

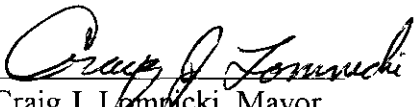
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MILWAUKIE AND THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY FOR A RESOURCE EFFICIENCY PROGRAM.**

**WHEREAS**, the city and the Oregon Department of Environmental Quality (DEQ) are committed to conservation of water, energy and other material resources; and


**WHEREAS**, the city and DEQ share the goal of educating city employees, residents and commercial businesses regarding conservation strategies;

**NOW THEREFORE, BE IT RESOLVED** that the City of Milwaukie authorize the City Manager to sign an intergovernmental Agreement (IGA) with DEQ to undertake a two year pilot project that works with local businesses, public agencies, schools and the general public to conserve and maximize efficient use of materials, energy, and water and prevent the generation of waste.

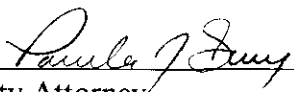
Introduced and adopted by the City Council of the City of Milwaukie, Oregon, on July 16, 1996.

  
Craig J. Lomnicki, Mayor

ATTEST:

  
Pat DuVal, City Recorder

APPROVED AS TO FORM:  
O'DONNELL, RAMIS, CREW & CORRIGAN

  
City Attorney

## INTERAGENCY/INTERGOVERNMENTAL AGREEMENT

This agreement is between the State of Oregon, acting by and through its Department of Environmental Quality, hereafter called Agency, and City of Milwaukie, hereafter called Contractor.

CONTRACTOR DATA	DEQ DATA
Project Officer: <del>J</del> Ann Herrigel Title: Recycling Coordinator Organization: City of Milwaukie Address: 10722 SE Main Street Milwaukie, Oregon 97222  Phone: 503 786-7555      Fax: 503 652-4433	Project Officer: Jan Whitworth Title: Department of Environmental Quality 811 SW Sixth Ave. Portland, OR 97204  Phone: 503 229-6434      Fax: 503 229-5830

**1. Effective Date and Duration**

This agreement shall become effective on the date at which every party has signed this agreement and, when required, approved by the Department of Justice. Unless earlier terminated or extended, this agreement shall expire when Contractor's completed performance has been accepted by Agency or December 31, 1998, whichever is sooner.

**2. Statement of Work**

The statement of work, including the delivery schedule for the work, is contained in Exhibit A attached hereto and by this reference made a part hereof.

**3. Consideration**

(a) Agency agrees to pay Contractor, from available and authorized funds as provided in paragraph 7, the sum of \$50,000 for accomplishing the work required by this agreement. The maximum, not-to-exceed compensation payable to Contractor under this agreement, which includes any allowable expenses, is \$50,000. (b) Any interim payments to Contractor shall be made only in accordance with the schedule and requirements in Exhibit A.

**4. Subcontracts**

Contractor shall not enter into any subcontracts for any of the work scheduled under this agreement without obtaining prior written consent from the Agency's Project Officer.

**5. Amendments**

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.

**6. Termination**

A. This agreement may be terminated by mutual consent of both parties, or by Agency upon 30 day's notice, in writing and delivered by certified mail or in person.

B. The Agency may terminate this agreement effective upon delivery of written notice to the Contractor, or at such other date as may be established by the Department under any of the following conditions:

1. If Agency funding is not obtained and continued at levels sufficient to allow for purchase of the specified services. When possible, and when agreed upon, the agreement may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement, or are no longer eligible for the funding proposed for payments authorized by this agreement.
3. If the Contractor fails to perform the work specified herein, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the Agency, fails to correct such failures within ten (10) days or such longer period as the Agency may authorize.

**7. Funds Available and Authorized**

The Agency certifies at the time the agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this agreement within the Agency's current appropriation and limitation. Contractor understands and agrees that Agency's payment of amounts under this agreement attributable to work performed after the last date of the current biennium is contingent on Agency receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments under this agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations, or other expenditure authority, Agency may terminate this agreement without penalty or liability to the Agency, effective upon the delivery of written notice to Contractor, with no further liability to Contractor.

**8. Captions**

The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this agreement.

**9. Access to Records**

The Agency, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records not otherwise privileged under law of the Contractor which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcript.

**10. Compliance with Applicable Law**

Contractor shall comply with Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans and Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**11. Recycled Paper**

Contractor agrees to use recycled paper for all reports which are prepared as a part of this agreement. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.

**12. Merger Clause**

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Approved by the Contractor:

\_\_\_\_\_  
Signature/Title Date

**AGENCY & OTHER SIGNATURES**

Approved by the Attorney General's Office:  
(All agreements with out-of-state agencies)

\_\_\_\_\_  
Assistant Attorney General Date

Approved by the Agency:

\_\_\_\_\_  
Division Administrator or Delegate Date

\_\_\_\_\_  
DEQ Director or Delegate Date

**EXHIBIT A**  
**INTERAGENCY/INTERGOVERNMENTAL AGREEMENT**

Contractor City of Milwaukie  
Contract # \_\_\_\_\_

Agency Department of Environmental Quality (DEQ)

**STATEMENT OF WORK**

This agreement between the Department of Environmental Quality and the City of Milwaukie is established to model the concept of a community based resource efficiency program which works with local businesses, public agencies, schools and the general public to conserve and be as efficient as possible in the use of materials, energy, water, and to prevent the generation of waste. The agency and the contractor will work as partners to grow this concept in the City of Milwaukie, share ideas and technical knowledge, and project results. In addition to periodic meetings and informal exchange of information, this will be done primarily by accomplishing the schedule and objectives outlined below.

I. Contractor agrees to accomplish the following work under this agreement.

**A. Goals and Measurement:**

Work to accomplish the following goals -

- Development and use of educational materials for commercial sector on resource efficiency - material use/waste prevention, water and energy conservation.
- Integrate the concepts of energy, water and material resource conservation into the long term operation of the city.
- Local businesses, public agencies, schools and other institutions in the community actively assessing their opportunities to implement resource efficiency measures and implementing those that are economically feasible.
- Reduce the amount of materials used or wasted, reduce the amount of energy and water consumed or wasted for each participant and the city.

Measure and document progress toward achieving the community goals by establishing a baseline measurement, monitoring and documenting progress toward achievement of the following objectives-

- Reduction in amount of resources (materials, water, energy) used by each participant.
- Amount of monetary savings realized or projected for by each participant.
- Number of participants who are actually implementing one or more resource usage efficiency measures.
- Number of people reached by educational opportunities developed by the community program.

**B. Promotion and Education**

Conduct a community wide education and promotional effort for businesses, organizations and individuals in the community, including city staff to gain a common understanding of resource efficiency, especially as it relates to waste prevention, material use, energy use, and water use, and how to make changes in their lives and operations to not waste resources. Promote the resource efficient community project to encourage participation and support on a community wide basis.

**C. Community Collaboration**

The City of Milwaukie, in partnership with the North Clackamas County Chamber of Commerce and the Milwaukie Downtown Development Association will work together to plan, implement and fund the Resource Efficient Model City Project in Milwaukie. These partners will provide support

and leadership for the project, with the City of Milwaukie being the primary lead for purposes of this contract.

The City of Milwaukie along with the project partners agree to explore long term funding options for this program in the event that the community decides to continue it beyond the term of this pilot period.

#### **D. Community Participation**

The model city project in Milwaukie will include a minimum of ten (10) participants, including the City of Milwaukie operations/facilities. If participation reaches a minimum of thirty (30) participants, an additional \$10,000 in funding will be provided by the agency. To qualify as a participant in the community resource efficiency program, each participant will agree in writing to the following:

- Conduct a resource efficiency assessment which includes material/product use and waste prevention at a minimum and can also include energy use, water use, and recycling as appropriate.
- Select and implement cost effective resource efficiency opportunities that are identified in the assessment phase.
- Measure and document costs and savings in terms of dollars and resources. Share the information with the Agency and the City of Milwaukie for use in a case study and to measure success of the project.

#### **E. Program Coordination**

The City of Milwaukie agrees to employ a Resource Efficiency Manager/Program Coordinator whose primary duties will be to be the key community contact for this program, provide coordination and technical assistance to community participants, design and implement promotion and education for resource efficiency, including waste prevention, material use, energy use and water use.

#### **F. Testing the Toolkit**

The City of Milwaukie and its partners, through implementation of the Resource Efficient Model City Project agrees to test the Toolkit provided to them by the agency and provide constructive feedback on its usefulness and suggestions for improvements. Each participant will be asked to test the resource efficiency assessment forms during their assessments and provide feedback on their usefulness.

II. The agency agrees to provide the following:

#### **A. Training and Technical Assistance**

- Provide 115 hours (\$7,000 value) of expert technical assistance in the areas of material use, waste prevention, water use and energy resource efficiencies.
- Provide training for the Resource Efficiency Manager/Community Coordinator on resource efficiency assessments and how to use the Toolkit. Space permitting, interested participants and community partners may also attend formal training and onsite training sessions.
- Provide networking and overall project management assistance when requested by the resource efficiency manager/community coordinator.

#### **B. Project Funding**

- Basic Resource Efficient Model City Project \$40,000
- Expanded Participation Bonus for Model City Project \$10,000

Total not to exceed \$50,000

### **DELIVERY SCHEDULE**

Begin: On the day this contract is fully executed and approved by all parties.

- December 31, 1996
  - a. It is understood that the extent of technical assistance required by participants can vary and will impact the number of participants that can be served. However it is the goal of the program to reach and involve a broad base of businesses, public agencies, and institutions. Therefore the program should try and obtain signed agreements from at least ten (10) participants, complete resource efficiency assessments for those participants (assess material use, and as appropriate water and energy use), and develop list of efficiency opportunities for each participant.
  
  - If participant enrollment reaches a minimum of thirty (30) participants, an additional \$10,000 will be provided by the Agency. (See deliverable under June 30, 1997)
  
  - b. Pilot the assessment tools in the Agency provided toolkit.
  
  - c. Establish measurements and monitoring system to be used to determine success of the community Resource Efficient Model City Program for the life of this project.
  
  - d. Conduct at least one community wide education/promotion activity for the Resource Efficient Model City Project.
  
  - e. Hire Resource Efficiency Manager/Community Coordinator whose primary duties are to implement this project in your community.
  
  - f. Resource Efficiency Manager/Community Coordinator attend resource efficiency training offered by the agency.
  
- June 30, 1997
  - a. Obtain signed agreements from any additional community participants, complete resource efficiency assessments for those participants (assess material use, water use, energy use), and develop list of efficiency opportunities. If a minimum of 30 total participants have completed this phase by this date, a bonus of \$10,000 in additional project money will be provided by the agency.
  
  - b. For each participant, establish baseline and monitoring system in order to measure and document actual resource efficiencies achieved, costs and dollar savings.
  
  - c. Select and begin implementation of cost effective resource efficiency options by all project participants.

- d. Conduct at least one new education/promotion activity, either community wide or for a targeted audience.
- December 31, 1997
  - a. Each participant continues to implement cost effective resource efficiency opportunities
  - b. Each participant continues to measure and document costs, savings and resources saved.
  - c. City continues to measure and monitor progress toward achieving established goals.
  - d. Conduct at least one new education/promotion activity, either community wide or for a targeted audience.
- June 30, 1998
  - a. Participants complete implementation of cost effective resource efficiency measures.
  - b. Participants complete measurement and documentation of resource efficiency savings, cost and dollar savings. Share documentation with the Agency for case studies.
  - c. City and partners evaluate and document success of the Resource Efficiency Model City Project. Determine feasibility of continuing program in community and develop a strategy for ongoing support of program if appropriate.
  - d. Conduct at least one education/promotion activity, either community wide or for a targeted audience.

End: When Contractor's completed performance has been accepted by Agency, or on December 31, 1998, whichever is sooner.

## CONSIDERATION

- a. Payment for all work performed under this agreement shall not exceed the maximum sum of \$50,000.
- b. Interim payments shall be made to the Contractor following Agency's review and approval of billings and progress reports submitted by the Contractor according to the following schedule and upon evidence of accomplishment of deliverables identified above.

\$ 5,000	August 1, 1996 Project startup funds for Resource Efficient Model City Project.
\$ 5,000	December 31, 1996 Project progress report demonstrating completion of deliverables identified for this time period.
\$10,000*	June 30, 1997

Project progress report demonstrating completion of deliverables identified for this time period.

\*If the Contractor has signed agreements and has completed resource assessments for a minimum of 30 community participants by June 30, 1997 they shall receive an additional \$10,000 for this payment period.

\$10,000	December 31, 1997 Project progress report demonstrating completion of deliverables identified for this time period.
\$10,000	June 30, 1998 Final project report demonstrating completion of deliverables identified for completion of the project.

c. Contractor shall not submit filings for, and Agency will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the amendment. No payment shall be made for any services performed before the beginning date or after the expiration date of this contract.

d. Contractor may submit multiple billings for work performed in general accordance with the delivery schedule above. The billings shall describe work accomplished during the billing period and provide adequate documentation of project accomplishments. The billings shall include the total amount billed to date by the Contractor prior to current invoice. Billings and progress/status reports shall be sent to Jan Whitworth, Department of Environmental Quality, 811 SW Sixth Ave., Portland, OR 97204. Invoices are subject to the review and approval of the Agency Project Officer.

e. Travel and other expenses of the Contractor shall not be reimbursed by the Agency.