



RESOLUTION 2011-022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE WASHINGTON COUNTY WATERSHED TECHNICAL COMMITTEE FOR THE REGIONAL SOLID WASTE MANAGEMENT PLAN

WHEREAS, pursuant to ORS Chapter 268, ORS Chapter 459, and related administrative rules, Metro has established a Regional Solid Waste Management Plan including a waste reduction chapter; and

WHEREAS, Metro requires local governments to adopt annual work programs for Residential Waste Reduction and Recycle at Work; and

WHEREAS, the parties agree that performing these responsibilities in a collaborative and cooperative manner promotes the cost-effective and efficient use of public resources; and

WHEREAS, the parties desire to enter into an agreement to establish procedures for mutually performing these responsibilities and related service and defining legal relationships and responsibilities.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The City Manager is authorized to enter into and IGA with the Washington County Watershed Technical Committee for the Regional solid Waste Management Plan, attached as Exhibit A.

Section 2. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 15th day of March 2011.


Keith S. Mays, Mayor

Attest:


Sylvia Murphy, CMC, City Recorder

**INTERGOVERNMENTAL AGREEMENT
WASHINGTON COUNTY WASTESHED TECHNICAL COMMITTEE**

THIS AGREEMENT, entered into under the provisions of ORS Chapter 190 and ORS 459.065(1)(b), is between Washington County, hereinafter referred to as "County", whose address is 155 N First, Hillsboro, OR 97124, and the individual signatory cities of Cornelius, Durham, Forest Grove, Hillsboro, King City, Sherwood, Tigard, and Tualatin, hereinafter referred to as "City". Any reference hereinafter to "Local Government" shall include both County and individual signatory City.

WHEREAS, each party has responsibilities related to the management of solid waste under the provisions of ORS Chapter 268, ORS Chapter 459, and related administrative rules; and

WHEREAS, the parties agree that performing these responsibilities in a collaborative and cooperative manner promotes the cost-effective and efficient use of public resources; and

WHEREAS, the parties desire to enter into an agreement to establish procedures for mutually performing these responsibilities and related services and defining legal relationships and responsibilities; now, therefore,

In consideration of the mutual covenants herein, and in exchange for the promises and other valuable consideration set forth below, the parties agree as follows:

I. Purpose

Pursuant to ORS Chapter 268, ORS Chapter 459, and related administrative rules, Metro has established a Regional Solid Waste Management Plan (hereinafter referred to as "the 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 use by Local Governments to implement the Metro plan. Metro has established guidelines for Local Governments' participation in these programs in the form of a recurring Annual Waste Reduction Program for Local Governments. The Metro plan requires Local Governments to adopt a work program annually for two primary programs – Residential Waste Reduction and Recycle at Work. This program is funded by Metro through the adoption of an annual intergovernmental agreement that incorporates specific work tasks associated with these two programs (hereinafter referred to as the "Annual Waste Reduction Work Plan").

The RSWMP establishes minimum requirements for Local Government's work programs 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 Annual Waste Reduction Work Plan on behalf of the Local Governments for each fiscal year covered under this agreement, and to provide a structure for continuing working relationships among the Local Governments as they relate to ongoing requirements that may become a part of the RSMWP in the future. This structure will be referred to as the Washington County Wasteshed Technical Committee (Committee).

II. 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, 2015, unless terminated by any party as provided for in Section III Termination and Opt-Out herein. Thereafter, this agreement shall automatically renew for successive five-year terms (July 1 – June 30) for as long as funding from Metro continues to be available.

III. Termination and Opt-Out

A party may opt out of this Agreement without cause upon giving 90 days written notice of intent to opt out. A party may be terminated from further participation in this Agreement if the party is in default of the terms of this Agreement. In the case of a default, the party alleging the default shall give the defaulting party and all other parties written notice of the alleged default. The defaulting party shall have 30 days to cure the default.

When a party successfully opts out of this agreement or is terminated for cause as provided for herein, the effective date of said action shall be July 1 of the next ensuing fiscal year. Further, that party's assigned funding associated with the current year's work program as provided for within Section VIII Funding herein shall remain under the authority of the Agreement for the remainder of the current fiscal year.

IV. Review of Agreement

The terms and conditions of this Agreement may be reviewed by the Local Governments at any time upon written request by any party to the Agreement. Any Local Government that wishes to review the agreement shall submit its request in writing to all Local Governments at least sixty (60) days prior to this review. Any such requested review shall be conducted as part of a general meeting of the Committee. Any action to approve any requested amendment resulting from said review will require an affirmative approval of all parties that are signatory to this Agreement in order to be adopted. Any such amendment approved by the Local Governments shall be incorporated into the Agreement to become effective upon execution of a new agreement by all parties to the agreement.

V. Administrative Structure of the Committee

- A. The 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 County shall develop and propose an annual work plan and present said plan to the Committee each year, including projected annual expenses and revenues for future years as necessary. The annual work plan will be developed in a timely manner so as to meet all deadlines set by the Oregon Department of Environmental Quality (DEQ), Metro and participating Local Governments. Annual work plans will be presented for approval by the Committee on one-year intervals only. The annual work plans shall provide Local Governments with minimum waste reduction standards consistent with the RSWMP; individual Local Governments may impose higher standards for waste reduction.

VI. Duties of Parties

A. Duties of County

- 1. 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.
- 2. The County shall recommend policies and develop model ordinances as necessary, and generally promote the Local Government waste reduction programs.
- 3. The County shall perform fieldwork including performing waste evaluations, commercial recycling, single-family recycling, multi-family recycling, school and community education, and special event promotion for which Metro funding has been allocated as provided for in Section VIII herein. Where funding for specific cities is curtailed by Metro, then adjustments shall be made by the County in the types of fieldwork conducted.
- 4. The County shall perform work requiring coordination with Metro, DEQ, and other agencies, and represent the Local Governments before such agencies.
- 5. The County shall 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 said 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.
- 6. The County shall perform the specific duties assigned as outlined in the Annual Waste Reduction Work Plan as established for any given year.

B. Duties of Cities

1. Cities shall undertake annual program tasks that are internal in nature, such as waste reduction and recycling activities and procurement of recycled products.
2. Unless otherwise assigned by a separate intergovernmental agreement, Cities shall be responsible for enforcement of solid waste reduction plan standards with respect to the solid waste collection ordinances and franchises within each city jurisdiction. Such enforcement may include complaint investigation, service standard review, reporting and revisions to city codes based upon the model code developed by the County.
3. Cities shall perform the specific duties assigned as outlined in the Annual Waste Reduction Work Plan as established for any given year.

VII. Indemnification

- A. 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, it's 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.
- B. 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.

VIII. Funding

A. Annual Waste Reduction and Recycle at Work Programs

1. For any given year subject to this Agreement, each Local Government's share of the revenue provided by Metro in support of the "Annual Waste Reduction Program" and the "Recycle at Work Program", as calculated by Metro for the current program year, shall be provided to the County for purposes of funding those activities outlined in Section VI(A) herein.
2. Washington County shall act as administrator for said revenues on behalf of the cooperative Local Governments.
3. 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 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. Other Programs Funded through Metro

1. For all other sources of funding provide by Metro related to compliance activities under the RSWMP, each Local Government shall make a determination whether to receive those funds directly or whether to allocate those funds to the County as provided for within this Agreement.
2. Any Local Government choosing to retain said funding shall notify in writing all other parties to this Agreement of their intent to retain said funds by no later than January 31 of each year.
3. Any local government choosing to object to such action shall submit a written response to all other parties to this agreement within thirty (30) days of receipt of the original notice.
4. If no objection is raised, then the Local Government choosing to retain its funding shall be free to do so at its discretion. However, if an objection is raised then all parties shall use their best efforts to resolve the issues.

IX. Exclusivity

This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

WASHINGTON COUNTY

CITY OF SHERWOOD

By: _____

By: _____

Print name and title

Print name and title

Date

Date