shall indemnify, defend, and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney fees, arising out of or in any way connected with, City's performance 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. Termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

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:

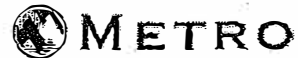
For City:
Office of City Attorney
City of Troutdale
104 SE Kibling
Troutdale, OR 97060

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 4th Street
Troutdale, OR 97060
(503) 674-7241

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



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(503) 797-1700

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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.

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 Knight*

By: *Meg Lynch*

Jim Knight Mayor

**Meg Lynch
Manager**

Print name and title

Print name and title

Date *April 25, 2012*

Date *5/3/12*

Intergovernmental Agreement

Scope of Work

Metro Contract No. 931196

Attachment A

SCOPE OF WORK: Annual Waste Reduction Plan

- I. Task: Funding for Year 22 of the Metro and Local Government Annual Waste Reduction Plan.
- a) Term: July 1, 2011 to June 30, 2012
- 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, 2012, the activities specified in Attachment A and Attachment B have been completed.
 3. On or before August 1, 2012, 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 \$6,911.00 in one lump sum on a Net 30 day basis upon approval of City's invoice. City's billing invoices will include the Metro contract number, an itemized statement of work done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to Metro, Attention: Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov.
 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.

Intergovernmental Agreement

Scope of Work

Attachment B

TROUTDALE YEAR 22 ANNUAL WASTE REDUCTION PLAN

Jurisdiction: City of Troutdale Contact: Amy Pepper

I. Program Overview Narrative

Please provide a narrative overview of programs, services and focus areas for FY 2011-12 and describe your jurisdiction's waste prevention and recycling activities separately. Include 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 by stating 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) Implement waste prevention activities for each area of the residential and commercial sector (single-family, multi-family, business, construction & demolition, commercial organics, toxicity reduction).
 - *The City intends to publish articles in the City's newsletter, the Troutdale Champion, related to waste prevention, as indicated in the annual plan below.*
- c) 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.*
- d) 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.*
- e) 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.*

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

- *After thorough discussion over the course of several meetings, including two public hearings, the Troutdale City Council voted against a proposed ordinance that would have adopted Metro's Business Recycling Requirement (BRR) at its regular Council meeting of September 27, 2011. The Council finds that given the current economic climate, high percentage of Troutdale businesses already recycling, and the Council's goal to encourage economic development, now is not the time to support such an ordinance.*

II. Budget Information

- a) Provide overall solid waste and recycling budget.
- *The Year 22 allocation for Troutdale is \$6,911.00, which is 33% of the Troutdale Solid Waste/Recycling program budget of \$20,990.00.*
- a) 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)
 - *Not applicable. Troutdale City Council voted against a proposed ordinance that would have adopted Metro's Business Recycling Requirement at its regular Council meeting of September 27, 2011.*

III. Annual Program Tasks

Complete the following tables, separately listing specific waste prevention and recycling activities planned for completion during this fiscal year. Identify if the particular program or activity is primarily ongoing (O), revised (R) or new (N). Add additional rows if needed.

Include the Recycle at Work outreach plan in the Business section.

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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)	
Waste Prevention Activities	Status
1. Publish articles related to waste prevention, waste reduction, and recycling at least 4 times per year in the City newsletter, the <i>Troutdale Champion</i> .	O
2. Provide information about waste prevention, waste reduction and recycling at the City's Earth Day event in April 2012, if an event is held.	O
Recycling Activities	Status
1. Required: Curbside recycling outreach activity for an existing program:	
a. Home composting exemption program handled by Waste Management.	O
b. Promote composting and rate reduction in the <i>Troutdale Champion</i> one time per year.	O
c. Publish articles related to waste prevention, waste reduction, and recycling at least 4 times per year in the City newsletter, the <i>Troutdale Champion</i> .	O

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

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<i>Recycle at Work Outreach Strategy – None Proposed</i>	
Target audience, goals, and outreach strategy	Status
Government Facilities (required)	
Goals:	
Outreach Strategy:	
New and Medium Businesses (required)	
Goals:	
Outreach Strategy:	
Target Businesses that are Underserved or Underrepresented	
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:	

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Construction & Demolition	
Waste Prevention Activities	Status
1. Encourage recycling and reuse of construction materials in the conditions of the Public Works Permits.	O
Recycling Activities	Status
1. Encourage recycling and reuse of construction materials at pre-construction meetings.	O
2. Provide Metro toolkit at the Building Permit counter.	O

Commercial Organics – None proposed	
Waste Prevention Activities	Status
Recycling Activities	Status

Toxicity Reduction	
Waste Prevention Activities	Status
1. Include article in the <i>Troutdale Champion</i> about alternatives to using hazardous chemicals.	O
Recycling Activities	Status
1. Support Metro's Hazardous Waste Collection Events Held in Troutdale.	O

Other	
Required Elements <i>(may be addressed here or in narrative portion of the plan)</i>	Status
1. Demonstrate compliance with the Regional Service Standard (including individual jurisdictions within cooperatives)	O
2. Maintain or increase curbside recovery levels (total tons and per capita	O



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tons recovered and disposed).	
3. 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
Waste Prevention Activities	Status
Recycling Activities	Status
1. Hold Annual Spring Cleanup event for yard debris and other bulky materials.	O