



**Resolution No. 2002-016**

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO THE  
WASHINGTON COUNTY WASTE REDUCTION PROGRAM  
INTERGOVERNMENTAL AGREEMENT FOR YEAR 12**

**WHEREAS**, pursuant to the Metropolitan Service District's Regional Solid Waste Management Plan, all local governments are to adopt an annual work plan for waste reduction; and

**WHEREAS**, the City of Sherwood and Washington County may enter into an agreement pursuant to ORS Chapter 190 and ORS 459.065 (1)(b); and

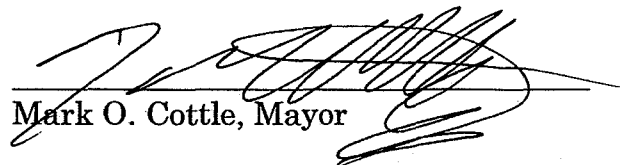
**WHEREAS**, the Washington County Cooperative Recycling Program, in which Sherwood is a participant, submitted a work plan for waste reduction and was approved by Metro; and

**WHEREAS**, the work program is contained in the Washington County Waste Reduction Intergovernmental Agreement for Year 12, shown here as Exhibit A.

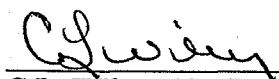
**NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:**

Section 1. The City Manager is authorized to enter into and sign the Washington County Waste Reduction Intergovernmental Agreement for Year 12.

**Duly passed by the City Council this 23<sup>th</sup> day of April 2002.**

  
Mark O. Cottle, Mayor

**ATTEST:**

  
C.L. Wiley, City Recorder

**WASHINGTON COUNTY WASTESHED  
ANNUAL WASTE REDUCTION PROGRAM  
INTERGOVERNMENTAL AGREEMENT  
YEAR 12: FISCAL YEAR 2001 – 2002**

I. Parties

Parties to this Agreement are Washington County (hereinafter "County") and the individual signatory city. Plan participants expected to sign agreements are the County and the Cities of Banks, Cornelius, Durham, Forest Grove, Hillsboro, King City, North Plains, Sherwood, Tigard, Tualatin and Wilsonville (hereinafter "Cities"). Any reference hereinafter to "Local Government" shall include both County and Cities.

II. Statutory Authority

This Agreement is entered into pursuant to ORS Chapter 190 and ORS 459.065(1)(b).

III. Purpose

Pursuant to ORS Chapter 268, ORS Chapter 459, and related administrative rules, Metro has established a Regional Solid Waste Management Plan (RSWMP), including a waste reduction chapter. The RSWMP provides that Metro shall establish a multi-year work plan for solid waste reduction and identifies specific programs for Local Governments to implement the Metro plan. Metro has established guidelines for Local Government's participation in the form of an Annual Waste Reduction Program for Local Governments for Year Twelve (July 1, 2001 to June 30, 2002) of Metro's work plan. The Metro plan requires Local Governments to adopt a work program annually. The Annual Waste Reduction Program establishes minimum requirements for Local Government's work programs for years one through ten, and provides that Local Governments may work cooperatively with neighboring Local Governments if intergovernmental agreements documenting cooperative arrangements are submitted with the Local Government program. The purpose of this Agreement is to document the cooperative arrangements among the Local Governments, to establish the duties of the County as administrator of the Local Government Annual Waste Reduction work plan for the fiscal year 2001-2002, and to provide a structure for continuing working relationships among the Local Governments during the upcoming years of Metro's work plan.

IV. Term of Agreement

Participation shall be accomplished by adoption of the plan and by entering into this Agreement. The term of this Agreement shall commence upon execution and shall continue in effect through June 30, 2002, unless terminated by either party upon thirty (30) days notice in writing. Thereafter, this agreement shall automatically renew for successive one-year terms (July 1 – June 30) if funding from Metro is available. Any party may terminate its participation in this agreement upon 30 days notice.

V. Administrative Structure

- A. The Washington County Wasteshed Technical Committee shall consist of a staff member from each Local Government appointed by each of the Local Government administrators or governing bodies. County staff shall act as administrative coordinator of the Technical Committee.
- B. The Technical Committee shall develop and propose an annual work plan including projected annual expenses and revenues for future years as necessary. The annual work plan will be developed in a timely manner to meet all deadlines set by Department of Environmental Quality, Metro and participating Local Governments. Annual work plans will be presented for approval by the governing body of each Local Government on one-year intervals only. The annual work plans shall provide Local Governments with minimum waste reduction standards consistent with the Metro plan; individual Local Governments may impose higher standards for waste reduction.

VI. Duties of Parties

A. County Duties as Program Administrator

The County shall perform work requiring technical expertise, including plan development, data collection and compilation, report writing, program coordination, technical advice to participating governments, and general information to the public. The County shall recommend policies and develop model ordinances as necessary, and generally promote the Local Government waste reduction programs. The County shall also perform fieldwork including performing waste evaluations, commercial recycling, single-family recycling, multi-family recycling, school and community education, and special event promotion. The County shall also perform work requiring coordination with Metro, DEQ, and other agencies, and represent the Local Governments before such

agencies. In addition, the County shall perform the specific duties outlined in Attachment I (page 2).

B. County Duties as Grant Applicant

The County may act as agent for all participating jurisdictions in applying for waste reduction and recycling grant funds as determined appropriate by the Technical Committee. Disbursement of funds will be to local participating jurisdictions or franchised haulers based on a formula to be determined by the Technical Committee or set by grant requirements. This does not preclude any Local Government from applying individually for any waste reduction and recycling grant.

C. Duties of Each Local Government

Each Local Government shall undertake annual program tasks that are internal in nature, such as waste reduction and recycling activities and procurement of recycled products. Unless otherwise assigned by a separate intergovernmental agreement, each Local Government shall also be responsible for enforcement of solid waste reduction plan standards with respect to the solid waste collection ordinances and franchisees within each Local Government jurisdiction; enforcement may include complaint investigation, service standard review, reporting and revisions to Local Government codes based upon the model code developed by the County. In addition, each Local Government shall be responsible for establishing rates for collection franchisees within each Local Government's jurisdiction consistent with the waste reduction program. Each Local Government designates the County to act as its agent in receiving the Metro Annual Waste Reduction Grant funds and other appropriate recycling grant funds. In addition, each Local Government shall perform the specific duties outlined in Attachment I (page 2) and as noted in the Year 12 Annual Waste Reduction Work Plan (Attachment II).

D. Indemnification

1. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, the County shall hold harmless, defend, and indemnify City, its directors, officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the County's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of the County.

2. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, City shall hold harmless, defend and indemnify the County, its Commissioners, employees, and agents against all claims, demands, actions, and suits (including all attorney fees and costs) arising from City's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of City.

VII. Funding

- A. Each City shall pay to Washington County as program administrator the amount identified as the City's share for administrative costs as allocated under the annual plan recommended by the Technical Committee and approved by the participating Local Governments. For the 2001-2002 year, each Local Government's share shall consist of all revenue from the Metro "Annual Waste Reduction Program" grant for the current program year, in accordance with Attachment I (page 3). Washington County shall act as administrator for revenues collected by cooperative efforts of the Local Governments. Each Local Government shall have the right to audit for up to three years County records relating to Metro grant funds received through this Agreement. County may immediately terminate this agreement by written notice to City in the event County does not receive adequate funding from Metro. If so terminated, County shall refund to City its unexpended allocation of the year's grant funds received by County from Metro.
- B. For each subsequent term of this agreement, the funding allocation shall be as set forth in Metro's Annual Waste Reduction Program for Local Governments Agreement. That Agreement shall be forwarded to each City upon receipt by County. Any City may object to any term or condition of the Annual Waste Reduction Program for Local Governments Agreement, provided that the objection is raised within 30 days of receipt. If no objection is raised, the terms of the Annual Waste Reduction Program for Local Governments Agreement shall be automatically incorporated into this agreement 30 days after receipt by the Cities. If an objection is raised the parties shall use their best efforts to resolve the issues.