



**CITY OF MILWAUKIE**  
*"Dogwood City of the West"*

**Resolution No. 52-2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MILWAUKIE AND CLACKAMAS COUNTY FOR ASSISTANCE IN ITS ANNUAL REVIEW AND ADOPTION OF SOLID WASTE AND RECYCLING COLLECTIONS FEES.**

**WHEREAS**, ORS Chapter 190 allows for units of local government to enter into agreements for the performance of any or all functions and activities which such units have authority to perform; and

**WHEREAS**, Clackamas County has adopted a Solid Waste and Waste Management Ordinance on June 10, 1970; and

**WHEREAS**, Clackamas County has franchised the collection of solid waste and collects certain fees from the collection of such solid waste; and

**WHEREAS**, the City desires a contractual relationship with the County whereby the County will be responsible for assisting the City in its annual review and adoption of solid waste and recycling collection fees; and

**Now, Therefore, be it Resolved** that the City Council of the City of Milwaukie authorizes the Mayor to sign an Intergovernmental Agreement with Clackamas County to assist the City of Milwaukie with annual production and rate review for solid waste franchises.

Introduced and adopted by the City Council on 5/17/16.

This resolution is effective on 5/17/16.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney

## INTERGOVERNMENTAL AGREEMENT

### Between the City of Milwaukie and Clackamas County

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the City of Milwaukie (“City”), a municipal corporation of the State of Oregon, and Clackamas County (“County”), a political subdivision of the State of Oregon.

WHEREAS, ORS Chapter 190 allows for units of local government to enter into agreements for the performance of any or all functions and activities which such units have authority to perform; and

WHEREAS, Clackamas County has adopted a Solid Waste and Waste Management Ordinance on June 10, 1970; and

WHEREAS, Clackamas County has franchised the collection of solid waste and collects certain fees from the collection of such solid waste; and

WHEREAS, the City desires a contractual relationship with the County whereby the County will be responsible for assisting the City in its annual review and adoption of solid waste and recycling collection fees; and

NOW THEREFORE, Clackamas County and the City of Milwaukie hereby agree to the following:

#### **A. Effective Date and Termination**

Upon execution by both parties this agreement shall have an effective date of February 19, 2016 and shall apply retroactively to that date, and shall continue in full force and effect until terminated by either party.

A party may terminate the Agreement without cause upon 90 days prior written notice, or upon 30 days prior written notice for failure to perform as required by this Agreement, including failure to pay amounts appropriately due.

#### **B. The County Shall:**

1. Perform an annual production record review of the City’s solid waste collection franchisees in coordination with the County’s annual review. The review includes the services of County staff, the contracted services of a CPA, and a staff report with findings and recommendations from the review.

2. If requested by the City, attend and present at City of Milwaukie Council work sessions and public meetings.

C. **The City shall:**

Collaborate with the County on the annual production record review.

D. **Compensation**

County shall provide the annual review of financial and production records and fee setting services for the annual sum of \$3,500.

E. **Amendment**

This Agreement may be amended upon signed, written agreement between the City and the County.

F. **Indemnity**

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, the City shall hold harmless and indemnify County, its officers, employees, and agents against any and all claims, damages, losses and expenses (including attorney(s) fees and costs), arising out of, or resulting from the performance of this Agreement when the loss or claim is attributable to the acts or omissions of the City.

G. **Severability**

County and City agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provisions held to be invalid.

H. **Other Terms**

1. **Compliance with Laws.** County and City agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
2. **No Assignment.** This agreement may not be subcontracted, assigned or transferred by either party without the express written consent of the other party.
3. **Entire Agreement.** This agreement constitutes the entire agreement between the parties, and may be modified only in writing signed by both parties as indicated in section E above.

I. **Liaison and Contact Person**

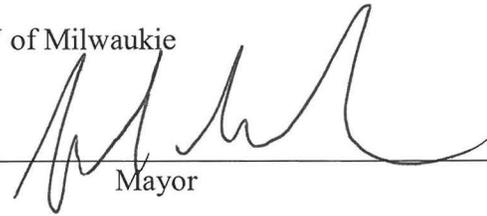
Liaison and Contact Person from City for the Agreement will be:

Rebecca Crocker, 10722 SE Main St., Milwaukie, OR 97222  
503-786-7516, CrockerR@milwaukieoregon.gov

Liaison and Contact Person from County for the Agreement will be:

Rick Winterhalter, 150 Beaver Creek Rd., Oregon City 97045  
503-742-4466, rickw@clackamas.us

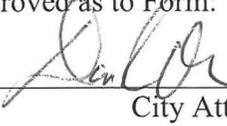
CITY of Milwaukie

By:  Date: 5-18-16  
Mayor

ATTEST:

By: Pat Dawid Date: 5/18/16  
City Recorder

Approved as to Form:

By:  Date: 5-17-16  
City Attorney

CLACKAMAS COUNTY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Administrator

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Counsel

ATTEST:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Recording Secretary