

Intergovernmental Agreement

METRO CONTRACT NO. 933299

INTERGOVERNMENTAL AGREEMENT BETWEEN METRO AND THE CITY OF WILSONVILLE TO ESTABLISH THE “WILSONVILLE-METRO COMMUNITY ENHANCEMENT PROGRAM”

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 Wilsonville (the “City”) an Oregon municipal corporation, whose address is 29799 SW Town Center Loop E, Wilsonville, Oregon 97070.

Section 1: Purpose

The purpose of this Agreement is to implement the provisions of Metro Code Chapter 5.06 related to the establishment of a Solid Waste Community Enhancement Program (“program”) for the Willamette Resources, Inc. transfer station located at 10295 SW Ridder Road in Wilsonville, Oregon.

Section 2: Term

This Agreement begins on July 1, 2015 and terminates on June 30, 2020. The parties may agree to terminate this Agreement earlier. Metro may terminate this Agreement under Section 8. The parties may extend the term of the Agreement by written amendment.

Section 3: Collection and Distribution of Community Enhancement Fee Funds

- A. Under the terms of Metro Franchise No. F-005-08, Metro requires Willamette Resources, Inc. (the “facility”) to collect and remit to Metro a solid waste community enhancement fee of \$1.00 per ton for all putrescible solid waste, including yard debris mixed with food waste, and food waste received at the facility.
- B. Metro will send to the City the solid waste community enhancement fee funds (“funds”) collected in A above by January 31, April 30, July 31, and October 31 of each year this Agreement is in effect beginning October 31, 2015.
- C. At the request of the City, Metro will provide quarterly reports of activity at the facility, including data on (1) the gross weight of solid waste received in vehicles that are weighed as they enter the facility; (2) the number of other vehicles assessed fees on an estimated volume basis; and (3) the tonnage of solid waste transferred from the facility.
- D. At the request of the City, Metro will assist with the establishment and implementation of the program.

Intergovernmental Agreement

- E. The Metro Councilor for the district where the facility is located shall have the option to serve on the community enhancement committee (as provided in Section 4B) including without limitation as: 1) a member of the committee with voting rights, 2) co-chair of the committee with voting rights, or 3) non-membership on the committee (with notification of committee meetings and actions only). The Metro Councilor may change their participation role by notifying the committee at the beginning of the calendar year. Whenever a new Metro Councilor is elected or appointed, they will indicate their preferred role to the committee within 90 days of taking office.

Section 4: City Obligations

- A. The City shall establish and implement a program that complies with Metro Code Chapter 5.06 (Exhibit A), and Metro Administrative Procedures (Exhibit B). Exhibits A and B are incorporated into this Agreement and are binding on the City.
- B. The City shall establish a solid waste community enhancement program advisory committee (“committee”) that complies with Exhibit A and Exhibit B. The City shall ensure that the committee fulfills its duties, including without limitation establishment of a solid waste community enhancement area boundary and compliance with Exhibits A and B. The committee membership shall include the one or more members of the City Council, four citizens of the City appointed by the Mayor, and the Metro Councilor (as provided in Section 3E) whose district includes the City. The City may include additional members at its discretion. Alternatively, the City and the Metro Councilor (as provided in Section 3E) whose district includes the City shall perform the functions of the committee.
- C. The City shall create a separate program account for deposit of the funds collected under Section 3. The City shall ensure that only projects chosen by the committee receive these funds. The City shall carry forward any funds not expended during a budget year to the following year. The City shall not use the funds for general government purposes.
- D. The City shall promote the program within the solid waste community enhancement program boundary area. The City shall publish information about the program, including without limitation funding criteria, goals, application process, and timeline, on its website and in the local newspaper.
- E. The City shall require the committee to provide an open public process for project review and selection.

Intergovernmental Agreement

- F. The City shall require the committee to review an annual budget. The budget shall identify the expected distribution of funds for projects during a fiscal year. The committee may propose that there be no distribution of funds during a fiscal year, for a maximum of three consecutive years.
- G. The City shall ensure funding decisions are made by a majority vote of the committee. Funding for projects or programs sponsored by the city, city advisory committees, departments or special districts shall be approved at the discretion of the committee, and shall not be limited by Metro Administrative Procedures section 6.1.2.4.
- H. The City shall provide all necessary support to administer the program. The City may charge the fund no more than 20% of the annual program budget, not to exceed \$50,000, for the direct costs of administering the program. Direct costs include staff time and materials.
- I. No later than October 1 of each year beginning in 2016, the City shall provide a written report to Metro on the program that includes revenues and expenditures of the program funds and the fund balance carried forward, if any. The report also shall include a general accounting of any funds expended for program administration.
- J. The City shall maintain complete and accurate records related to the administration of the program and all funds expended and carried forward, and shall make these records available to Metro for inspection, auditing and copying.

Section 5: Notices

Legal notice provided under this Agreement shall be delivered personally or by certified mail to the following individuals:

For the City:

Office of City Counsel
City of Wilsonville
29799 SW Town Center Loop E
Wilsonville, OR 97070

For Metro:

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

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

For the City:

Bryan Cosgrove, City Manager
City of Wilsonville
29799 SW Town Center Loop E
Wilsonville, OR 97070
(503) 570-1503

For Metro:

Heather Nelson Kent
Metro
600 NE Grand Ave.
Portland, OR 97232
(503) 797-1739

Intergovernmental Agreement

The 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 the City.

Section 6: Indemnification

Subject to the limits of the Oregon Constitution and Oregon Tort Claims Act, the 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, for the City's actions under this Agreement.

Section 7: Dispute Resolution

The parties shall attempt to negotiate resolutions to all disputes arising out of this Agreement.

Section 8: Termination or Modification

During the term of this Agreement, each party retains the right to terminate the Agreement as of any anniversary date by written notice delivered to the other party no later than 60 days prior to the anniversary date. The parties may terminate this Agreement at any time for nonperformance of any material term thereof. Metro may modify or terminate this Agreement related to changes based on a substantive amendment, renewal or termination of the Metro franchise issued to the facility described in Section 3A.

Section 9: Insurance

The 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. The 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.

Section 10: Integration and Amendment

This writing contains the entire Agreement between the parties, and may only be amended by written instrument, signed by both parties.

Section 11: 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.

Intergovernmental Agreement

Section 12: Notice of Default

If a party determines that a default exists, that party shall give thirty days' written notice to the other party, which notice shall specify the nature of the default and shall give the other party an opportunity to cure the default before taking any further action.

City

Metro

By: _____

By: _____

Bryan Cosgrove, City Manager
Print name and title

Print name and title

July 7, 2015
Date

Date

BM:bjl
M:\rem\regaff\confidential\metzlerb\Community Enhancement IGAs 2015\Wilsonville\Wilsonville IGA.docx