



RESOLUTION 2009-087

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH METRO RELATING TO BUSINESS RECYCLING

WHEREAS, ORS 190.003 – 190.110 encourages intergovernmental cooperation and authorizes local government entities to delegate to each other authority to perform their respective functions as necessary; and

WHEREAS, ORS 190.010 authorize the parties to enter into this Agreement for the performance of any and/ or all functions and activities that a party to the Agreement has authority to perform; and

WHEREAS, the City is required to perform certain responsibilities towards the implementation and education of the Business Recycling program; and

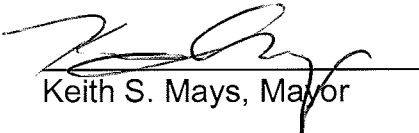
WHEREAS, the City has adopted Ordinance 2009-001.

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

Section 1. The City Manager is authorized to sign the Intergovernmental Agreement with Metro relating to Business Recycling.

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

Duly passed by the City Council this 1st day of December 2009.


Keith S. Mays, Mayor

Attest:


Sylvia Murphy, City Recorder



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

Intergovernmental Agreement

Metro Contract No. 929598

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, entered into 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, Oregon 97232-2736, and THE CITY OF SHERWOOD, hereinafter referred to as "City," located at 22560 SW Pine Street, Sherwood, Oregon 97140.

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 outreach and compliance efforts related to Metro's business recycling program ("the program").
2. Term. This Agreement shall be effective on the date of the last signature and shall remain in effect through June 30, 2010 unless earlier terminated in conformance with this Agreement.
3. Services Provided. 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 (Attachment A).
4. Payment for Services. Metro shall pay City for Business Recycling Requirement notification and outreach services performed and materials delivered in the maximum sum of TWO THOUSAND AND SEVENTY ONE AND NO/100THS DOLLARS (\$2,071.00) 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 30.270. City also agrees to maintain for the duration of this Agreement,



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Intergovernmental 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.

6. Indemnification. Subject to the limits of the Oregon Constitution and Oregon Tort Claims Act, City shall hold harmless Metro, its officers and employees from any claims or damages or property or injury to persons or for any penalties or fines, which may be occasioned in whole or in part by City's actions 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.

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:

Craig Sheldon
City of Sherwood
15527 SW Willamette St
Sherwood, OR 97140

For Metro:

Office of Metro Attorney
Metro
600 NE Grand Avenue
Portland, OR 97232-2736



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(503) 797-1700

Intergovernmental Agreement

Informal coordination of this Agreement will be conducted by the following designated Project Managers:

For City:
Craig Sheldon
City of Sherwood
15527 SW Willamette St
Sherwood, OR 97140

For Metro:
Will Elder
Metro
600 NE Grand Ave.
Portland, OR 97232
(503) 797-1581

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 SHERWOOD

METRO

By: _____

By: _____

Print name and title

Print name and title

Date

Date

Attachment A

SCOPE OF WORK: Business Recycling Requirement

- I. Task: Business Recycling Requirement Implementation
- a) Term: Date of last contract signature to June 30, 2010
- b) City's responsibilities. City shall:
1. Complete and submit to Metro the Business Recycling Requirement Local Government Reporting form that outlines the following:
 - Documentation of the recycling requirement
 - Compliance approach
 - Notification method
 2. Inform businesses of the business recycling requirement ordinance and offer assistance and resources.
 3. Refer requests for waste prevention, sustainable purchasing, and sustainable operations assistance to Washington County Recycle at Work staff for follow-up.
 4. Establish a compliance program for Business Recycling Requirements consistent with Section 2.6 of the administrative procedures for Metro Code Chapter 5.10 and provide written description to Metro.
 5. Prepare a mid-year and annual progress report on the accomplishments of the Business Recycling Program that will include administrative information (staff and expenditures), the number of businesses contacted, visited and assisted, compliance actions, resources delivered, and successes and challenges. The mid-year report is due January 1, 2010 and the annual progress report is due August 1, 2010.
- 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. Notify the City of media outreach campaigns and any other business recruitment scheduled for the term of the IGA. Business Recovery Work Group (BRWG) members will review and advise on all media outreach campaigns and recruitment to the business sector. In conjunction with the BRWG, develop and provide to the City an overview of the outreach that will occur. This overview will include draft guidelines and protocols for the City to respond to requests by businesses and to provide assistance. The overview should also include a timeline for the campaigns and recruitment and a process for notifying the City of press releases.
 5. Provide the City with standardized reporting forms for mid-year and annual progress reports.
 6. Develop and review the program goals and budget in conjunction with the BRWG.
 7. Conduct an evaluation of the program as needed, which may include on-site visits to regional businesses by Metro staff or independent third-party contractors.
- d) Budget and Terms of Payment:
1. Upon completion of section (b) (1) of this Scope of Work, Metro shall pay City \$2,071.00 within 30 days of an approved invoice.