



Scott Caufield  
Building Codes Administrator

**BUILDING CODES DIVISION**

**DEVELOPMENT SERVICES BUILDING**  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

October 13, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Updated Intergovernmental Agreement with the City of Portland  
for the Master Recycler Training & Program

<b>Purpose/Outcomes</b>	This update will amend the IGA with the City of Portland regarding the Master Recycler Training hosted annually by Clackamas County. The update changes the reporting requirements from quarterly to biannually.
<b>Dollar Amount and Fiscal Impact</b>	There are no anticipated fiscal impacts for this change.
<b>Funding Source</b>	DTD – Resource Conservation & Solid Waste
<b>Duration</b>	The term commences upon execution and continues in effect through June 30, 2017. Thereafter, the agreement automatically renews for successive one year terms (July 1 - June 30), and can be terminated by either party upon thirty (30) days written notice.
<b>Previous Board Action/Review</b>	The Board last reviewed and approved this IGA on March 13, 2014, which formalized the longstanding delivery of the class.
<b>Strategic Plan Alignment</b>	1. Honor, utilize, promote and invest in our natural resources 2. DTD mission & program purpose: ‘...provide...materials management services to residents, property owners, businesses...so they and future generations can experience and invest in a safe ... livable community. Provision of services to residents and businesses so they can reduce overall waste and conserve resources.
<b>Contact Person</b>	Eben Polk, Supervisor – DTD - RC&SW 503-742-4470

**BACKGROUND:**

The Board originally approved this IGA by consent on March 14, 2014. The City of Portland requests a minor update to change the reporting frequency from quarterly to biannually. This update will bring the IGA into alignment with reporting requirements for the other participating jurisdictions.

The Master Recycler Program is a popular citizen-education program that educates community members in the reduction of waste in homes and workplaces. It is a component of Clackamas County’s annual plan pursuant to state and regional solid waste program requirements. The 8-week class is offered 3 times a year, once each in Clackamas, Multnomah, and Washington Counties.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approve the updated Intergovernmental Agreement for the Master Recycler Training.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Eben Polk". The signature is written in a cursive, flowing style.

Eben Polk  
Supervisor, DTD – Resource Conservation & Solid Waste

## INTERGOVERNMENTAL AGREEMENT

City of Portland Contract No. \_\_\_\_\_

THIS AGREEMENT, entered into under the provisions of ORS 190, is between the City of Portland's Bureau of Planning and Sustainability (BPS) "hereinafter referred to as "City", and Clackamas County.

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 Master Recycler Program Training.
2. Term. The term of this agreement shall commence upon execution and shall continue in effect through June 30, 2017, unless terminated by either party upon thirty (30) days written notice. Thereafter, the agreement shall automatically renew for successive one-year terms (July 1 – June 30).
3. Services Provided. The City and Clackamas County 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 1).
4. Payment for Services. Clackamas County shall pay City for Master Recycler Program Training in the sum of \$5,000.00 in the manner and at the time designated in the Scope of Work.
5. Insurance. City is self-insured for liability and worker's compensation insurance coverage. A certificate of self-insurance is available upon request.
6. Indemnification. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party

agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.

7. Termination. This Agreement may be terminated by either party without cause upon giving 30 days written notice of intent to terminate.
8. State Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279 A, 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. Informal coordination of this Agreement will be conducted by the following designated Project Managers and any formal notice shall be provided to following persons:

For City of Portland:

J Lauren Norris  
Master Recycler Program Coordinator  
Bureau of Planning and Sustainability  
1900 SW 4<sup>th</sup> Ave Suite 7100  
Portland, OR 97201  
503-545-8976

**Lauren.norris@portlandoregon.gov**

For Clackamas County:

Stacy Ludington  
Resource Conservation & Solid  
Waste Program  
150 Beaver Creek Rd  
Oregon City, OR 97045  
503-742-4463

**SLudington@co.clackamas.or.us**

10. Integration. This writing contains the entire Agreement between the parties and may only be amended by written instrument, signed by both parties.
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. This Agreement is dated as of the last signature date below.

12. Appropriation of Funds. Clackamas County attests that funds for this program have been appropriated for the current fiscal year.

**CITY OF PORTLAND**

**Clackamas County**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

## **Attachment - 1 Scope of Work**

### **Description of the Scope of Work –**

- A. The City shall conduct a minimum of one Master Recycler training session in Clackamas County. The session shall include at least 28 hours of training and shall be offered to approximately 20 volunteers.
  
- B. The City shall continue to work with Clackamas County's solid waste and recycling staff to refine existing materials to improve the quality and focus on regional needs.
  
- C. The City shall acknowledge Clackamas County's sponsorship on all printed materials promoting the Master Recycler Program. In addition, Clackamas County shall serve on the Master Recycler Program Advisory Committee.
  
- D. The City shall work with Master Recycler volunteers and program sponsors to identify and schedule community outreach opportunities for volunteers who have completed the training course. Approximately 30 hours of community outreach shall be required for a volunteer to receive a Master Recycler certificate. Community payback activities shall be selected by volunteers and shall be consistent with criteria developed by the City and the Master Recycler Advisory Committee. The City shall encourage volunteers to undertake projects and educational activities for Clackamas County, Solid Waste and Recycling involving residential recycling, home composting, commercial recycling, waste prevention, recycled-content purchasing, and alternatives to and proper handling of household hazardous wastes.
  
- E. The City shall prepare biannual progress reports and submit them to all participating agencies. These reports shall include a description of activities during the half-year, the number of volunteers participating, and a summary of payback activities, and shall include cumulative data and information. The second shall be considered the "final" or summary report, and shall include cumulative data and information for the year. In addition to programmatic information, the final report shall include budgetary information including income and expenses and be submitted by the City within two weeks of the end of the

fiscal year.

## 2. **Payment and Billing**

The City of Portland shall perform the above work for a maximum price not to exceed FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00).

- A. This payment shall be the sole monetary obligation of Clackamas County. Payment of all operating costs, federal, state, county or city taxes/assessments and any other charges imposed by law upon employers shall be the sole responsibility of the City.
- B. Clackamas County shall make one payment to the City on the basis of satisfactory implementation of the program as described in this scope of work.