

### ASSIGNMENT AGREEMENT

Title IV of the  
Intergovernmental Personnel Act of 1970

(5 U.S.C. 3371 - 3376)

#### INSTRUCTIONS

This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment arranged under the provisions of the Intergovernmental Personnel Act of 1970.

The term "State or local government," when appearing on this form, also refers to an institution of higher education, an Indian tribal government, and any other eligible organization.

Copies of the completed and signed agreement should be retained by each signatory.

Within 15 days of the effective date of the assignment, two copies of this form must be sent to:

Faculty Fellows and Personnel Mobility Division  
Office of Intergovernmental Personnel Programs  
Office of Personnel Management  
P.O. Box 14184  
Washington, DC 20044

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addressed to either mobility program coordinators in each Federal agency or to the staff in the Intergovernmental Personnel Programs Division in Office of Personnel Management's regional office.

#### PART 1-NATURE OF THE ASSIGNMENT AGREEMENT

New Agreement       Modification       Extension

#### PART 2-INFORMATION ON PARTICIPATING EMPLOYEE

2. Name (Last, First, Middle) <u>Dennis E. Stefani</u>		3. Social Security Number <u>544-52-9876</u>
4. Home Address (Street, City, State, ZIP Code)  <u>26640 S. Beaver Creek Rd. Beaver Creek, OR 97004</u>		5. - A. Have you ever been on a mobility assignment? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO  5. - B. If "YES", date of each assignment (Month and Year) FROM      TO: <u>June 28, 1981 - Present</u>

#### PART 3-PARTIES TO THE AGREEMENT

6. Federal Agency (List office, bureau or organizational unit which is party to the agreement)  <u>Region 10 United States Environ. Pro. Agency</u>	7. State or Local Government (Identify the governmental agency) <u>Department of Public Works City of Portland Portland, Oregon</u>
8. Is assignment being made through a faculty fellows program? If yes, give name of program.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

#### PART 4-POSITION DATA

A-Position Currently Held		
9. Employer Office Name and Address (Building, Street, City, State and ZIP code)  <u>City of Portland Department of Public Works 621 SW Alder St. Portland, Oregon 97205</u>	10. Employee's Position Title <u>Environmental Coordinator</u>	11. Office Phone No. (Area Code) <u>(503) 248-4223</u>
		12. Immediate Supervisor (Name and Title) <u>John M. Lang Public Works Administrator</u>

#### B-Type of Current Appointment

13. Federal Employees (Check appropriate box.)		14. State and Local Employees	
<input checked="" type="checkbox"/> Career Competitive	Indicate GS Level <u>GS-13</u>	State or Local Annual Salary	Original Date Employed by the State or Local Government:
<input type="checkbox"/> Other (Specify)			

#### C-Position To Which Assignment Will Be Made

15. Employment Office Name and Address (Building, Street, City, State and ZIP code)  <u>City of Portland Department of Public Works 621 SW Alder Portland, Oregon 97205</u>	16. Assignee's Position Title <u>Environmental Coordinator</u>	17. Office Phone No. (Area Code) <u>(503) 248-4114</u>
		18. Immediate Supervisor (Name and Title) <u>John Lang, Public Works Administrator</u>

**PART 5--TYPE OF ASSIGNMENT**

## 19. Check Appropriate Box

- On detail from a Federal agency
- On leave without pay from a Federal agency
- On detail to a Federal agency
- On appointment in a Federal agency

## 20. Period of Assignment (Month, Day, Year)

FROM: TO:  
June 29, 1982 - June 29, 1983

**PART 6--REASON FOR MOBILITY ASSIGNMENT**

21. Indicate the reasons for this mobility assignment and discuss how the work will benefit the participating governments. In addition, indicate how the employee will be utilized at the completion of this assignment.

It is EPA's intention to place a member of its staff in each of the major metropolitan areas within the Region. This is designed to aid in the implementation of the State EPA Agreement, provide direct liaison with the City and to provide a senior technical representative of EPA for the City's immediate access. Following the assignment it is expected that the employee will return to the Region to assist in major media program.

**PART 7--POSITION DESCRIPTION**

22. List the major duties and responsibilities to be performed while on the mobility assignment. Attach an accurate current description of the position being filled through the IPA assignment.

1. Coordinate the development and initial implementation of the City's industrial waste management program.
2. Assist City departments and bureaus to obtain technical and financial assistance for completing local environmental projects and programs.
3. Assist in the development of a City hazardous waste emergency response plan.
4. Coordinate the City's response to environmental issues.

**PART 8--EMPLOYEE BENEFITS**

## 23. Rate of Basic Pay

GS-13

## 24. Special Pay Conditions (Indicate any conditions that could increase the assigned employee's compensation during the assignment period)

Within-grade increases or salary increases provided by Executive Order of legislation.

25. Leave Provisions (Indicate the annual and sick leave benefits for which the assigned employee is eligible. Specify the procedures for reporting, requesting and recording such leave)

Earns 6 hours annual leave and 4 hours sick leave bi-weekly. Leave will be approved by supervisor at City of Portland.

**PART 9--FISCAL OBLIGATIONS**

Identify, where appropriate, the office to which invoices and time and attendance records should be sent.

28. Federal Agency Obligations (*if paying more than 50 percent of a Federal employee's salary beyond a 6-month period, specify rationale for cost-sharing decision.*)

EPA is responsible for employees salary and administrative expenses except for 51% annually. EPA will continue to pay employee directly and will bill City quarterly for their share.

27. State or Local Government Agency Obligations

The City of Portland agrees to pay EPA for the employee's services at the rate of 51% of salary and administrative expenses NTE \$25,000 per annum.

**PART 10--CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT**

28. Applicable Federal, State or local conflict-of-interest laws have been reviewed with the employee to assure that conflict-of-interest situations do not inadvertently arise during this assignment.

29. The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him/her while on this assignment.

**PART 11--OPTIONS**

30. Indicate coverage or "N.A." if not applicable

A. Federal Employees Group Life Insurance

Covered  N.A.

B. Federal Civil Service Retirement

Covered  N.A.

C. Federal Employee Health Benefits

Covered  N.A.

31. State or Local Agency Benefits (*Indicate all State employee benefits that will be retained by the State or local agency employee being assigned to a Federal agency. Also include a statement certifying coverage in all State and local employee benefit programs that are elected by the Federal employee on leave without pay from the Federal agency to a State or local agency.*)

32. Other Benefits (*Indicate any other employee benefits to be made part of this agreement*)

All benefits normally accrued under a Career Appointment with the Federal Service.

**PART 12--TRAVEL AND TRANSPORTATION EXPENSES AND ALLOWANCES**

33. Indicate: (1) Whether the Federal agency or State or local agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 334, of the Federal Personnel Manual, and (2) which travel and relocation expenses will be included.

Travel requested by the City of Portland will be paid by the City.  
Travel requested by EPA will be paid by EPA.

**PART 13—APPLICABILITY OF RULES, REGULATIONS AND POLICIES**

**34. Check Appropriate Boxes**

- YES A. The rules and policies governing the internal operation and management of the agency to which my assignment is made under this agreement will be observed by me.
- Yes, with exceptions attached
- B. I have been informed that my assignment may be terminated at any time at the option of the Federal agency or the State or local government.
- C. I have been informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States, if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.
- D. I have been informed of applicable provisions should my position with my permanent employer become subject to a reduction-in-force procedure.
- E. I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary) of my assignment. *(For Federal employees only)*

**PART 14—CERTIFICATION OF ASSIGNED EMPLOYEE**

In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies as indicated in Part 13 above.

35. Location of Assignment ( <i>Name of Organization</i> )  City of Portland	36. Date ( <i>Month, Day, Year</i> ) From: 6/29/82 To: 6/29/83
37. Signature of Assigned Employee	38. Date of Signature ( <i>Month, Day, Year</i> )

**PART 15—CERTIFICATION OF APPROVING OFFICIALS**

In signing this agreement, we certify that:

- the description of duties and responsibilities is current and fully and accurately describes those of the assigned employee;
- this assignment is being entered into to serve a sound, mutual public purpose and not solely for the employee's benefit;
- at the completion of the assignment, the participating employee will be returned to the position he or she occupied at the time this agreement was entered into or a position of like seniority, status and pay.

	Signature of Authorizing Officer	Typed Name and Title	Date of Signature ( <i>Month, Day, Year</i> )
State or Local Government Agency	39.	40. George Yerkovich, Auditor Mike Lindberg Commissioner of Public Works	41.
Federal Agency	42.	43. John R. Spencer Regional Administrator	44.
Headquarters Concurring Official	45.	46.	47.

**PRIVACY ACT STATEMENT**

Sections 3373 and 3374, Assignment of Employees To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personnel and financial transactions, to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law enforcement agencies, or by State, local, or Federal income taxing agencies.

Solicitation of your Social Security Number (SSN) is authorized by Executive Order 9397, which permitted use of the SSN as an identifier of individual records maintained by Federal agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to provide any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.

## Part 7 - Position Description

The Environmental Coordinator position reports to the Director of Public Works and works in the following areas:

1. Coordination of the development and initial implementation of the City's industrial waste management program. Specific activities include:
  - a. Revising the existing industrial waste code such that it will meet the Federal pretreatment regulation requirements and will meet the needs of the City of Portland;
  - b. Holding public meetings and maintaining contact with local industries in order to insure that the proposed code revisions and program are fully understood by all affected parties and are not unduly burdensome;
  - c. Assisting in the development of the program structure, guidelines and policies for the industrial waste management program in the Department of Public Works;
  - d. Working closely with the Commissioner for Public Works office and the offices of the other City Commissioners and formally presenting the code revision to the City Council for passage.
2. Assist City Departments and Bureaus to obtain technical and financial assistance for completing local environmental projects and programs-- in particular, to maintain a close contact with the State DEQ to insure that vital City projects that are eligible for construction grant assistance are placed high enough on the State priority list to receive funding.
3. Assist in the development of a City hazardous waste emergency response plan - The City of Portland has completed a "Hazardous Materials Hazard Analysis" regarding the potential of hazardous waste incidents in the City. One of the recommendations of the analysis is to prepare a formal City-wide emergency response plan by convening representatives from each department. The Environmental Coordinator will serve as the representative from Public Works.
4. Coordinate the City's response to environmental issues - Specific activities include:
  - a. informing and advising City elected officials, staff and departments on the status of environmental regulations, legislation and Federal actions which may affect the City;
  - b. assist in fostering close communications and cooperative working relationships between the City, local, State and EPA jurisdictions involved in environmental issues of local interest;
  - c. encourage and assist the City departments and bureaus to develop and implement comprehensive multi-media solutions to specific environmental problems.

ORDINANCE NO. 153052

An Ordinance authorizing an additional one year agreement with the United States Environmental Protection Agency under the Intergovernmental Personnel Act for the transfer of an EPA employee to provide services to the Department of Public Works, at a cost to the City not to exceed \$25,000, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The one year agreement signed on June 28, 1981, with the Environmental Protection Agency under the Intergovernmental Personnel Act provided for the transfer and services of an EPA employee for one year. This agreement is renewable for an additional year.
2. The Department of Public Works has benefited from the temporary services of the individual assigned from EPA in a number of areas, including evaluating the effectiveness of measures to control road dust caused air pollution in the Bureaus of Maintenance and Street and Structural Engineering; assisting the Bureau of Sanitary Engineering to revise its industrial wastewater pretreatment code and program; and serving as the City's representative on the MSD yard debris collection and disposal steering committee.
3. The Department of Public Works has also benefited from the individual's services in acting as a liaison between the City, the Environmental Protection Agency and the Oregon Department of Environmental Quality on environmental regulations and issues.
4. A one year extension of this agreement with the Environmental Protection Agency will provide the services of this individual for an additional year.
5. The Department of Public Works would benefit from an additional year of temporary service from this individual for completing the development of the industrial waste pretreatment program and code revision; assisting in obtaining State and Federal technical and financial assistance for environmental projects and programs; serving as a liaison between the City, EPA and DEQ on environmental matters; and serving as the Public Works liaison on matters dealing with emergency response to hazardous waste incidents.
6. The maximum cost of this agreement to the City will not exceed \$25,000 for the one year period. Funding for the position will be from the Sewage Disposal Fund in the Bureau of Sanitary Engineering.

# ORDINANCE No.

153052

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Works and Auditor are hereby authorized to enter into an agreement with the United States Environmental Protection Agency, Region 10, 1200 Sixth Avenue, Seattle, Washington, for the services of an IPA Environmental Coordinator for an additional one year period commencing on or about June 29, 1982, said agreement being substantially in conformance with Exhibit "A" attached to the original only hereof and by this reference made a part hereof.

Section 2. The Council declares that an emergency exists because a delay could jeopardize the timely performance of services required by the Department of Public Works; therefore, this Ordinance shall be in effect from and after its passage by Council.

Passed by the Council, **APR 7 1982**

Commissioner Mike Lindberg  
Maxine Borcharding:bd  
March 31, 1982

Attest:

  
Auditor of the City of Portland

Calendar No. 876

ORDINANCE No. 153052

Title

An Ordinance authorizing an additional one year agreement with the United States Environmental Protection Agency under the Intergovernmental Personnel Act for the transfer of an EPA employee to provide services to the Department of Public Works, at a cost to the City not to exceed \$25,000, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
JORDAN	/	
LINDBERG	/	
SCHWAB	/	
STRACHAN	/	
IVANCIE	/	

FOUR-FIFTHS CALENDAR	
JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IVANCIE	

Filed APR 2 1982

GEORGE YERKOVICH  
Auditor of the CITY OF PORTLAND

By *London C. Wall*  
Deputy

INTRODUCED BY
Commissioner Mike Lindberg

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities
Works <i>m/l/ms</i>

BUREAU APPROVAL
Bureau: Office of Public Works Admin.
Prepared By: Maxine Borcharding Date: 3/31/82
Budget Impact Review: <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: John M. Lang

CALENDAR	
Consent <input checked="" type="checkbox"/>	Regular <input type="checkbox"/>

NOTED BY
City Attorney
City Auditor
City Engineer <i>John M. Lang</i>