

RESOLUTION NO. 2478

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN METRO AND THE CITY OF TROUTDALE THAT ESTABLISHES THE RESPONSIBILITIES OF BOTH PARTIES IN IMPLEMENTING THE FISCAL YEAR 2019-20 METRO AND LOCAL GOVERNMENT ANNUAL WASTE REDUCTION PLAN.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. State law requires Metro, local governments, and counties to meet requirements under the Opportunity to Recycle Act (Oregon Revised Statutes 459A and Oregon Administrative Rules Chapter 340-090) and Senate Bill 263; and
2. Metro has adopted the 2030 Regional Waste Plan requiring local jurisdictions to prepare and implement an Annual Waste Reduction Plan; and
3. The Annual Waste Reduction Plan outlines a scope of work for waste prevention, reuse and recycling program elements that satisfies State and Metro statutory requirements; and
4. The City of Troutdale's Annual Waste Reduction Plan has been approved by Metro; and
5. Metro funding through an Intergovernmental Agreement is intended to support only required elements, business technical assistance and outreach, and regional priority programs; and
6. Metro has been designated by the State of Oregon as the reporting agency of local jurisdictions within the Metro region documenting their efforts completed in the Annual Waste Reduction Plan.

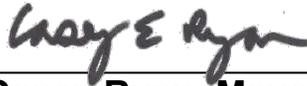
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

Section 1. The City of Troutdale hereby approves the Fiscal Year 2019-20 Annual Waste Reduction Plan.

Section 2. The Mayor is authorized to sign the IGA on behalf of the City of Troutdale.

Section 3. This resolution is effective immediately upon adoption.

YEAS: 6
NAYS: 0
ABSTAINED: 0



Casey Ryan, Mayor
Date: December 11, 2019



Sarah Skroch, City Recorder
Adopted: December 10, 2019

Intergovernmental Agreement

Metro Contract No. 936534

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 342 SW 4th Street, 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 FY 2019-20 Metro and Local Government Annual Waste Reduction Plan.

2. Term. This Agreement shall be effective July 1, 2019, and shall remain in effect through June 30, 2020 unless earlier terminated in conformance with this Agreement, or extended by written amendment signed by both parties. Costs for this project may be incurred beginning July 1, 2019.

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 Exhibit A: 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 EIGHT THOUSAND FOUR HUNDRED THIRTY-SIX AND NO/100THS DOLLARS (\$8,436.00) and ONE THOUSAND AND NO/100THS DOLLARS (\$1,000.00) for Recycle at Work outreach 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.

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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
342 SW 4th Street
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:

Ryan Largura
City of Troutdale
342 SW 4th Street
Troutdale, OR 97060
(503) 674-3311
Metro Contract No. 936534

For Metro:

Jennifer Erickson
Metro
600 NE Grand Ave.
Portland, OR 97232
(503) 797-1647

Intergovernmental Agreement

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: Casey E Ryan

By: _____

Casey Ryan, Mayor
Print name and title

Print name and title

December 11, 2019
Date

Date

Intergovernmental Agreement

Scope of Work – Exhibit A

Attachment A

SCOPE OF WORK: Annual Waste Reduction Plan

- a) Term: July 1, 2019 to June 30, 2020.
- b) City's responsibilities. City shall:
 1. Provide to Metro a copy of City's Resolution, Ordinance, or signature of authorized representative approving this Intergovernmental Agreement including all of its attachments.
 2. Ensure that by June 30, 2020, the activities specified in Attachments A and B have been completed.
 3. On or before August 1, 2020, submit the following:
 - A) A completed reporting template.
 - B) Demonstrated compliance with applicable state law and the Regional Waste 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.
 4. Provide City with any necessary reporting templates.
- d) Budget and Terms of Payment:
 1. Upon completion of section (b)(1) of this Scope of Work, Metro shall pay City \$9,436.00 in one lump sum. City's billing invoices shall include the Metro contract number, City name, remittance address, invoice date, invoice number, and invoice amount. City's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. City's billing invoices for goods and services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of City's invoice.
 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 – Exhibit A

Attachment B

Local Government Annual Implementation Plan

Jurisdiction: City of Troutdale Contact: Ryan Largura

I. Required Elements

Regional Service Standard: Single Family Residential

1. Demonstrate compliance with the regional service standard by completing the table below.

Jurisdiction	Recycling Collection Frequency		Recycling Container Size		Glass Collection Frequency		Yard Debris Collection Frequency		Yard Debris Container Size		Alternative Program Approved	Residential FW
	Urban	Rural	Urban	Rural	Urban	Rural	Urban	Rural	Urban	Rural		
Troutdale	W	N/A	60	N/A	W	N/A	W	N/A	60	N/A	N/A	No

2. List materials collected in each jurisdiction.

- Aerosol cans
- Aluminum
- Fiber
- Glass bottles and jars
- Motor oil
- Plastic bottles and jugs
- Plastic tubs
- Scrap metal
- Solid waste
- Steel (tin) cans
- Yard debris

3. Describe any variations from the regional service standard, exemptions and additional conditions in place.

The following regional service standards are currently not being met:

Single-Family and Multifamily Outreach and Education Minimum Service Standard (Hauler and city maintain websites with this information)

Metro Code Chapter 5.10.230 (d).

Provide information regarding waste prevention, reusing, recycling, and composting.	All waste generators	At least four times per calendar year
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Intergovernmental Agreement

Scope of Work – Exhibit A

Business Recycling Requirement

Metro Code 5.10.310 and AP 510-Section 2

Troutdale’s City Council adopted the Business Recycling Requirement on July 9, 2019.

Business Recycling Outreach and Education Minimum Standard

Metro Code Chapter 5.10.230 (d)

Troutdale will be working with Portland State University, Community Environmental Services (CES) to implement the outreach and education for the Recycle at Work program.

Business Food Waste Requirement

Metro Code 5.10.400

Troutdale requested and received an extension from Metro to adopt the Business Food Waste Requirement (BFWR) no later than October 31, 2019. Troutdale City Council adopted the BFWR at the October 22, 2019 Council meeting. Troutdale is working with the City of Gresham to create a Letter of Understanding that outlines the roles and responsibilities for Gresham to offer technical assistance to businesses.

- Using the table below, demonstrate how you will meet the single-family outreach and education minimum service standard. Include any outreach that exceeds the minimum standard.

Single-Family Outreach and Education

Content	Audience	Distribution Method	Frequency
Report online traffic of Troutdale’s website and update website as needed with content related to waste prevention, reusing, recycling, and composting. Review Waste Management’s website and online materials to ensure they provide waste prevention, reuse, recycling, and composting information.	All waste generators	Website	Bi-annually
Publish at least two articles (400 words or less) in the Troutdale newsletter, the <i>Troutdale Champion</i> , with content related to waste prevention, reusing, recycling, and composting information. Advertise twice a year the Recycle or Not campaign and Waste Management’s website through Troutdale’s website and social media.	All waste generators	Troutdale newsletter is mailed to all addresses and available on Troutdale website.	Publish two articles and advertise twice per year
Host two community events to promote waste prevention, reuse, recycling, or composting.	Single-family and Multifamily residents	Troutdale newsletter, website, and social media	Bi-Annually

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Scope of Work – Exhibit A

Explore ways to improve recycling opportunities and messaging at public events hosted in Troutdale. Develop or adopt a set of guidelines for event organizers to follow.	All waste generators	To be determined; Master Recycler Volunteers?	To be determined
Review Waste Management’s packet of educational materials for new customers to ensure it provides required content related to materials collected for recycling, the schedule for collection, the proper method of preparing materials for collection, and an explanation of the reasons to recycle.	New single-family residents	Mail	Annually

Regional Service Standard: Multifamily Residential

1. Describe how you will meet or exceed the multifamily recycling minimum service standard.

Review Re-Trac data monthly and inquire about level of service for multifamily accounts with hauler.

2. Using the table below, demonstrate how you will meet the multifamily outreach and education minimum service standard. Include any outreach that exceeds the minimum standard.

Multifamily Outreach and Education

Content	Audience	Distribution Method	Frequency
Publish at least two articles (400 words or less) in the Troutdale newsletter, the <i>Troutdale Champion</i> , with content related to waste prevention, reusing, recycling, and composting information. Advertise twice a year the Recycle or Not campaign and Waste Management’s website through Troutdale’s website and social media.	All waste generators	Troutdale newsletter is mailed to all addresses and available on Troutdale website.	Publish two articles and advertise twice per year
Host two community events to promote waste prevention, reuse, recycling, or composting.	Single-family and Multifamily residents	Troutdale newsletter, website, and social media	Bi-Annually
Report online traffic of Troutdale’s website and update website as needed with content related to waste prevention, reusing, recycling, and composting. Review Waste Management’s website and online materials to ensure they	All waste generators	Website	Bi-annually

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Scope of Work – Exhibit A

provide waste prevention, reuse, recycling, and composting information.			
Explore ways to improve recycling opportunities and messaging at public events hosted in Troutdale. Develop or adopt a set of guidelines for event organizers to follow.	All waste generators	To be determined; Master Recycler Volunteers?	To be determined
Use materials developed by other local governments that are designed and directed toward multifamily property owners and managers and provides waste reduction and recycling educational and promotional information.	Multifamily owners and managers	Mailer	Annually

Regional Service Standard: Businesses

1. Describe how you will meet or exceed the business recycling minimum service standard.

Review Re-Trac data monthly and inquire about level of service for businesses with hauler.

2. Using the table below, demonstrate how you will meet the business outreach and education minimum service standard. Include any outreach that exceeds the minimum standard.

Business Outreach and Education

Content	Audience	Distribution Method	Frequency
Publish at least two articles (400 words or less) in the Troutdale newsletter, the <i>Troutdale Champion</i> , with content related to waste prevention, reusing, recycling, and composting information. Advertise twice a year the Recycle or Not campaign and Waste Management’s website through Troutdale’s website and social media.	All waste generators	Troutdale newsletter	Publish two articles and advertise twice per year
Host two community events to promote waste prevention, reuse, recycling, or composting.	All waste generators	Troutdale newsletter, website, and social media	Bi-annually
Explore ways to improve recycling opportunities and messaging at public events hosted in Troutdale. Develop or adopt a set of guidelines for event organizers to follow.	All waste generators	To be determined; Master Recycler volunteers?	To be determined

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Scope of Work – Exhibit A

Look for opportunity to promote Gresham’s Green Business Coffee Hour with Troutdale businesses	Troutdale businesses	Email	Ongoing
Review Waste Management’s packet of educational materials for new customers to ensure it meets content required for this minimum service standard	New customers	Mail	As needed

Business Recycling Requirement

1. Demonstrate compliance with the business recycling requirement by completing the table below.

Required Action	Local Government Program
Establish a method for ensuring business compliance with the requirement.	Adopt Metro’s model ordinance of BRR that requires source separation of specified materials.
Exempt businesses from compliance.	Conduct a site visit to determine if compliance cannot be met by business because of economic or space constraints.
Send notice to businesses outlining the requirements and how to receive assistance.	Notify businesses of BRR through mailer.
Enforcement method.	Issue two written notices of noncompliance to allow business an opportunity to cure violation. After two notices and attempt to offer technical assistance, an administrative fine may be levied.

Business Food Waste Requirement

Due February 2020, see Attachment B.

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Scope of Work – Exhibit A

II. Business Technical Assistance and Outreach

Business Recycling Requirement

Provide a narrative that demonstrates the following:

1. Local jurisdiction has hired staff or contractors whose primary responsibilities and duties are to provide technical assistance and Business Recycling Requirement compliance services to businesses.

Business technical outreach and assistance within the City of Troutdale will be implemented by Portland State University (PSU) under contract with Metro. Troutdale will work with Metro to review the PSU scope of services to be performed by PSU to ensure that the strategies employed meet the required elements of the Annual Outreach Plan noted below.

2. A strategy for targeting and recruiting businesses for Recycle at Work assistance.

Prioritize businesses that may not be receiving recycling services and work with PSU to develop a tracking database using Troutdale’s business license data. Use outreach materials developed by Metro in the initial rollout of the program.

3. A description of the compliance program for the Business Recycling Requirement consistent with Section 2.6 of the administrative procedures for Metro Code Chapter 5.10.

Complete the following table listing specific efforts planned for completion during this fiscal year.

Recycle at Work Annual Outreach Plan	
Target audience, goals, and outreach strategy	Planned Efforts
Target audience: Government Facilities (required)	
Goal: Assess status of internal recycling system in City buildings.	
	Perform field survey of recycling containers at City buildings to understand container needs
	Provide technical assistance to City departments based on survey results
	Assess Plastic Footprint for office supplies and promote more reuse. Create a list of alternative office supplies that are healthier and more sustainable.

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Scope of Work – Exhibit A

Target audience: New Businesses (required)	
Goal: Create database of businesses in Troutdale to track outreach, technical assistance, and containers	Work with PSU to develop a tracking database using Troutdale’s business license data. Require PSU to use city’s database to track outreach, technical assistance and containers.
Goal: Develop outreach and technical assistance materials	Utilizing examples for neighboring jurisdictions, assemble a list of materials to satisfy requirement and/or create outreach materials specific to Troutdale.
Goal: Provide outreach and technical assistance to businesses	Determine the percentage of businesses that PSU will conduct outreach and technical assistance to throughout fiscal year
Goal: Provide containers to businesses	Work with PSU, Metro and City of Gresham to determine the best method for supplying any needed internal collection containers to businesses.
Target Businesses that are Underserved or Underrepresented (optional)	Not prepared to attempt this during upcoming fiscal year because of potential rollout of BRR and BFWR
Target Business Sectors, Institutions or Materials (optional)	Not prepared to attempt this during upcoming fiscal year because of potential rollout of BRR and BFWR
Goal: Inquire about reuse of school supplies	Talk to administrators at elementary schools about barriers and potential of school supply reuse. Inquire about alternative school supply list that focuses on healthier and more sustainable products.
Other commercial waste prevention, or waste reduction activities (optional)	Not prepared to attempt this during upcoming fiscal year because of potential rollout of BRR and BFWR

Business Food Waste Requirement

1. Local jurisdiction has hired staff or contractors whose primary responsibilities and duties are to provide technical assistance and Business Recycling Requirement compliance services to businesses.
2. Troutdale is working with the City of Gresham to create a Letter of Understanding that outlines the roles and responsibilities for Gresham to offer technical assistance to businesses. Complete Attachment B by February 2020.

Troutdale to participate with the City of Gresham to develop an implementation plan for BFWR.

III. Cooperative Regional Priority Initiatives and Programs

Contamination Reduction Education Plan

Describe how your jurisdiction will implement the following outreach and education initiatives:

- Incorporate Recycle or Not messages and content into existing English and Spanish language recycling education programs and activities, including online resources and customer feedback communication conducted by local haulers ('oops' cart tags), to ensure consistency with regional contamination reduction messages.
 1. Highlight the featured contaminants on the Recycling at Home webpage.
- Promote the featured contaminants: plastic bags and plastic wrap from July to December 2019 and frozen food boxes from January to June 2020.
 1. Write one article per featured contaminant for the City newsletter during the specified timeframe.
- Link to and promote the Recycle or Not English and Spanish language websites.
 1. Promote websites using social media through one post per quarter. Post a link on City's Recycle at Home webpage.

Multifamily Program Improvements

Describe how your jurisdiction will actively participate in and commit to the following:

- Design and testing of regional signage (posters, stickers, decals) for multifamily bins.
 1. Will participate in regional engagement through efforts of Gresham and other regional participants
 1. Design and pilot test approaches for multifamily bulky waste collection. Will support Metro's coordinator to devise a pilot test for offering bulky waste collection. Ideally, this would address the needs of residents at the time of move-out.
 2. Create list of multifamily property managers through hauler's assistance to identify contacts.
- Creation of a regional approach to enclosure design requirement or a new model ordinance to support effective multifamily enclosure design.
 1. Will participate in discussion about enclosure design requirement or a new model ordinance.