

RESOLUTION NO. 795

A RESOLUTION APPROVING YEAR ONE OF THE WASHINGTON COUNTY WASTESHED FIVE-YEAR WASTE REDUCTION PLAN AND ADOPTING THE WASHINGTON COUNTY WASTESHED WASTE REDUCTION INTERGOVERNMENTAL AGREEMENT.

WHEREAS, the above entitled matter came before the Council at the meeting of November 5, 1990; and

WHEREAS, it appearing to the Council that pursuant to the Metropolitan Service District's Regional Solid Waste Management Plan including the waste reduction chapter, all local governments are to adopt an annual work plan for waste reduction; and

WHEREAS, it appearing to the Council that the City of Wilsonville and Washington County may enter into an agreement pursuant to ORS Chapter 190 and ORS 459.065(1)(b); and

WHEREAS, the Washington County Waste Reduction Technical Committee and the Washington County Waste Reduction Policy Committee have jointly developed and approved said plan and agreement and have been in communication with the City of Wilsonville and its assigned staff person, Tom Barthel, concerning same; and

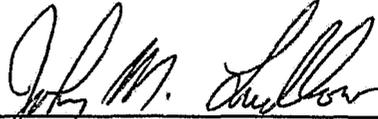
WHEREAS, Mr. Barthel has reviewed this plan and agreement and is aware of Metro's siting policies and therefore, is recommending adoption.

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

1. That the Washington County Wasteshed Five-Year Waste Reduction Plan, Year One, is designated as the City of Wilsonville approved annual work plan for waste reduction for fiscal year 1990-91.

2. That the City of Wilsonville approve the Washington County Wasteshed Waste Reduction Intergovernmental Agreement and enter into agreement with Washington County for fiscal year 1990-91.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 5th day of November 1990 and filed with the Wilsonville City Recorder this same date.



JOHN M. LUDLOW, Mayor

ATTEST:



VERA A. ROJAS, CMC, City Recorder

SUMMARY of Votes:

| | |
|--------------------|------------|
| Mayor Ludlow | <u>AYE</u> |
| Councilor Edwards | <u>AYE</u> |
| Councilor Chandler | <u>AYE</u> |
| Councilor Clarke | <u>AYE</u> |
| Councilor Dant | <u>AYE</u> |

WASHINGTON COUNTY WASTESHED WASTE REDUCTION
INTERGOVERNMENTAL AGREEMENT

I. Parties

Parties to this Agreement are Washington County (hereinafter "County") and the individual signatory city. Plan participants expected to sign agreements are the County and Cities of Beaverton, Cornelius, Durham, Forest Grove, Hillsboro, King City, Sherwood, Tigard, Tualatin and Wilsonville (hereinafter "Cities"). Any reference hereinafter to "local government" shall include both County and Cities.

II. Statutory Authority

This Agreement is entered into pursuant to ORS Chapter 190 and ORS 459.065 (1) (b).

III. Purpose

Pursuant to ORS Chapter 268, ORS Chapter 459, and related administrative rules, the Metropolitan Service District (hereinafter "Metro") has established a Regional Solid Waste Management Plan, including a waste reduction chapter. The Metro plan provides that Metro shall establish a five-year work plan for solid waste reduction and identifies specific programs for local government to implement the Metro plan. Metro has established guidelines for local government participation in the form of an Annual Waste Reduction Program for Local Government for Year One (July 1, 1990 to June 30, 1991) of the five-year plan. The Metro plan requires local governments to adopt a work program annually. The Annual Waste Reduction Program for Local Government establishes minimum requirements for local government work programs for year one 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 and to establish the duties of the County as administrator of the first-year local government work plan and the duties of all local governments as participants in the work plan for the first year (1990-1991), and to provide a structure for continuing working relationships among the local governments during the remaining four years of the five-year Metro work plan.

IV. Term of Agreement

All local governments shall decide whether to participate in the first-year local government work plan by November 30, 1990. Participation shall be accomplished by adoption of the plan and by entering into this Agreement. The term of this Agreement shall be from November 30, 1990, to June 30, 1991. This Agreement may be renewed by the County and individual signatory city for successive one-year terms. Renewal shall be accomplished by action of the governing body of the City and of the County to adopt the proposed local government work plan for the succeeding year, and to renew this Agreement with amendments to Attachment "A" and Attachment "B" that reflect the funding and duties of the proposed local government work plan.

V. Administrative Structure

A. A Washington County Wasteshed Recycling Commission is established and shall meet at least once each year to review programs and developments of the past year and to recommend programs for the upcoming year consistent with the Metro five-year plan. The governing body of each local government shall appoint one member to the Recycling Commission, and the Washington County Board of Commissioners shall appoint three at-large members, one of whom shall represent the solid waste

industry. The initial appointees of each local government shall be the current local government members of the Washington County Solid Waste Systems Design Steering committee. The Recycling Commission shall receive advice from a technical committee, consisting of a staff member from each local government appointed by the various local government administrators. County staff shall act as administrative coordinator for the Recycling Commission and the technical committee.

- B. The technical committee will develop and propose an annual work plan including projected annual revenue for year two. Annual work plans will be developed in a timely manner to meet all deadlines set by Department of Environmental Quality, Metro, and participating local governments. Annual work plans will be presented for approval by the governing body of each local government on one-year intervals only. The annual work plans shall provide local governments with minimum waste reduction standards consistent with the Metro plan; individual local governments may impose higher standards for waste reduction.

VI. Duties of Parties

A. County Duties as Program Administrator

The County shall perform work requiring technical expertise, including plan development, data compilation, report writing, program coordination, technical advice to participating governments, and general information to the public. The County shall develop model polices, ordinances, etc. as necessary and generally promote the local government waste reduction programs. The County shall also perform field work including coordinating waste audits, single-family recycling, multi-family recycling, commercial recycling, school education, community

education, and special event promotion. The County shall also perform work requiring coordination with Metro, DEQ and other agencies, and represent the local governments before such agencies. In addition, the County shall perform the specific duties outlined in Attachment "A".

B. County Duties as Grant Applicant

The County will act as agent for all participating jurisdictions in applying for Metro's multi-family grant funds. The County will provide matching funds sufficient to meet grant requirements, as set forth in Attachment "B".

Disbursement of multi-family funds will be to local participating jurisdictions or franchised haulers based on a formula to be determined by the Technical Committee.

C. Duties of Each Local Government

Each local government shall undertake annual program tasks that are internal in nature, such as office paper recycling and procurement of recycled products. Each local government shall also be responsible for enforcement of solid waste reduction plan standards with respect to the solid waste collection ordinances and franchisees within each local government jurisdiction; enforcement may include complaint investigation, service standard review, reporting, and revisions to local government codes based upon the model code developed by the County. In addition, each local government shall be responsible for establishing rates for collection franchisees within each local government's jurisdiction consistent with the waste reduction program. Each local government designates the County to act as its agent in applying for and receiving Metro multi-family recycling grant funds. In addition, each local government shall perform the specific duties outlined in Attachment "A".

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industry. The initial appointees of each local government shall be the current local government members of the Washington County Solid Waste Systems Design Steering committee. The Recycling Commission shall receive advice from a technical committee, consisting of a staff member from each local government appointed by the various local government administrators. County staff shall act as administrative coordinator for the Recycling Commission and the technical committee.

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VII. Funding

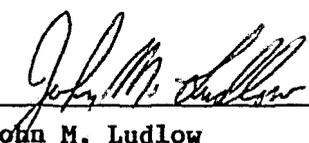
Each local government shall pay to Washington County as program administrator the amount identified as the local government's share for administrative costs as allocated under the annual plan recommended by the Recycling Commission and approved by the participating local governments. For the 1990-1991 year, each local government's share shall consist of all revenue from the Metro "Challenge" grant for the 1990-1991 program year, in accordance with Attachment "B". Washington County shall act as administrator for revenues collected by cooperative efforts of the local governments. Each local governments shall have the right to audit for up to three years County records relating to Metro grant funds received through this Agreement.

Each local government shall be responsible for establishing solid waste collection rates that allow a reasonable return to franchised solid waste collection businesses based on local rate review standards. Local governments retain authority to review hauler costs and to perform audits of hauler financial records.

WASHINGTON COUNTY

By: _____
Chairman
Board of County Commissioners

City of Wilsonville

By: 
John M. Ludlow
Mayor

Attachment A
Intergovernmental Agreements

WASHINGTON COUNTY WASTESHED
Five Year Waste Reduction Plan
Year 1
Programs for Fiscal Year 1990-91

| MAJOR WASTE REDUCTION ACCOMPLISHMENTS AS REFLECTED IN EACH YEARS ANNUAL WORK PLAN | PROJECTED TOTAL REVENUE OR FTE REQUIREMENTS | PREDICTION FOR WASHINGTON COUNTY AS WASTESHED REPRESENTATIVE ACHIEVEMENT OF ACTIVITIES |
|---|---|---|
| 1 A consistent and reliable funding mechanism is adopted. | no additional FTE | Washington County has budgeted revenue through franchise fee. |
| 2 Weekly recycling collection, same day as garbage is started. | Additional FTE and promotional costs of \$11,200. Hauler costs to implement - \$283,602 | Currently have 50% of the task completed. This will require working with remaining franchised haulers to finish task. Current sta level not adequate. |
| 3 Plans are completed for the provision of curbside recycling collection containers to each single family residence. | no additional FTE, \$28,400 revenue for promotion. | Current staff level is adequate. Analysis of task is under way. |
| 4 The local government implements purchasing policies for recycled content and recyclable products. | no additional FTE, \$0 revenue required | Each individual jurisdiction will provide coordinator. Current county staff accomplishes this task for county buildings with coordination with Facilities and Purchasing. |
| 5 A system is developed to participate and cooperate with other regional waste management goals as they are formulated and to make timely reports to Metro. | no additional FTE, \$4500 revenue for promotion. | Current staff level is adequate. |
| 6 A waste reduction coordinator responsible for the local government plan starts work. | Dependent upon cities requirements. | Each individual jurisdiction will provide coordinator. Current county staff accomplishes this task for unincorporated county. |
| 7 All rates are regulated through either franchise or license agreement. | no additional FTE, \$0 revenue required | Presently in place. |
| 8 All county/city buildings start office paper recycling programs. | no additional FTE, \$2670 revenue required for promotion | Each individual jurisdiction will provide coordinator. Current county staff accomplishes this task for county buildings with coordination with Facilities and Purchasing. |
| 9 Multi-family collection containers are distributed. | Additional FTE required. Hauler costs to be \$163,192. Grant program will offset costs. | County staff will provide technical assistance as required. Local governments will provide 80% funding level to participating haulers. |
| 10 Second year Work Plan is written and submitted on time. | no additional FTE, \$0 revenue required | Current staff level is adequate. |

| PROJECTED REVENUE OR FTE REQUIREMENTS FOR COUNTY AS WASTESHED REP | PREDICTION FOR PARTNERSHIP CITIES ACHIEVEMENT OF ACTIVITIES | PROJECTED REVENUE OR FTE REQUIREMENTS FOR CITIES |
|--|---|---|
| no additional FTE | Cities will dedicate Metro "Challenge" Grant money to County for admin. costs. | no additional FTE |
| Required hauler revenue to be through existing rates. Promotion costs shared. | Currently have 50% of the task completed. This will require working with remaining franchised haulers to finish task. Cities would provide revenue for additional FTE through Metro "Challenge" Grant. | Promotion costs shared through Metro "Challenge" Grant revenue. Required hauler revenue to be through existing rates. |
| no additional FTE, Promotion costs to be shared. | County staff level adequate to accomplish task with cooperation of franchised haulers. | no additional FTE, Promotion costs to be shared through Metro "Challenge" |
| no additional FTE, Promotion costs to be shared. \$0 revenue to implement. | Each individual jurisdiction will provide coordinator. City staff accomplishes this task for city buildings with coordination with city facility manager. | no additional FTE, Promotion costs to be shared by Metro "Challenge" Grant. \$0 revenue to implement. |
| no additional FTE, Promotion costs shared. | County staff level adequate to accomplish task with cooperation of local government coordinator. | no additional FTE, Promotion costs to be shared by Metro "Challenge" Grant. |
| no additional FTE | Each individual jurisdiction will provide coordinator that would receive mail and phone calls from Metro, attend wasteshed meetings for program review, oversee internal recycling. | Dependent upon size of jurisdiction, minimum of 10 hours per month. |
| no additional FTE, \$0 revenue required | Presently in place. | no additional FTE, \$0 revenue required |
| no additional FTE, Promotion costs to be shared. \$0 revenue to implement. | Each individual jurisdiction will provide coordinator. City staff accomplishes this task for city buildings with coordination with city facility manager. | no additional FTE, Promotion costs to be shared. \$0 revenue to implement. |
| County will provide revenue of \$66,692 to Metro Multi-Family Matching Grant of \$66,692 to assist implementation. | Cities would provide revenue for additional FTE. County staff would oversee program with cooperation of local government coordinator and participating franchised haulers. Cities and/or haulers may apply for funds to implement multi-family program. | Additional FTE costs to be funded through Metro "Challenge" Grant revenue. \$0 revenue required. |
| no additional FTE, \$0 revenue required | County staff level adequate to accomplish task with cooperation of local government coordinator. | no additional FTE, \$0 revenue required |

Attachment B
Intergovernmental Agreements

WASHINGTON COUNTY WASTESHED
Five Year Waste Reduction Plan
Year 1
Programs for Fiscal Year 1990-91

Funding Sources and Allocations
by Jurisdictions

| | Local Government Generated Revenue | Metro Outright "Challenge" Grant Funds | Cooperative Administrative Program Support | Metro Matching Multi-Family Grant Funds | Local Government Generated Matching Revenue | Multi-Family Revenue Available to Franchised Haulers or Cities by Jurisdiction |
|-------------------|------------------------------------|--|--|---|---|--|
| Washington County | \$138,546 | \$82,539 | \$138,546 | \$30,751 | \$66,692 | \$61,502 |
| Beaverton | \$0 | \$28,988 | \$28,988 | \$10,800 | \$0 | \$21,600 |
| Cornelius | \$0 | \$3,343 | \$3,343 | \$1,246 | \$0 | \$2,492 |
| Durham | \$0 | \$1,500 | \$1,500 | \$195 | \$0 | \$390 |
| Forest Grove | \$0 | \$7,976 | \$7,976 | \$2,972 | \$0 | \$5,944 |
| Hillsboro | \$0 | \$22,142 | \$22,142 | \$8,249 | \$0 | \$16,498 |
| King City | \$0 | \$1,500 | \$1,500 | \$477 | \$0 | \$954 |
| Sherwood | \$0 | \$1,965 | \$1,965 | \$732 | \$0 | \$1,464 |
| Tigard | \$0 | \$17,715 | \$17,715 | \$6,600 | \$0 | \$13,200 |
| Tualatin | \$0 | \$8,736 | \$8,736 | \$3,255 | \$0 | \$6,510 |
| Wilsonville | \$0 | \$3,724 | \$3,724 | \$1,415 | \$0 | \$2,830 |
| | \$138,546 | \$180,128 | \$236,135 | \$66,692 | \$66,692 | \$133,384 |

By Program Area

Funding Sources

| Funding Allocation | Washington County Generated Revenue | Participating Cities Generated Revenue | County Directed Metro "Challenge" Grant Funds | Cities Directed Metro "Challenge" Grant Funds | County Directed Metro Multi-Family Grant Funds | Cities Directed Metro Multi-Family Grant Funds |
|--|-------------------------------------|--|---|---|--|--|
| Program Staff | | | | | | |
| Solid Waste Management Coordinator | \$11,341 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Recycling Coordinator | \$41,362 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Recycling Specialists | \$15,015 | \$0 | \$2,271 | \$34,572 | \$0 | \$0 |
| Hazardous Waste Specialist | \$4,136 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Staff Support | | | | | | |
| Clerical | \$0 | \$0 | \$7,571 | \$14,361 | \$0 | \$0 |
| Administrative Costs | \$0 | \$0 | \$24,018 | \$14,386 | \$0 | \$0 |
| Materials and Supplies | \$0 | \$0 | \$12,254 | \$7,335 | \$0 | \$0 |
| Advertising | \$0 | \$0 | \$10,152 | \$13,310 | \$0 | \$0 |
| Promotion | \$0 | \$0 | \$10,426 | \$13,624 | \$0 | \$0 |
| Contingency | \$0 | \$0 | \$15,847 | \$0 | \$0 | \$0 |
| Multi-Family Recycling Program Support | | | | | | |
| Hauler/Local Jurisdiction Implementation Support | \$66,692 | \$0 | \$0 | \$0 | \$30,751 | \$35,941 |
| Totals | \$138,546 | \$0 | \$82,539 | \$97,588 | \$30,751 | \$35,941 |

| PROJECTED REVENUE OR FTE REQUIREMENTS FOR COUNTY AS WASTESHED REP | PREDICTION FOR PARTNERSHIP CITIES ACHIEVEMENT OF ACTIVITIES | PROJECTED REVENUE OR FTE REQUIREMENTS FOR CITIES |
|--|---|---|
| no additional FTE | Cities will dedicate Metro "Challenge" Grant money to County for admin. costs. | no additional FTE |
| Required hauler revenue to be through existing rates. Promotion costs shared. | Currently have 50% of the task completed. This will require working with remaining franchised haulers to finish task. Cities would provide revenue for additional FTE through Metro "Challenge" Grant. | Promotion costs shared through Metro "Challenge" Grant revenue. Required hauler revenue to be through existing rates. |
| no additional FTE, Promotion costs to be shared. | County staff level adequate to accomplish task with cooperation of franchised haulers. | no additional FTE, Promotion costs to be shared through Metro "Challenge" |
| no additional FTE, Promotion costs to be shared. \$0 revenue to implement. | Each individual jurisdiction will provide coordinator. City staff accomplishes this task for city buildings with coordination with city facility manager. | no additional FTE, Promotion costs to be shared by Metro "Challenge" Grant. \$0 revenue to implement. |
| no additional FTE, Promotion costs shared. | County staff level adequate to accomplish task with cooperation of local government coordinator. | no additional FTE, Promotion costs to be shared by Metro "Challenge" Grant. |
| no additional FTE | Each individual jurisdiction will provide coordinator that would receive mail and phone calls from Metro, attend wasteshed meetings for program review, oversee internal recycling. | Dependent upon size of jurisdiction, minimum of 10 hours per month. |
| no additional FTE, \$0 revenue required | Presently in place. | no additional FTE, \$0 revenue required |
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| County will provide revenue of \$66,692 to Metro Multi-Family Matching Grant of \$66,692 to assist implementation. | Cities would provide revenue for additional FTE. County staff would oversee program with cooperation of local government coordinator and participating franchised haulers. Cities and/or haulers may apply for funds to implement multi-family program. | Additional FTE costs to be funded through Metro "Challenge" Grant revenue. \$0 revenue required. |
| no additional FTE, \$0 revenue required | County staff level adequate to accomplish task with cooperation of local government coordinator. | no additional FTE, \$0 revenue required |

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Five Year Waste Reduction Plan
Year 1
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by Jurisdictions

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