

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING AN) RESOLUTION NO.90-1305
INTERGOVERNMENTAL AGREEMENT WITH)
THE CITY OF GRESHAM TO PURCHASE,) Introduced by
DISTRIBUTE, AND PROMOTE CURBSIDE) Rena Cusma,
RECYCLING CONTAINERS) Executive Officer

WHEREAS, The Waste Reduction Chapter of the Regional Solid Waste Management Plan recommends the use of curbside recycling containers; and

WHEREAS, The Solid Waste Department has identified \$250,000 in the FY 1990-91 budget for start-up costs for curbside container recycling programs; and

WHEREAS, Metro will fund 10% of the one-time costs not to exceed \$70,000 that the City of Gresham will incur to coordinate, purchase, distribute and promote the curbside recycling containers; and

WHEREAS, An Intergovernmental Agreement has been negotiated between Metro and the City of Gresham; and

WHEREAS, The Executive Officer has reviewed the Intergovernmental Agreement with the City of Gresham and recommends Council approval; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District authorizes the Executive Officer to enter into an Intergovernmental Agreement with the City of Gresham to coordinate, purchase, distribute, and promote a curbside container program.

ADOPTED, by the Council of the Metropolitan Service District this 23rd day of August, 1990.


Tanya Collier, Presiding Officer

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT dated this _____ day of _____ 1990, is between the Metropolitan Service District, a municipal corporation, hereinafter referred to as "Metro," whose address is 2000 S.W. First Avenue, Portland, OR 97201-5398, and the City of Gresham, hereinafter referred to as "Contractor," whose address is 1333 N.W. Eastman Parkway, Gresham, Oregon, 97030-3825, for the period of September 4, 1990, through October 31, 1991.

W I T N E S S E T H :

WHEREAS, This Agreement is exclusively for Personal Services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to Metro the materials described in the Scope of Work attached hereto;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. To maintain records of all project expenditures by the budget categories identified in the Scope of Work, "Project Budget/Terms of Payment," of this Agreement and to provide a written record of project expenditures within seven (7) days written request by Metro;

4. To comply with any other "Contract Provisions" attached hereto as the Scope of Work; and

5. Contractor shall be an independent contractor for all purposes, shall be entitled to no compensation other than the compensation provided for in the Agreement. Contractor hereby certifies that it is the direct responsibility employer as provided in ORS 656.407 or a contributing employer as provided in ORS 656.411. In the event Contractor is to perform the services described in this Agreement without the assistance of others, Contractor hereby agrees to file a joint declaration with Metro to the effect that Contractor services are those of an independent contractor as provided under Chapter 864, Oregon Laws 1979.

METRO AGREES:

1. To pay Contractor for services performed and materials delivered in the maximum sum of SEVENTY THOUSAND DOLLARS (\$70,000.00) in the manner and at the time designated in the Scope of Work, "Project Budget/Terms of Payment"; and

2. To provide full information regarding its requirements for the Scope of Work.

BOTH PARTIES AGREE:

1. Project Manager

a) The Metro Project Manager shall be Pamela Kambur or such other person as shall be designated in writing by Debbie Gorham, Waste Reduction Manager. The Metro Project Manager is authorized to carry out the work described in the Scope of Work, "Metro Project Manager's Responsibilities." The Metro Waste Reduction Manager is authorized to give notices as referred to herein, to terminate this Agreement as provided herein, and to carry out any other Metro actions referred to herein.

b) The City Project Manager, Contractor's representative, shall be Lynda Kotta or such other person as shall be designated in writing by the Head of the City of Gresham's Department of Community & Economic Development, Debbie Sagen. The City Project Manager is authorized to carry out the actions referred to herein.

2. That, in the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court;

3. That 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; and

4. That this Agreement may be amended only by the written agreement of both parties.

CITY OF GRESHAM

METROPOLITAN SERVICE DISTRICT

Mayor

By: _____

City Manager

Date: _____

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Metro General Counsel

Scope of Work

Project: Containers for Curbside Recycling in East Multnomah Cities (Gresham serving as lead agency on behalf of Gresham, Troutdale, Fairview and Wood Village)

Contractor: City of Gresham

Project Term: September 4, 1990 to October 31, 1991

Contractor's Responsibilities:

The City Project Manager shall:

1. Develop intergovernmental agreements confirming support from the three neighboring cities of Troutdale, Fairview and Wood Village.

2. Request bids, using standard City purchasing procedures to obtain the lowest costs for an estimated 25,850 curbside containers that will meet the following minimum standards:

- a) a minimum of 25% post consumer plastic resin
- b) a minimum capacity of 14 gallons for source separated principal recyclables
- c) a positive track record demonstrating product quality including:
 - 5 references from other jurisdictions using the product and
 - documentation of a long product life in other curbside recycling programs (i.e. not needing replacement sooner than 5 years from distribution)
- d) a price that includes the costs of printing on the side of the container.

3. Work with Metro staff to confirm the actual number of containers needed to supply all single family dwellings in the four cities (plus a small area of the unincorporated urban portion of Multnomah County called "Interlachen").

4. Purchase single bin containers for all single family dwellings within the Metropolitan Service District boundary (including non-garbage customers) and within the boundaries of Gresham, Troutdale, Fairview, Wood Village, and the unincorporated area of Multnomah County called Interlachen). Purchase an extra 10% of the total number of bins currently

needed to serve as replacements for theft, damage, or new residents.

5. Sell containers to franchised or licensed haulers for their distribution to single family residents at the cost incurred by the City. The individual bins will be clearly identified as "Property of _____" (hauling company's name). Each hauling company must also purchase its proportion of replacement containers.

6. Develop decals that include preparation information about recyclable materials and identification of Metro's support to be affixed to each container.

7. Develop educational/promotional flyers to instruct residents on the "how-to's" and "why's" of properly preparing materials for recycling. An initial flyer shall be given to residents during the distribution of the bins followed by a reminder six months later. All printed materials will be approved in advance of printing and distribution by the Metro Project Manager and will state Metro's role in partial program funding.

8. Supervise the distribution of the bins by the franchised or licensed haulers in each of the cooperating jurisdictions to ensure:

- a) An informational door hanger is distributed prior to the distribution of the containers informing residents that the containers will soon be delivered; and
- b) Every single-family household within the cooperating jurisdictions receives a recycling container within the month of October.

9. Assist the Metro Project Coordinator and the Metro Public Affairs staff in the coordination of media campaigns to promote the use of curbside containers including:

- a) A major media event coinciding with the distribution of containers in October.
- b) Development of articles to insert in city/county newsletters or billing materials.

10. Assist the Metro Project Coordinator with technical assistance to local government personnel responsible for recycling activities within city boundaries as needed.

11. Provide detailed documentation of project costs and results on a quarterly basis including:

- a) Administrative costs incurred by cooperating jurisdictions
- b) Costs incurred by individual haulers during distribution, promotion (such as increased time by office staff), and implementation (such as needs for

new equipment to handle increased volumes of recyclable materials)

- c) Participation levels within each hauler's service area
- d) Tonnages of on-route recyclables collected, reported for each hauler service area
- e) Survey of a representative sample of residents throughout the county to determine consumer attitudes regarding the container program during the third quarter of the first year of the project, or by June 30, 1991.

12. The quarterly reports shall be due to the Metro Project Manager on the following dates:

<u>Reporting Period</u>	<u>Date Report Due</u>
(September) October, November, December	last Monday in January
January, February, March	last Monday in April
April, May, June	last Monday in July
July, August, September	last Monday in October

Metro Project Manager's Responsibilities:

The Metro Project Manager shall:

1. Provide technical assistance to the City Project Manager as necessary to develop, execute, monitor, and evaluate the project.
2. Provide assistance to the City Project Coordinator with promotional and educational activities and review all written information to be distributed to program participants.
3. Monitor general project progress and review as necessary the Contractor's accounting records relating to project expenditures.

Project Budget and Terms of Payment:

Distribution of Cost Sharing:	Metro	Cities	Haulers	Total
1. Containers (including delivery from manufacturer)				
a. initial purchase	\$52,875	-0-	\$52,875	\$105,750
b. 10% replacement	-0-	-0-	10,575	10,575
2. Labor Costs				
a. Decal placement	1,705	-0-	-0-	1,705
b. Distribution	8,895	-0-	8,895	17,790
c. Add'l overhead	-0-	-0-	50,856	50,856
d. Add'l material handling	-0-	-0-	214,500	214,500
3. Add'l or New Equipment	-0-	-0-	250,000	250,000
4. Printing				
a. Decals	3,525	-0-	-0-	3,525
b. Door Hangers/Flyers	3,000	3,000	-0-	6,000
5. Project Coordination: City of Gresham staff	-0-	7,200	-0-	7,200
PROJECT TOTALS:	<u>\$70,000</u>	<u>+</u> <u>\$10,200</u>	<u>+</u> <u>\$587,701</u>	<u>=</u> <u>\$667,901</u>
Cost Sharing as Percent of total Project costs:	10%	<u>+</u> 2%	<u>+</u> 88%	<u>=</u> 100%

Contractor shall receive \$70,000, Metro's portion of the total project budget, from METRO on or before September 30, 1990. All expenditures over the total amount budgeted as METRO's cost share of \$70,000 shall be incurred by the Contractor or the haulers.

Both parties agree that the budget categories noted on the previous page are estimates of Contractor's and Hauler's expenses and that actual expenditures may vary from the amounts listed for each category.

Contractor shall maintain records of all project expenditures by the budget categories listed above and shall provide a written record of project expenditures within seven days written request by Metro.

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 90-1305 FOR THE PURPOSE
OF AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE
CITY OF GRESHAM (ON BEHALF OF GRESHAM, TROUTDALE, WOOD
VILLAGE, AND FAIRVIEW) TO PURCHASE, DISTRIBUTE, AND
PROMOTE CURBSIDE RECYCLING CONTAINERS

July 26, 1990

Presented by: Debbie Gorham
Pamela Kambur

Background

The Waste Reduction Chapter of the Regional Solid Waste Management Plan established an objective to provide containers for curbside recycling to every single-family residence in the Metro region. The minimum standards for the 1990-91 fiscal year outlined in the Annual Waste Reduction Program For Local Government require each jurisdiction to: "Prepare and schedule the implementation of a recycling container collection system." This standard ensures that full implementation of containers throughout the region will be completed by the end of the following fiscal year, June 30, 1992.

During the past fiscal year, Metro assisted in the funding of approximately 65,000 single bin recycling containers in Clackamas County. Preliminary analysis of collection data indicates that participation in curbside recycling has increased significantly. Participation has tripled in some neighborhoods. Overall, Clackamas County staff expect at least a doubling of the volumes recycled.

Representatives from each DEQ Wasteshed have met with Metro staff to discuss tentative timelines for implementation of the container program in the rest of the region. From these discussions, the cities of eastern Multnomah County have worked together to be the next area to purchase and distribute containers. The attached Intergovernmental Agreement reflects the same level of Metro funding support as the Clackamas County proposal, approximately \$3.00 per single family household. Metro's portion of the total cost of implementing the container program is approximately 10%.

The City of Gresham has volunteered to serve as the lead agency to coordinate this project. Gresham is in the process of obtaining intergovernmental agreements with the cities of Troutdale, Wood Village and Fairview and has worked with haulers in each of the cities to obtain their input and agreement to the proposal. In addition, the neighborhood of "Interlachen" in unincorporated Multnomah County will be covered in this proposal as it is serviced by one of the Gresham haulers.

The \$70,000 cost to Metro is budgeted in a FY 1990-91 line item totaling \$250,000. It is expected that Washington County will request the remaining \$180,000 late in the fiscal year. Next year's budget request, FY 1991-92, will reflect any additional funds needed to complete Washington County's proposal, as well as recycling containers for the City of Portland.

Executive Officer's Recommendation

The Executive Officer recommends that Metro enter into the attached Intergovernmental Agreement with the City of Gresham, and that Resolution No. 90-1305 be adopted.



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 901-389
FUND: _____ DEPARTMENT: SW
SOURCE CODE (IF REVENUE) _____

BUDGET CODE NO. 531-313200-528100-75700
(IF MORE THAN ONE) _____

INSTRUCTIONS

- OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
- COMPLETE SUMMARY FORM.
- IF CONTRACT IS —
 - SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
 - UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
 - OVER \$2,500, ATTACH QUOTES, EVAL FORM, NOTIFICATION OF REJECTION, ETC.
 - OVER \$50,000, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET, BIDS, RFP, ETC.
- PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

1. PURPOSE OF GRANT/CONTRACT CONTAINERS FOR CURBSIDE RECYCLING IN EAST MULTNOMAH CITIES (GRESHAM, FAIRVIEW, WOOD VILLAGE, TROUTDALE)

2. TYPE OF EXPENSE PERSONAL SERVICES LABOR AND MATERIALS PROCUREMENT
 PASS THROUGH AGREEMENT INTER-GOVERNMENTAL AGREEMENT CONSTRUCTION
 OTHER

RECEIVED IN THE CONTRACTS DIV.

OR

TYPE OF REVENUE GRANT CONTRACT OTHER

JUL 20 1990

3. TYPE OF ACTION CHANGE IN COST CHANGE IN WORK SCOPE
 CHANGE IN TIMING NEW CONTRACT

DEPT. HEAD _____
CONTRACT ADM. _____
SECRETARY _____

4. PARTIES GRESHAM, CITY OF

5. EFFECTIVE DATE SEPTEMBER 4, 1990 TERMINATION DATE October 31, 1991
(THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT:	ORIGINAL/NEW	\$	<u>70,000</u>
	PREV. AMEND		_____
	THIS AMEND		_____
	TOTAL	\$	<u>70,000</u>

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1990-91 \$ _____

B. BUDGET LINE ITEM NAME PAYMENT TO OTHER AGENCIES AMOUNT APPROPRIATED FOR CONTRACT \$ 250,000

C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF July 1, 1990 \$ 250,000

8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)


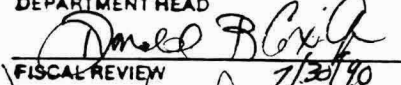
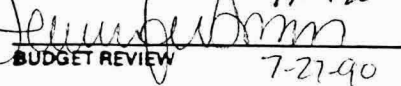
SUBMITTED BY _____	\$ _____	<input type="checkbox"/> MBE
	AMOUNT	
SUBMITTED BY _____	\$ _____	<input type="checkbox"/> MBE
	AMOUNT	
SUBMITTED BY _____	\$ _____	<input type="checkbox"/> MBE
	AMOUNT	

9. NUMBER AND LOCATION OF ORIGINALS _____

10. A. APPROVED BY STATE/FEDERAL AGENCIES? YES NO NOT APPLICABLE
 B. IS THIS A DOT/UMTA/FHWA ASSISTED CONTRACT YES NO
11. IS CONTRACT OR SUBCONTRACT WITH A MINORITY BUSINESS? YES NO
 IF YES, WHICH JURISDICTION HAS AWARDED CERTIFICATION _____
12. WILL INSURANCE CERTIFICATE BE REQUIRED? YES NO
13. WERE BID AND PERFORMANCE BONDS SUBMITTED? YES NOT APPLICABLE
 TYPE OF BOND _____ AMOUNT \$ _____
 TYPE OF BOND _____ AMOUNT \$ _____
14. LIST OF KNOWN SUBCONTRACTORS (IF APPLICABLE)
- | | | |
|------------|---------------|------------------------------|
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
15. IF THE CONTRACT IS OVER \$10,000
 A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?
 YES NO
 B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?
 YES DATE _____ INITIAL _____

16. COMMENTS:
The City of Gresham is coordinating this project and will be entering into "sub-intergovernmental agreements" with the cities of Troutdale, Wood Village & Fairview.

GRANT/CONTRACT APPROVAL

INTERNAL REVIEW  DEPARTMENT HEAD  FISCAL REVIEW <i>7/30/90</i>  BUDGET REVIEW <i>7-27-90</i>	CONTRACT REVIEW BOARD (IF REQUIRED) DATE _____ 1. _____ COUNCILOR 2. _____ COUNCILOR 3. _____ COUNCILOR	COUNCIL REVIEW (IF REQUIRED) _____ DATE
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- LEGAL COUNSEL REVIEW AS NEEDED:
- A. DEVIATION TO CONTRACT FORM _____
- B. CONTRACTS OVER \$10,000 _____
- C. CONTRACTS BETWEEN GOVERNMENT AGENCIES *J. Blaser* _____

RECEIVED
 JUL 31 1990
 TIME: *1:00 pm*
 METRO SERVICE DISTRICT
 OFFICE GENERAL COUNSEL

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 90-1305 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GRESHAM TO PURCHASE, DISTRIBUTE AND PROMOTE CURBSIDE RECYCLING CONTAINERS

Date: August 15, 1990

Presented by: Councilor DeJardin

COMMITTEE RECOMMENDATION: At the August 7, 1990 meeting the Committee voted unanimously to recommend Council adoption of Resolution No. 90-1305. Voting in favor were Councilors Buchanan, Collier, DeJardin and Wyers. Councilor Saucy was excused.

COMMITTEE DISCUSSION/ISSUES: Debbie Gorham, Waste Reduction Manager, presented the Staff Report. She indicated the Intergovernmental Agreement is needed to continue implementation of the Solid Waste Management Plan objective to provide containers for curbside recycling to every single family residence in the Metro region. The City of Gresham will be the lead agency for the project and will contract with other east county cities to implement the program. Metro will provide \$70,000 to the City for the purchase and distribution of curbside containers and the City will provide Metro quarterly reports on the progress and results of the program.

Based on questions from Committee members and Council staff it was determined that the quarterly reporting requirement should extend beyond the current fiscal year thus this Intergovernmental Agreement would be a multi year contract. The Committee recommends that the term of the agreement be extended from June 30, 1990 to October 31, 1990 to accommodate the quarterly reporting requirement for the current fiscal year. Based on the change in the term of the contract the Intergovernmental Agreement should be approved by the Council according to the Metro Contract Code.