



RESOLUTION 2011-064

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

WHEREAS, Resolution 2011-022 was approved allowing the City Manager to enter into an agreement with the Washington County Watershed Technical committee for the Regional Solid Waste Management Plan; and

WHEREAS, a regional partner required subsequent changes to the Solid Waste Management Plan (detailed in the staff report); and

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 2nd day of August 2011.


Keith S. Mays, Mayor

Attest:


Sylvia Murphy, CMC, City Recorder

INTERGOVERNMENTAL AGREEMENT WASHINGTON COUNTY WASTESHED TECHNICAL COMMITTEE

THIS AGREEMENT, entered into consistent with 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 city of Sherwood hereinafter referred to as "City." Identical agreements will also be entered into between the County and other Washington County cities. Any reference hereinafter to "Participating Local Governments" includes both County and all individual signatory cities to an agreement identical to this Agreement including City. The Participating Local Governments are Washington County and the Cities of Cornelius, Durham, Forest Grove, Hillsboro, King City, Sherwood, Tigard and Tualatin.

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

WHEREAS, the Participating Local Governments including County and City 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, County and City 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 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. The RSWMP requires cities and counties adopt an annual work program for two primary programs: Residential Waste Reduction and Recycle at Work. These programs are funded by Metro via an intergovernmental agreement incorporating specific work tasks associated with these two programs (hereinafter referred to as the "Annual Waste Reduction Work Plan").

The RSWMP establishes minimum requirements for city and county work programs and provides that cities and counties may work cooperatively with neighboring cities and counties if intergovernmental agreements documenting cooperative arrangements are submitted with the Program. This Agreement documents the arrangements among the Participating Local Governments,

establishes the County's duties as administrator of the Annual Waste Reduction Work Plan on behalf of the Participating Local Governments for each fiscal year covered under this Agreement and provides a structure for continuing working relationships among the Participating Local Governments relating to ongoing requirements that 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 Annual Waste Reduction Work Plan and by entering into this Agreement. The term of this Agreement commences upon execution and continues in effect through June 30, 2015, unless terminated by either party as provided for in Section III "Termination and Opt-Out." Thereafter, this Agreement automatically renews for successive five-year terms (July 1 – June 30) provided funding from Metro continues to be available.

III. Termination and Opt Out

County or City may opt out of this Agreement upon giving 90 days written notice of its intent to do so. County or City may be terminated from participation in this Agreement if either is in default of the terms hereof. In the event of a default, the party alleging the default shall give the defaulting party (and all Participating Local Governments) written notice of the alleged default and defaulting party shall have 30 days after receipt of notice to cure the default.

When County or City opts out of this Agreement or is terminated, the effective date shall be deemed to be July 1 of the next ensuing fiscal year. Further, that party's assigned funding for the current year's work program as provided for in Section VIII, "Funding," shall remain under the authority of the Agreement for the remainder of the current fiscal year.

The County may immediately terminate this Agreement by written notice to City in the event the County does not receive adequate funding from Metro.

IV. Review of Agreement

This Agreement may be reviewed by the Participating Local Governments at any time upon written request by any Participating Local Government. Any Participating Local Government wishing to review the Agreement shall submit its request in writing to all Participating Local Governments at least sixty (60) days prior to a proposed review. All such reviews shall be conducted as part of a general meeting of the Committee. An approval of any requested amendment requires the unanimous consent of all Participating Local Governments in order to be adopted. Any such amendment shall be incorporated into the Agreement to become effective upon execution of a new Agreement by all Participating Local Governments.

V. Administrative Structure of the Committee

- A. The Committee consists of one (1) staff member from each Participating Local Government. The Cities of North Plains and Banks may also have a staff member on the Committee as ex-officio, non-voting members although the two are not Participating Local Governments. County staff shall act as administrative coordinator of the Committee.
- B. The County shall develop, propose and present an Annual Waste Reduction Work Plan to the Committee each year, including projected annual expenses and revenues for future years. The Annual Waste Reduction Plans 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 Waste Reduction Work Plans will be presented for Metro approval by the Committee. The Annual Waste Reduction Work Plans shall provide Participating Local Governments with minimum waste reduction standards consistent with the RSWMP; individual Participating 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/compilation, report writing, program coordination, technical advice to Participating Local Governments, and general information delivery to the public.
- 2. The County shall recommend policies and proposed model ordinances to promote the Participating Local Governments' 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 to the types of fieldwork conducted.
- 4. The County shall perform work requiring coordination with Metro, DEQ, and other agencies and represent the Participating Local Governments before such agencies.
- 5. The County shall act as agent for all Participating Local Governments in applying for waste reduction and recycling grant funds as determined appropriate by the Committee. Disbursement of funds will

be to Participating Local Governments or franchised haulers based on a formula determined by the Committee or set by grant requirements. This does not preclude Participating Local Government(s) from applying individually for any waste reduction and recycling grant.

6. The County shall perform specific duties assigned in the Annual Waste Reduction Work Plan for a given year.

B. Duties of Participating Local Governments Including City

1. City shall undertake internal annual program tasks such as waste reduction and recycling activities, and procurement of recycled products.
2. Unless otherwise assigned by a separate intergovernmental agreement, City shall be responsible for enforcement of solid waste reduction plan standards regarding solid waste collection ordinances and franchises within the City. Such enforcement includes complaint investigation, service standard review, reporting, and revisions of city codes based upon proposals developed by the County.
3. City shall perform the specific duties assigned as outlined in the Annual Waste Reduction Work Plan for a 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 each Participating Local Governments share of the Metro provided revenue for the "Annual Waste Reduction Program" and "Recycle at Work Program", for the current program year shall be

provided the County for purposes of funding activities described in Section VI(A) above.

2. Washington County shall act as administrator for those revenues on behalf of the Participating Local Governments.
3. Each Participating Local Government has the right, for up to three years, to audit County records relating to Metro grant funds received through this Agreement.

B. Other Programs Funded through Metro

1. For all other sources of funding provided by Metro related to compliance activities under the RSWMP, each Participating Local Government, including City, shall determine whether to receive those funds directly or allocate those funds to the County as provided for within this Agreement.
2. Any Participating Local Government including City choosing to retain funding shall notify in writing all other Participating Local Governments of its intent to retain those funds no later than January 31 of each year.
3. Any Participating Local Government choosing to object to such action shall submit a written response to all other Participating Local Governments within thirty (30) days of receipt of the original notice.
4. If no objection is raised, then the Participating Local Government choosing to retain its funding shall be free to do so; however, if objection is raised, then the Participating Local Governments shall use their best efforts to resolve the issue.

IX. Exclusivity

This writing is intended both as the final expression of the Agreement between County and City with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. All previous agreements between County and City regarding the Washington County Wasteshed Technical Committee are hereby revoked and repealed.

WASHINGTON COUNTY (County)

CITY OF SHERWOOD

By: _____

By: _____

Print name and title

James A. Patterson, City Manager
Print name and title

Date

Date