

INTERGOVERNMENTAL AGREEMENT
Waste Composition Study (2009-2010)

This Agreement is between the City of Portland and the State of Oregon, acting by and through its Department of Environmental Quality (DEQ).

CITY OF PORTLAND DATA	DEQ DATA
Project Officer: Babe O'Sullivan Organization: City of Portland Bureau of Planning & Sustainability Address: 721 NW 9th Ave., Suite 350 Portland, OR 97209 503-823-9582 bosullivan@ci.portland.or.us	Project Officer: Peter Spendelow OR Dept. of Environmental Quality 811 SW 6th Avenue Portland, OR 97204 503-229-5253 : spendelow.peter@deq.state.or.us

1. **Background** DEQ is required by Oregon Revised Statutes 459A.035 to conduct periodic solid waste composition studies. DEQ has contracted with Sky Valley Associates (Contractor) to carry out the sample collection, sorting, and data recording for the Oregon 2009/2010 Waste Composition Study. Samples will include garbage samples delivered to disposal sites in Oregon, samples of commingled recyclable materials delivered to facilities for sorting in Oregon, samples of recyclables that have been sorted from commingled recycling collections at recycling processing facilities, and potentially other samples. Contractor will also conduct detailed contamination analysis of selected component materials taken from representative samples of waste that Contractor has sorted at disposal sites. DEQ will coordinate sample collection with disposal sites, garbage haulers, recycling collectors and recycling facilities, will designate the samples to be selected, and will assist in training the sort crew. DEQ will also be responsible for analyzing the data supplied by the Contractor and for preparing written reports giving results of the Oregon 2009/2010 waste composition study.

The purpose of this Agreement is to extend the 2009/2010 Study by obtaining data on additional samples of waste from the City of Portland. The additional data gathered will increase the precision of the results of the 2009-2010 Study as specifically related to waste composition of City of Portland waste.

2. **Authority** DEQ has authority under ORS 190.110 to cooperate for any lawful purpose with a unit of local government, and has authority under ORS 459A.035 to conduct a solid waste study.
3. **Effective Date and Duration** This Agreement is effective on the date of last signature. Unless earlier terminated or extended, this Agreement expires **June 30, 2011**. Expenses authorized for this agreement and occurring on or after July 1, 2009 are eligible for reimbursement.
4. **Subcontracts** DEQ has subcontracted with Sky Valley Associates (Contractor) to do the sample collection, sorting, data recording, and certain other duties for this study.
5. **Statement of Work** Work authorized by this Agreement is set forth in the statement of work attached as Exhibit A.
6. **Consideration** City of Portland agrees to pay DEQ a maximum, not-to-exceed amount of **\$10,500** for work authorized by this Agreement. Payment to DEQ will be made only in accordance with the requirements in Exhibit A.
7. **Agreement Documents** This Agreement consists of this document and the attached Exhibit A.
8. **Amendments** The terms of this Agreement may not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. If the maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before DEQ performs work subject to the amendment. No payment will be made for any services performed after the expiration date of this Agreement.
9. **Termination**
- (a) This Agreement may be terminated by written mutual consent of both parties, or by either party upon 30 days written notice to the other party. This notice may be transmitted in person, by mail, facsimile, or Email.
 - (b) If this Agreement is terminated under Section 9(a), City of Portland must pay DEQ for unpaid invoices and authorized expenses incurred under this Agreement but not yet billed.
10. **Funds Available and Authorized** City of Portland certifies at the time it executes the Agreement that sufficient funds are available and authorized to it for expenditure to finance costs of this Agreement.
11. **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.
12. **Compliance with Applicable Law.** DEQ will comply with all federal, Oregon, and local laws, regulations, rules, orders and ordinances applicable to this Agreement.

- 13. Merger Clause** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. ALL PARTIES, BY THE SIGNATURE BELOW OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.
- 14. No Third Party Beneficiaries.** The State of Oregon and City of Portland are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless the third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. DEQ is an intended beneficiary of the terms of this Agreement.
- 15. Severability.** If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, 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 this Agreement did not contain the particular provision held to be invalid.
- 16. Survival.** Sections 6 and 14 of this Agreement shall survive termination or expiration of this Agreement.

Approved by City of Portland:

LaVonne Griffin-Valade, City Auditor

Date

Sam Adams, Mayor

Date

APPROVED AS TO FORM

Linda Meng
CITY ATTORNEY

Approved by DEQ:

Wendy Wiles

Wendy Wiles, Division Administrator

1-27-10

Date

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Waste Composition Study (2009-2010)**

DEQ Agreement # R014-10

STATEMENT OF WORK

As part of the statewide 2009/2010 waste composition study, excluding work authorized by this Agreement, DEQ expects to obtain data on 300 regular disposal site samples and 50 mixed waste processing facility residue samples from the Metro tri-county area. 75 of the disposal site samples and 34 of the processing facility residue samples will be funded by DEQ, and Metro is expected to fund 225 disposal site samples and 16 processing facility residue samples.

Hereafter, "base study" will mean a waste composition study conducted with the level of sampling described immediately above for these specific types of samples.

Based on past studies, approximately 115 of the 300 Metro-area disposal site samples are expected to be from the City of Portland. The City of Portland is looking to obtain composition results with a degree of precision that would be obtained by collecting and sorting 150 disposal site samples, with the samples being optimally distributed among the different types of waste streams being disposed.

City of Portland Additional Samples

- A. DEQ will include in the 2009/2010 Study the following number of waste samples from the City of Portland in addition to those designated as part of the base study or included as a result of agreements with other jurisdictions:
- Route truck samples: 16
 - Compacting drop box samples: 5
 - Loose drop box samples: 6
 - Self haul samples to transfer stations: 7
 - Residue from Mixed Waste Processing Facilities: 1

The selection of samples will be done in a manner so as to be representative of all of the waste disposed of from the City of Portland, as determined by DEQ from analysis of load transaction and other waste stream data, with input from City of Portland and Metro. "Portland-designated" samples means the samples described immediately above, which City of Portland will be responsible for funding through this Agreement. The sample distribution proposed above is based on past disposal records, and does not reflect recent changes in disposal patterns. It is likely that construction waste and special purpose landfill waste will be considerably less in 2009/2010 than they were in the past, and so it may be optimal to change the distribution of samples to better represent the non-construction type wastes. DEQ and the City of Portland can agree in writing to change the precise number of samples collected from each substream without requiring an amendment to this Agreement.

- B. DEQ makes no guarantee that the study will result in 150 Portland disposal site samples. The 300 disposal site samples from the Metro area will be randomly selected, and it is expected that approximately 115 will come from Portland. Since the selection will be at random, it is possible that a few less (or a few more) might come from Portland. Under this Agreement, DEQ is only promising that the 35 additional "Portland-designated" samples will come from the City of Portland.
- C. The protocol for sorting the waste and a description of sample types and material categories for sorting is documented in the contract between DEQ and Sky Valley Associates (Contractor). DEQ and Contractor can modify the protocol and material categories by mutual agreement. DEQ will seek input from City of Portland before making any such changes.
- D. DEQ, with City of Portland's input, cooperation, and assistance, will be responsible for coordinating all sampling with the disposal sites and garbage haulers in the City of Portland and for choosing all loads of waste brought in by garbage haulers that will be sampled for the 2009/2010 Study.
- E. DEQ will oversee the entire disposal site sorting, detailed sample analysis, and other work done by Contractor in order to ensure the quality of the data gathered on the all samples.
- F. DEQ will provide the City of Portland with a preliminary summary and analysis of data within 90 days of the end of the field work. DEQ will consult with City of Portland on the manner in which data are to be analyzed, summarized, and presented. On request, DEQ will provide the City of Portland with all field data from Portland for the study.
- G. DEQ will provide City of Portland with a copy of the completed statewide 2009/2010 Study and with final City of Portland results within 180 days of completion of field work and contamination analysis by Contractor.
- H. Field work for this study is expected to be finished by May 31, 2010.

CONSIDERATION:

1. Invoices and payments be based on per-sample costs for samples of different types of Portland-designated samples. Payments for all work performed under this Agreement shall not exceed the maximum sum of \$10,500. The price per sample for City of samples is given below:
 - a. \$345 for every Portland-designated route truck sample (16 expected).
 - b. \$240 for every Portland-designated compacting drop box sample (5 expected)
 - c. \$240 for every Portland-designated loose drop box sample (6 expected)
 - d. \$222 for every Portland-designated self-haul sample to transfer stations (7 expected)
 - e. \$333 for every Portland-designated sample of residue from mixed solid waste processing facilities (1 expected)
2. DEQ and City of Portland may authorize changes in the number or types of samples to be collected by written agreement between the DEQ and City of Portland Project Officers.
3. DEQ will submit monthly invoices to City of Portland. The invoice will show the number of "Portland- designated" samples that Contractor has completed and DEQ has accepted.
4. Invoices will be submitted to Babe O'Sullivan, City of Portland Bureau of Planning & Sustainability, 721 NW 9th Ave., Suite 350, Portland, OR 97209.