

DAN JOHNSON Director

## DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING 150 BEAVERCREEK ROAD OREGON CITY, OR 97045

December 17, 2020

Board of County Commissioners Clackamas County

Members of the Board:

# Approval of Quitclaim Deed and Bill of Sale Between Clackamas County and Water Environment Services Pertaining to the Utilities Building at 902 Abernethy Road

Purpose/Outcome	Agreements authorizing the transfer of the Utilities Building located on the site of the Abernethy Transportation Maintenance facility.		
Dollar Amount and Fiscal Impact	\$0 – Supported by Appraisal		
Funding Source	Not applicable		
Duration	In perpetuity.		
Previous Board Action/Review	None		
Strategic Plan Alignment	<ul> <li>Build public trust through good government</li> <li>Build a strong infrastructure</li> <li>Ensure safe, healthy and secure communities</li> </ul>		
County Counsel	Nate Boderman – 503-655-8364		
Contact Person	Dan Johnson, Transportation and Development – Director 503-742-4325		

# BACKGROUND:

Since the devastating flooding in February 1996 of the County's property at 902 Abernethy Road in Oregon City, Clackamas County has been working to relocate all operations housed at that facility. At one time the site was the primary location for Water Environment Services (formerly the Utilities Department) and the Department of Transportation Development Services / Transportation Maintenance; currently the site houses a dilapidated office building, Clackamas County Fleet Services, Vector Control, Sheriff's Office Fleet Operations and the Transportation Maintenance Division. The dilapidated office building, commonly referred to as the Utilities Building, was constructed and owned by Clackamas County Service District #1 (CCSD #1), and subsequently transferred to Water Environment Services (WES), although the County retained title to the real property on which the building was situated. The Utilities Building has not been used by CCSD #1 or WES for over a decade.

County Administration had made it a goal to prioritize the relocation of Transportation Maintenance from the current site for the following reasons.

- Existing facilities on the site are located within a Federal Emergency Management Agency (FEMA)-designated 100-year flood plain. The risk of flooding was most recently and dramatically demonstrated in 1996 when the property was overwhelmed by floodwater. Abernethy Creek, which is adjacent to the site, has crested above the floor heights of the existing facilities eight times since 1923. When the public needs the vital operations of the Transportation Maintenance Division most, it is essential that its facilities are not underwater.
- The Transportation Maintenance Division is forced to spend money and time every year to move critical equipment in and out of the flood zone during potential flooding events to try to mitigate the risk of operational disruptions in the event of flooding.
- The Transportation Maintenance Division has outgrown existing facilities and the existing facilities are inefficient, for the following reasons:
  - Many years of growth in the County's Department of Transportation and Development resulting in additional staff and equipment;
  - The shape of the site long and narrow does not support efficient and safe movement of equipment
  - The limited size of the site does not allow for proper vehicle circulation.
- There are cost and safety issues stemming from unauthorized camping and property use along the Abernethy Creek on the Subject Property.
- The property is underdeveloped compared to its highest and best use. Redevelopment would create additional assessed value for the County and the City of Oregon City.

With this direction, the County entered into an agreement with The Blue at Abernethy Creek, LLC, on an opportunity to acquire a turnkey facility and to liquidate the Abernethy Road facility to foster more compatible redevelopment opportunities benefitting the local community and the City of Oregon City. To facilitate this transfer, the County is required to obtain any remaining interest that WES may have in the Utilities Building in order to transfer complete fee title to the buyer.

As part of an independent appraisal establishing a value for the overall site, the appraiser assigned a negative value specifically to the Utilities Building. This is based on the appraiser's conclusion that the best use of the site would be a total redevelopment since the industrial uses are no longer allowed under the updated zoning designation, that the uses previously housed in the building have likely lost their nonconforming use status, and that it is likely cost-prohibitive to rehab and repurpose the existing structure. There is value attributable to the land underneath the building, but that is owned by the County. Accordingly, the County will pay no money to WES as part of the transfer. The County will, however, release WES from any liability associated with the building moving forward, except to the extent the liability arises specifically out of the actions or omissions of WES or CCSD #1.

County Counsel has reviewed and approved this quitclaim deed and bill of sale.

# RECOMMENDATION

Staff respectfully recommends the Board of County Commissioners authorize the Chair to execute the attached quitclaim deed and bill of sale.

Sincerely,

Dan Johnson

Dan Johnson – Director Transportation and Development

Attachments: Quitclaim Deed Bill of Sale MAIL TAX STATEMENTS TO: Clackamas County 2051 Kaen Rd. Oregon City, OR 97045

AFTER RECORDING RETURN TO: Clackamas County 2051 Kaen Rd. Oregon City, OR 97045

**GRANTOR'S ADDRESS:** Water Environment Services 150 Beavercreek Rd. Oregon City, Oregon 97045

GRANTEE'S ADDRESS: Clackamas County 2051 Kaen Rd. Oregon City, OR 97045

# **STATUTORY QUITCLAIM DEED**

Water Environment Services, an intergovernmental entity formed pursuant to ORS Chapter 190, the "*Grantor*", releases and quitclaims to Clackamas County, a political subdivision of the state of Oregon, "*Grantee*", all right, title, and interest in the real property described in *Exhibit* "A", which is attached hereto and incorporated herein.

Grantor acquired rights to the personal property located on the real property subject to this release from Clackamas County Service District No. 1 through a Bill of Sale recorded on July 3, 2018 in the Clackamas County Records as document #2018-041421.

The true and actual consideration paid for this conveyance is Zero Dollars (\$0), but other valuable consideration which includes all liability and demolition costs associated with the existing structure currently located on the property. Grantor is transferring any personal property rights it might have to the Grantee in any personal property located on the real property subject to this release through a separate Bill of Sale that the parties hereto executed on the same date as this release. Additionally, to the fullest extent permitted by law, Grantee shall indemnify, defend, save and hold harmless the Grantor and its elected officials, officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 *et. seq.* (hereinafter, referred to individually and collectively as "Claims"), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Grantee. It is the specific intention of the Parties that Grantor shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of Granter Claims

District No. 1, be indemnified for all other Claims arising out of the use or possession of the real property described in *Exhibit "A"*.

The following is the notice as required by Oregon law: "BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930. AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

GRANTOR Water Environment Services An intergovernmental entity formed pursuant to ORS Chapter 190

Chair, Water Environment Services

State of Oregon ) ) ss. County of Clackamas )

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ Chair of Water Environment Services, an intergovernmental entity formed pursuant to ORS Chapter 190.

Before me:

Notary Public for Oregon My Commission Expires: Chair, Board of County Commissioners

State of Oregon	)
	) ss.
County of Clackamas	)

This instrument was acknowledged before me on \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Chair of the Clackamas County Board of County Commissioners.

Before me:

Notary Public for Oregon My Commission Expires:

# Exhibit "A"

Real property in the County of Clackamas , State of Oregon, described as follows:

Parcel I: (22E29CD00100)

#### TRACT A:

Beginning at a point on the South boundary of the George Abernethy and wife Donation Land Claim in Township 2 South, Range 2 East, of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, at a point North 83 degrees 15' West 554.6 feet from the Northwest corner of the Ezra Fisher Donation Land Claim; thence South 6 degrees 15' West 326 feet to the center of Abernethy Creek; thence along the center of said creek upstream to the above mentioned South boundary of George Abernethy Donation Land Claim; thence North 83 degrees 15' West tracing said Donation Land Claim boundary 372 feet to the place of beginning.

#### TRACT B:

Part of the Oregon City Donation Land Claim in Section 29, Township 2 South, Range 2 East, of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, more particularly described as beginning at the Northwest corner of a tract of land conveyed to Ernst Steen and wife, by Deed recorded in <u>Book 293</u>, Page 345, Deed Records, said point being on the South boundary of the George Abernethy Donation Land Claim, North 83 degrees 15' West 554.6 feet from the Northwest corner of the Ezra Fisher Donation Land Claim; thence South 6 degrees 15' West on the West line of said Steen Tract, 326.0 feet to the center of Abernethy Creek; thence along the center of said creek, downstream to the Southeast corner of a tract of land conveyed to J.H. Kuper by Deed recorded in <u>Book 168</u>, Page 513, Deed Records; thence North 6 degrees 15' East on the East line of said Kuper Tract to the South line of said Abernethy Donation Land Claim; thence South 83 degrees 15' East on said South line, 334.95 feet to the place of beginning;

EXCEPT the West 10 feet thereof.

### TRACT C:

A part of the Oregon City Donation Land Claim in Section 29, Township 2 South, Range 2 East, of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, described as follows:

Beginning at an iron pipe driven in the South boundary of the Donation Land Claim of George Abernethy and wife in Township 2 South, Range 2 East, of the Willamette Meridian, at a point that is North 83 degrees 15' West 889.5 feet from the Northwest corner of the Ezra Fisher Donation Land Claim in said township and range; thence continuing on said line North 83 degrees 15' West 50 feet; thence South 6 degrees 42' West to the center of Abernethy Creek; thence along the center of Abernethy Creek upstream 66 feet to the Southeast corner of land conveyed to J.H. Kuper and wife by Deed recorded in Book 168, Page 513; thence North 6 degrees 42' East along the East line of said tract 142 feet to the place of beginning, being a strip 50 feet wide from the Easterly side of the said J.H. Kuper and wife Tract described in Book 168, at Page 513, Record of Deeds of Clackamas County, Oregon situated in Clackamas County, State of Oregon;

TOGETHER WITH a strip of land 10 feet in width off the entire Westerly boundary of Tax Lot 150 of the Oregon City Claim, which said tax lot adjoins the tract herein above described on the East, said 10 foot strip being more particularly described as follows:

The West 10 feet of the following described tract:

Part of the Oregon City Donation Land Claim in Section 29, in Township 2 South, Range 2 East, of the Willamette Meridian, more particularly described as beginning at the Northwest corner of a tract of land conveyed to Ernst Steen and wife, by Deed recorded in <u>Book 293, Page 345</u>, Deed Records, said point being on the South boundary of the George Abernethy Donation Land Claim, North 83 degrees 15' West 554.6 feet from the Northwest corner of the Ezra Fisher Donation Land Claim; thence South 6 degrees 15' West on the West line of said Steen Tract 326.0 feet to the center of Abernethy Creek; thence along the center of said creek, downstream to the Southeast corner of a tract of land conveyed to J.H. Kuper by Deed recorded in <u>Book 168, Page 513</u>, Deed Records; thence North 6 degrees 15' East on the East line of said Kuper Tract to the South line of said Abernethy Donation Land Claim; thence South 83 degrees 15' East on said South line 334.95 feet to the place of beginning.

## TRACT D:

Part of the Oregon City Donation Land Claim in Section 29, Township 2 South, Range 2 East, of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, described as follows:

Beginning in the South line of the George Abernethy Donation Land Claim, North 83 degrees 15' West 939.55 feet from the Northwest corner of the Ezra Fisher Donation Land Claim; thence continuing on said South Donation Land Claim line North 83 degrees 15' West 100 feet; thence South 6 degrees 45' West 271.25 feet to a point in the center of Abernethy Creek from which an iron pipe on the Northerly creek bank bears North 6 degrees 45' East 45.4 feet; thence upstream North 56 degrees East along said center creek line 132 feet, more or less, to a point South 6 degrees 42' West from the place of beginning; thence North 6 degrees 42' East to the place of beginning.

### TRACT E:

Being a part of the Oregon City Donation Land Claim in Township 2 South, Range 2 East, of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, bounded and described as follows, to-wit:

Beginning at an iron pipe driven in the South boundary of the Donation Land Claim of George Abernethy and wife, in Township 2 South, Range 2 East, of the Willamette Meridian, at a point that is North 83 degrees 15' West 1039.55 feet distant from the Northwest corner of the Ezra Fisher Donation Land Claim in said township and range; running thence South 6 degrees 45' West 271.0 feet to the center of the Abernethy Creek; thence along the center of the said Abernethy Creek downstream South 56 degrees West 100 feet, more or less, to a point; thence North 6 degrees 45' East 100 feet distant and parallel to the West boundary of property described in Deed Records of Clackamas County, Oregon, in Book 168, Page 513, to the South boundary of the George Abernethy Donation Land Claim, aforesaid; thence tracing the South boundary of the said Donation Land Claim, 100 feet to the place of beginning.

## TRACT F:

Beginning at a point in the South boundary of the George Abernethy Donation Land Claim in Section 29, Township 2 South, Range 2 East, of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, that is North 83 degrees 15' West 1139.55 feet distant from the Northwest corner of the Ezra Fisher Donation Land Claim and being the Northwest corner of the tract of land described in Deed from Gustave and Anna M. Engebrecht, his wife, to J. Blair and Helen M. Miller and recorded in Volume 233, on Pages 85 and 86, Record of Deeds for Clackamas County, Oregon; thence South 6 degrees 45' West following the West boundary of the above Miller Tract to the center of Abernethy Creek; thence downstream following the center of Abernethy Creek to the Southeast corner of the tract of land described in Deed from Gustave and Anna M. Engebrecht to Clackamas County and recorded in Volume 165, on Pages 108 and 109, Records of Deeds for Clackamas County, Oregon; thence North 6 degrees 45' East 294.00 feet, more or less, following the Easterly boundary of the Clackamas County Tract herein last mentioned to the South boundary of the George Abernethy Donation Land Claim; thence South 83 degrees 15' East 234.25 feet, more or less, tracing the South boundary of the George Abernethy Donation Land Claim to the place of beginning, and all being located in the Oregon City Donation Land Claim in the Southwest one-quarter of Section 29, Township 2 South, Range 2 East, of the Willamette Meridian.

#### TRACT G:

A part of the Oregon City Donation Land Claim in the Southwest one-quarter of Section 29, Township 2 South, Range 2 East, of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, described as follows:

Beginning on the South boundary of the Donation Land Claim of George Abernethy and wife in Township 2 South, Range 2 East, of the Willamette Meridian, at an iron pipe driven at a point that is North 83 degrees 15' West 1373.8 feet distant from the Northwest corner of the Ezra Fisher Donation Land Claim; running thence at right angles to said line South 6 degrees 45' West 294.00 feet to the center of Abernethy Creek; thence with the meanders of the center of Abernethy Creek downstream North 71 degrees 10' West 160.8 feet; thence North 6 degrees 45' East 260 feet to an iron pipe in the South boundary of said George Abernethy Donation Land Claim; thence tracing said claim line South 82 degrees 15' East 167.3 feet to the place of beginning.

## TRACT H:

A part of Section 29, Township 2 South, Range 2 East, of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, described as follows: Beginning at an iron pipe on the South boundary line of the Donation Land Claim of George Abernethy and wife, which bears North 83 degrees 15' West 1531.1 feet distant from the Northwest corner of the Ezra Fisher Donation Land Claim; running thence South 6 degrees 45' West 250 feet to the right bank of Abernethy Creek; thence along the right bank North 83 degrees 15' West 50 feet; thence North 6 degrees 45' East 250 feet to an iron pipe on the said South line of the said Abernethy Claim; thence tracing said line South 83 degrees 15' East 50 feet to the place of beginning.

#### TRACT I:

Being a part of Section 29, Township 2 South, Range 2 East, of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, bounded and described as follows, to-wit: Beginning at an iron pipe set on the South boundary line of the Donation Land Claim of George Abernethy and wife in Township 2 South, Range 2 East, of the Willamette Meridian, said pipe being North 83 degrees 15' West 1581.1 feet from the Northwest corner of the Ezra Fisher Donation Land Claim; running thence tracing the Easterly boundary of the land of the grantor herein South 6 degrees 45' East 250 feet to the right bank of the Abernethy Creek; thence along the right bank of the Abernethy Creek North 83 degrees 15' West 45 feet; thence North 6 degrees 45' East and parallel to the Easterly boundary of the land of the grantor herein a distance of 250 feet to a point on the South boundary of the George Abernethy Donation Land Claim; thence tracing the Southerly boundary of the Abernethy Donation Land Claim South 83 degrees 15' East a distance of 45 feet to the place of beginning.

## TRACT J:

The Westerly 55 feet of the following described property:

The Eastern one-half of part of Section 29, Township 2 South, Range 2 East, of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, described as follows: Beginning at an iron pipe on the South boundary line of the Donation Land Claim of George Abernethy and wife, which bears North 38 degrees 15' West 1581.1 feet distant from the Northwest corner of the Ezra Fisher Donation Land Claim; thence South 6 degrees 45' West 250 feet to the right bank of Abernethy Creek;

thence along the right bank North 83 degrees 15' West 100 feet; thence North 6 degrees 45' East 250 feet to an iron pipe on the South line of the said Abernethy Claim; thence tracing said line South 83 degrees 15' East 100 feet to the place of beginning.

#### TRACT K:

Part of the Oregon City Donation Land Claim in Section 29, Township 2 South, Range 2 East, of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, described as follows:

The East one-half of the following described property to-wit: Beginning at an iron pipe on the South boundary line of the Donation Land Claim of George Abernethy and wife, which bears North 83 degrees 15' West 1681.1 feet distant from the Northwest corner of the Ezra Fisher Donation Land Claim; said iron pipe being the Northwest corner of a tract conveyed to Gertrude Bartlett by Deed recorded June 27, 1951 in Book 446, Page 7, Deed Records; thence South 6 degrees 45' West along the West line of said Barlett Tract 250 feet to the right bank of the Abernethy Creek; thence along the right bank of said creek North 83 degrees 15' West 100 feet; thence North 6 degrees 45' East 250.00 feet to an iron pipe on the said South line of the said Abernethy Claim; thence tracing said line South 83 degrees 15' East 100.00 feet to the place of beginning.

## TRACT L:

The West one-half of the following described property, being a part of Section 29, Township 2 South, Range 2 East, of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, described as follows:

Beginning at an iron pipe on the South boundary of the Donation Land Claim of George Abernethy and wife, which bears North 83 degrees 154' West 1681.1 feet distant from the Northwest corner of the Ezra Fisher Donation Land Claim; thence South 6 degrees 45' West 250 feet to the right bank of the Abernethy Creek; thence along the right bank of said creek North 83 degrees 15' West 100 feet; thence North 6 degrees 45' East 250 feet to an iron pipe on the said South line of said Abernethy Claim; thence tracing said line South 83 degrees 15' East 100 feet to the place of beginning.

## TRACT M:

That part of Section 29, Township 2 South, Range 2 East, of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at an iron pipe on the South boundary line of the Donation Land Claim of George Abernethy and wife, which bears North 83 degrees 15' West 1781.1 feet distant from the Northwest corner of the Ezra Fisher Donation Land Claim, said iron being the Northwest corner of a tract conveyed to Henry Boguslasko, et ux, by Deed recorded in <u>Book 130, Page 222</u>, Deed Records; thence South 6 degrees 45' West along the West line of said Boguslasko Tract, 250 feet, more or less, to the center of Abernethy Creek; thence along the center of said creek, North 83 degrees 15' West 50 feet to the Southeast corner of a tract conveyed to Carl and Bertha Meiritz by Deed recorded in <u>Book 152, Page 462</u>, Deed Records; thence North 6 degrees 45' East along the East line of said Meiritz Tract, 250 feet, more or less, to an iron pipe on the South boundary of said Abernethy Claim; thence South 83 degrees 15' East, tracing said claim line, 50 feet to the point of beginning.

#### TRACT N:

That portion of the right-of-way of the old Willamette Valley Southern Railway Company located in the City of Oregon City, County of Clackamas and State of Oregon, acquired for railway right-of-way purposes by condemnation proceedings on June 19, 1911, as ordered by Decree of the Circuit Court Numbered 10654 being a strip of land 471 feet in length and 100 feet in width, 50 feet on each side of

the center line of the railway line and survey thereof, as the same is now located and established, the center line of said 100 foot strip to be used as a railway right-of-way is described as follows, to-wit:

Beginning at a point in the said center line of the said railway line as now staked out and located upon the ground, which point is the intersection of said center line and the Easterly line of Van Buren Street extended, Oregon City, Oregon, this point being North 34 degrees 55' East 234 feet from the intersection of the Westerly line of McLoughlin Avenue, Oregon City, Oregon, and said Easterly line of said Van Buren Street extended; thence North 83 degrees 58' West 471 feet along said center line to a point, which point is North 20 degrees 08' West 172 feet from the intersection of the Northerly line

of said McLoughlin Avenue and the Easterly line of Jackson Street, Oregon City, Oregon, extended.

## TRACT O:

Beginning at a point in the Northerly line of McLoughlin Avenue, in the City of Oregon City, County of Clackamas and State of Oregon, where the Easterly line of Van Buren Street, extended intersects said avenue; thence North 34 degrees 55' East 400 feet on the Easterly line of Van Buren Street extended; thence North 51 degrees 38' West to the center of Abernethy Creek; thence tracing the center of said creek North 87 degrees 20' West 261 feet to a point where the Easterly line of Jackson Street produced intersects the center of said creek; thence South 34 degrees 55' West 351.6 feet along said Easterly line of Jackson Street extended to the Northerly line of said McLoughlin Avenue; thence North 78 degrees 38' East to the place of beginning;

EXCEPTING THEREFROM that portion lying South of the North line of that parcel described in Deed to Clackamas County, recorded June 16, 1961 in Book 588, page 183, described as follows:

That portion of the right-of-way of the old Willamette Valley Southern Railway Company located in the City of Oregon City, County of Clackamas and State of Oregon, acquired for railway right-of-way purposes by condemnation proceedings on June 19, 1911, as ordered by Decree of the Circuit Court Numbered 10654 being a strip of land 471 feet in length and 100 feet in width, 50 feet on each side of the center line of the railway line and survey thereof, as the same is now located and established, the center line of said 100 foot strip to be used as a railway right-of-way is described as follows:

Beginning at a point in the said center line of the said railway line as now staked out and located upon the ground, which point is the intersection of said center line and the Easterly line of Van Buren Street extended, Oregon City, Oregon, this point being North 34 degrees 55' East 234 feet from the intersection of the Westerly line of McLoughlin Avenue, Oregon City, Oregon, and said Easterly line of said Van Buren Street extended; thence North 83 degrees 58' West 471 feet along said center line to a point, which point is North 20 degrees 08' West 172 feet from the intersection of the Northerly line of said McLoughlin Avenue and the Easterly line of Jackson Street, Oregon City, Oregon, extended.

### TRACT P:

Beginning at a point in the Northerly line of McLoughlin Avenue, in the City of Oregon City, County of Clackamas and State of Oregon, where the Easterly line of Jackson Street produced intersects the same; thence North 34 degrees 55' East 351.6 feet to the center line of Abernethy Creek; thence North 35 degrees 14' West 148.4 feet along the center line of said Abernethy Creek; thence South 34 degrees 55' West 479.7 feet to the Northerly line of McLoughlin Avenue; thence South 74 degrees 59' East 107.7 feet along said North line; thence North 78 degrees 09' East 57 feet along said North line of McLoughlin Avenue to the place of beginning:

EXCEPTING THEREFROM that portion lying South of the North line of that parcel described in Deed to Clackamas County, recorded June 16, 1961 in Book 588, page 183, described as follows: That portion of the right-of-way of the old Willamette Valley Southern Railway Company located in the City of Oregon City, County of Clackamas and State of Oregon, acquired for railway right-of-way purposes by condemnation proceedings on June 19, 1911, as ordered by Decree of the Circuit Court Numbered 10654

being a strip of land 471 feet in length and 100 feet in width, 50 feet on each side of the center line of the railway line and survey thereof, as the same is now located and established, the center line of said 100 foot strip to be used as a railway right-of-way is described as follows, to-wit: Beginning at a point in the said center line of the said railway line as now staked out and located upon the ground, which point is the intersection of said center line and the Easterly line of Van Buren Street extended, Oregon City, Oregon, this point being North 34 degrees 55' East 234 feet from the intersection of the Westerly line of McLoughlin Avenue, Oregon City, Oregon, and said Easterly line of said Van Buren Street extended; thence North 83 degrees 58' West 471 feet along said center line to a point, which point is North 20 degrees 08' West 172 feet from the intersection of the Northerly line of said McLoughlin Avenue and the Easterly line of Jackson Street, Oregon City, Oregon, extended.

## TRACT Q:

Beginning at a point on the Northerly line of McLoughlin Avenue, in the City of Oregon City, County of Clackamas and State of Oregon, that is North 79 degrees 24' East 201.00 feet from the intersection of the Easterly line of Madison Street and said Northerly boundary of McLoughlin Avenue; and running thence North 79 degrees 24' East 55.30 feet along the Northerly line of McLoughlin Avenue; thence South 74 degrees 59' East, 533.90 feet along said Northerly line; thence North 34 degrees 55' East 479.7 feet to the center of Abernethy Creek; thence North 35 degrees 14' West along the center of said creek 98.2 feet; thence South 57 degrees West 327 feet along the center of said creek; thence North 74 degrees 54' West 332.7 feet along the center of said creek; thence North 74 degrees 54' West 332.7 feet along the center of said creek; thence South 34 degrees 58' West 335 feet to the place of beginning.

#### Parcel II (22E29CA02400)

Part of the George Abernathy D.L.C. in Section 29, Township 2 South, Range 2 East, of the W.M. in the County of Clackamas and State of Oregon, described as follows:

Beginning at a point North 83° 15' West 1538.0 feet distant and North 6° 45' East 43.87 feet distant from the Northwest corner of the Ezra Fisher D.L.C., said point marks the Southwesterly corner of a tract conveyed to Antone Klootwyk, et ux, by Correction Deed recorded May 28, 1953 in <u>Book 489, Page 449</u>, Deed Records; thence North 83° 15' West along the North line of Redland Road 72.4 feet; thence North 6° 45' East 62.0 feet; thence North 41° 47' East 46.4 feet; thence South 83° 15' East 45.76 feet to the Northwesterly corner of the aforementioned Klootwyk tract; thence South 6° 45' West along the West line of said Klootwyk tract 100 feet to the point of beginning.

#### Parcel III: (22E29CA02500)

### Tract A:

A tract of land in the George Abernethy D.L.C, in Section 29, Township 2 South, Range 2 East, of the W.M. in the County of Clackamas and State of Oregon, described as follows:

Beginning at an iron bolt in the Northerly boundary of Abernethy Road, said point being North 83° 15' West 1338.0 feet distant and North 6° 45' East 43.87 feet distant from the Northwest corner of the Ezra Fisher D.L.C; thence following the Northerly boundary of said road North 83° 15' West 200.0 feet to an iron pipe; thence North 6° 45' East 100.0 feet to an iron pipe; thence South 83° 15' East 200.0 feet to an iron pipe; thence South 6° 45' West 100.0 feet to the place of beginning.

#### Tract B:

A parcel of land in the George Abernethy D.L.C., Section 29, Township 2 South, Range 2 East, of the W.M. in the County of Clackamas and State of Oregon, described as follows:

Beginning at an iron bolt in the Northerly boundary of Abernethy Road, said point being North 83° 15'

West 1338.0 feet distant and North 6° 45' East 43.87 feet distant from the Northwest corner of the Ezra Fisher D.L.C; thence North 6° 45' East 100.0 feet to an iron pipe, said point being the true point of beginning; thence North 6° 45' East, 20 feet; thence North 83° 15' West, 231.74 feet; thence South 41°47' West, 24.43 feet; thence South 83° 15' East, 245.76 feet to an iron pipe and the true point of beginning.

## Parcel IV: (22029CA02700)

A parcel of land in the County of Clackamas, Oregon; situated in the George Abernathy Donation Land Claim, Section 29, Township 2 South, Range 2 East of the Willamette Meridian, County of Clackamas and State of Oregon, described as follows:

Beginning at the Northwest Corner of the Ezra Fisher Donation Land Claim; thence North 83° 15' West, 1338.0 feet; thence, North 6° 45' East, 43.87 feet to the North Right-of-way Line of County Road No, 354 and the Southeast corner of that certain tract of land conveyed to Clackamas County, recorded June 29, 1968, by Recorder's Fee No. <u>68-14160</u>, Film Records; thence, North 6° 45' East, 100.00 feet to the Northeast corner thereof; thence, North 6° 45' East, 20.00 feet to the True Point of Beginning and the Northeast corner of a second tract of land conveyed to said Clackamas County, recorded July 25, 1968 by Recorder's Fee No. <u>68-14034</u>; thence, North 83° 15' West along the North line of said tract 231.74 feet to the Northwesterly corner thereof; thence South 41° 47' West, 24.43 feet to the most Westerly corner thereof; thence South 41° 47' West, 24.43 feet to the intersection with the North Right-of-way Line of County Road No. 354; thence North 83° 15' West along said road line 30.00 feet, more or less, to the most Southerly Southeast corner of the tract of land described in that certain conveyance from Gustav and Anna Engebrecht to Oregon City and recorded June 4, 1936, in <u>Book 232, on Page 245</u>, Record of Deeds, Clackamas County, Oregon, said Southeast corner being located in the Northerly boundary of Market Road No. 20; thence North 6° 45' East, 62.00 feet; thence North 41° 47' East, 526.78 feet; thence South 6° 45' West, 373.34 feet to the True Point of Beginning.

### Parcel V: (22E29DB00900)

Part of the George Abernathy D.L.C. in Section 29, Township 2 South, Range 2 East, of the W.M. in the County of Clackamas and State of Oregon, described as follows:

Beginning at an iron pipe on the South boundary line of the D.L.C. of Geo. Abernethy and wife, which is the Northwest corner of the Ezra Fisher D.L.C.; Thence South 81° 15' East 97.2 feet to the land conveyed by J. M. Robertson to Gustav Engebrecht by deed recorded in <u>Book 148, Page 485</u>, Clackamas county Deed Records; thence tracing said Engebrecht's Westerly line North 7° 26' West 438.85 feet to a pipe driven in the center of county road; thence along county road South 61° 56' West 728.7 feet to a stone on the South boundary of the said George Abernethy D.L.C.; thence tracing said claim line South 82° 38' East 604 feet to the point of beginning;

#### EXCEPTING THEREFROM that portion lying within county roads.

#### Parcel VI: (22E29CC01400)

A part of the Oregon City D.L.C., in Township 2 South, Range 2 East of the Willamette Meridian, 1n the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at an iron pipe on the South boundary line of the D.L.C. of Geo. Abernethy and wife, which bears North 83° 15' west 1831.1 feet distant from the Northwest corner of the Ezra Fisher D.L.C.; running thence South 6°45' West 250 feet, more or less, to the center of the Abernethy Creek; thence along the center line of said creek North 83° 15' west 50 feet; thence North 6° 451 east 250 feet, more or less, to an iron pipe on the said South line of said Abernethy Claim; thence tracing said line South 83° 15' East 50 feet to the place of beginning;

EXCEPTING THEREFROM that portion lying within Abernethy Creek;

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ALSO EXCEPTING THEREFROM that portion lying within Abernethy Road.

#### Parcel VII: (22E29CC01500)

A part of the Oregon City D.L.C., in Township 2 South, Range 2 East of the Willamette Meridian, 1n the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at an iron pipe on the South boundary line of the D.L.C. of George Abernathy and wife, which bears North 83°15' West 1916.1 feet distant from the Northwest corner of the Ezra Fisher D.L.C.; running thence South 6°45' West 250.00 feet, more or less, to the right bank of Abernathy Creek; thence along the right bank South 83°15' East 35-00 feet to the Southwest corner of the Keller tract described in <u>Book</u> 465, page 266, Deed Records; thence along the Westerly line of said Keller tract North 6°45' East 250.00 feet, more or less, to an iron pipe on the South boundary of said Abernathy claim; thence North 83° 15' West 35.00 feet to the place of beginning;

EXCEPTING THEREFROM that portion lying within Abernethy Creek;

ALSO EXCEPTING THEREFROM that portion lying within Abernethy Road.

Parcel VIII: (22E29CC01600)

Part of Section 29, in Township 2 South, Range 2 East of the Willamette Meridian, 1n the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at an iron pipe on the South boundary line of the D.L.C. of George Abernethy and wife, which bears North 83° 15' West 1916.1 feet distant from the Northwest corner of the-Ezra Fisher D.L.C.; running thence South 6° 45' West 250 feet, more or less, to the right bank of Abernethy Creek; thence along the right bank North 83° 15' West 45 feet; thence North 6° 45' East 250 feet, more or less, to an iron pipe on the said south line of said Abernethy claim; thence tracing said line, South 83° 15' East 45 feet to the point of beginning;

EXCEPTING THEREFROM that portion lying within Abernethy Creek;

ALSO EXCEPTING THEREFROM that portion lying within Abernethy Road.

Parcel IX: (22E29CC01700)

That portion of the Southwest quarter of the Southwest quarter of Section 29, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at an iron pipe on the South boundary line of the George Abernethy Donation Land Claim which bears North 83° 15' West 1961.1 feet from the Northwest corner of the Ezra Fisher Donation Land Claim; thence South 6° 45' West 250 feet more or less to the right bank of Abernethy Creek; thence along said right bank North 83° 15' feet West 65 feet to the Southwest corner of a tract conveyed to Henry Bogeslaski and wife, by deed recorded in Book 186, Page 344, Deed Records; thence North 6° 45' East along the West line of said Bogeslaski tract 250 feet more or less to an iron pipe on the South line of said Abernethy Donation Land Claim; thence along said South line South 83° 15' East 65 feet to the point of beginning;

EXCEPTING THEREFROM that portion lying within Abernethy Creek;

ALSO EXCEPTING THEREFROM that portion lying within Abernethy Road.

# WATER ENVIRONMENT SERVICES and CLACKAMAS COUNTY BILL OF SALE

This Bill of Sale ("Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 between Water Environment Services, an intergovernmental entity formed pursuant to ORS Chapter 190, (the "Seller"), and Clackamas County, a political subdivision of the state of Oregon (the "Buyer"), collectively referred to as the "Parties."

## Agreement

FOR VALUABLE CONSIDERATION, receipt of which is acknowledged, the Parties agree as follows:

- 1. <u>Property.</u> The Seller desires to transfer to the Buyer, and the Buyer desires to acquire, all of the Seller's right, title, and interest in and to any buildings, improvements and personal property located on land commonly known as 902 Abernethy Road, Oregon City, OR 97045, and more particularly described in Exhibit "A" which is attached hereto and incorporated herein (the "Property"). Seller acquired rights to the Property from Clackamas County Service District No. 1 through a Bill of Sale recorded on July 3, 2018 in the Clackamas County Records as document #2018-041421.
- 2. <u>Consideration.</u> The true and actual consideration paid for this conveyance is Zero Dollars (\$0), but other valuable consideration, which includes all liability and demolition costs associated with the existing structure currently located on the Property. Additionally, to the fullest extent permitted by law, Buyer shall indemnify, defend, save and hold harmless the Seller and its elected officials, officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 *et. seq.* (hereinafter, referred to individually and collectively as "Claims"), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Buyer. It is the specific intention of the Parties that Seller shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of Seller or Clackamas County Service District No. 1, be indemnified for all other Claims arising out of the use or possession of the Property.
- **3.** <u>**Transfer of Ownership.**</u> The Buyer will take ownership of the Property immediately upon the full execution of this Agreement.
- 4. <u>Warranty.</u> Except as otherwise expressly stated above, the Seller makes no warranties or representations with respect to the Property. The Buyer accepts the Property AS IS, WHERE IS, in its present condition, including all defects and with all faults, and there are no warranties of merchantability or of fitness for a particular purpose with respect to the Property.
- 5. <u>Counterparts.</u> This Agreement may be executed in multiple originals or counterparts, each of which will be deemed original for all purposes, together constituting one and the same instrument. Copies of the parties' signatures to this Agreement transmitted by facsimile, e-mail or other electronic means shall be considered originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

Seller:

Water Environment Services An intergovernmental entity formed pursuant to ORS Chapter 190

Chair, Water Environment Services

**Buyer:** 

**Clackamas County** 

Chair, Board of County Commissioners

# Exhibit "A"

Real property in the County of Clackamas , State of Oregon, described as follows:

Parcel I: (22E29CD00100)

#### TRACT A:

Beginning at a point on the South boundary of the George Abernethy and wife Donation Land Claim in Township 2 South, Range 2 East, of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, at a point North 83 degrees 15' West 554.6 feet from the Northwest corner of the Ezra Fisher Donation Land Claim; thence South 6 degrees 15' West 326 feet to the center of Abernethy Creek; thence along the center of said creek upstream to the above mentioned South boundary of George Abernethy Donation Land Claim; thence North 83 degrees 15' West tracing said Donation Land Claim boundary 372 feet to the place of beginning.

#### TRACT B:

Part of the Oregon City Donation Land Claim in Section 29, Township 2 South, Range 2 East, of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, more particularly described as beginning at the Northwest corner of a tract of land conveyed to Ernst Steen and wife, by Deed recorded in <u>Book 293</u>, Page 345, Deed Records, said point being on the South boundary of the George Abernethy Donation Land Claim, North 83 degrees 15' West 554.6 feet from the Northwest corner of the Ezra Fisher Donation Land Claim; thence South 6 degrees 15' West on the West line of said Steen Tract, 326.0 feet to the center of Abernethy Creek; thence along the center of said creek, downstream to the Southeast corner of a tract of land conveyed to J.H. Kuper by Deed recorded in <u>Book 168</u>, Page 513, Deed Records; thence North 6 degrees 15' East on the East line of said Kuper Tract to the South line of said Abernethy Donation Land Claim; thence South 83 degrees 15' East on said South line, 334.95 feet to the place of beginning;

EXCEPT the West 10 feet thereof.

### TRACT C:

A part of the Oregon City Donation Land Claim in Section 29, Township 2 South, Range 2 East, of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, described as follows:

Beginning at an iron pipe driven in the South boundary of the Donation Land Claim of George Abernethy and wife in Township 2 South, Range 2 East, of the Willamette Meridian, at a point that is North 83 degrees 15' West 889.5 feet from the Northwest corner of the Ezra Fisher Donation Land Claim in said township and range; thence continuing on said line North 83 degrees 15' West 50 feet; thence South 6 degrees 42' West to the center of Abernethy Creek; thence along the center of Abernethy Creek upstream 66 feet to the Southeast corner of land conveyed to J.H. Kuper and wife by Deed recorded in Book 168, Page 513; thence North 6 degrees 42' East along the East line of said tract 142 feet to the place of beginning, being a strip 50 feet wide from the Easterly side of the said J.H. Kuper and wife Tract described in Book 168, at Page 513, Record of Deeds of Clackamas County, Oregon situated in Clackamas County, State of Oregon;

TOGETHER WITH a strip of land 10 feet in width off the entire Westerly boundary of Tax Lot 150 of the Oregon City Claim, which said tax lot adjoins the tract herein above described on the East, said 10 foot strip being more particularly described as follows:

The West 10 feet of the following described tract:

Part of the Oregon City Donation Land Claim in Section 29, in Township 2 South, Range 2 East, of the Willamette Meridian, more particularly described as beginning at the Northwest corner of a tract of land conveyed to Ernst Steen and wife, by Deed recorded in <u>Book 293, Page 345</u>, Deed Records, said point being on the South boundary of the George Abernethy Donation Land Claim, North 83 degrees 15' West 554.6 feet from the Northwest corner of the Ezra Fisher Donation Land Claim; thence South 6 degrees 15' West on the West line of said Steen Tract 326.0 feet to the center of Abernethy Creek; thence along the center of said creek, downstream to the Southeast corner of a tract of land conveyed to J.H. Kuper by Deed recorded in <u>Book 168, Page 513</u>, Deed Records; thence North 6 degrees 15' East on the East line of said Kuper Tract to the South line of said Abernethy Donation Land Claim; thence South 83 degrees 15' East on said South line 334.95 feet to the place of beginning.

## TRACT D:

Part of the Oregon City Donation Land Claim in Section 29, Township 2 South, Range 2 East, of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, described as follows:

Beginning in the South line of the George Abernethy Donation Land Claim, North 83 degrees 15' West 939.55 feet from the Northwest corner of the Ezra Fisher Donation Land Claim; thence continuing on said South Donation Land Claim line North 83 degrees 15' West 100 feet; thence South 6 degrees 45' West 271.25 feet to a point in the center of Abernethy Creek from which an iron pipe on the Northerly creek bank bears North 6 degrees 45' East 45.4 feet; thence upstream North 56 degrees East along said center creek line 132 feet, more or less, to a point South 6 degrees 42' West from the place of beginning; thence North 6 degrees 42' East to the place of beginning.

### TRACT E:

Being a part of the Oregon City Donation Land Claim in Township 2 South, Range 2 East, of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, bounded and described as follows, to-wit:

Beginning at an iron pipe driven in the South boundary of the Donation Land Claim of George Abernethy and wife, in Township 2 South, Range 2 East, of the Willamette Meridian, at a point that is North 83 degrees 15' West 1039.55 feet distant from the Northwest corner of the Ezra Fisher Donation Land Claim in said township and range; running thence South 6 degrees 45' West 271.0 feet to the center of the Abernethy Creek; thence along the center of the said Abernethy Creek downstream South 56 degrees West 100 feet, more or less, to a point; thence North 6 degrees 45' East 100 feet distant and parallel to the West boundary of property described in Deed Records of Clackamas County, Oregon, in Book 168, Page 513, to the South boundary of the George Abernethy Donation Land Claim, aforesaid; thence tracing the South boundary of the said Donation Land Claim, 100 feet to the place of beginning.

## TRACT F:

Beginning at a point in the South boundary of the George Abernethy Donation Land Claim in Section 29, Township 2 South, Range 2 East, of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, that is North 83 degrees 15' West 1139.55 feet distant from the Northwest corner of the Ezra Fisher Donation Land Claim and being the Northwest corner of the tract of land described in Deed from Gustave and Anna M. Engebrecht, his wife, to J. Blair and Helen M. Miller and recorded in Volume 233, on Pages 85 and 86, Record of Deeds for Clackamas County, Oregon; thence South 6 degrees 45' West following the West boundary of the above Miller Tract to the center of Abernethy Creek; thence downstream following the center of Abernethy Creek to the Southeast corner of the tract of land described in Deed from Gustave and Anna M. Engebrecht to Clackamas County and recorded in Volume 165, on Pages 108 and 109, Records of Deeds for Clackamas County, Oregon; thence North 6 degrees 45' East 294.00 feet, more or less, following the Easterly boundary of the Clackamas County Tract herein last mentioned to the South boundary of the George Abernethy Donation Land Claim; thence South 83 degrees 15' East 234.25 feet, more or less, tracing the South boundary of the George Abernethy Donation Land Claim to the place of beginning, and all being located in the Oregon City Donation Land Claim in the Southwest one-quarter of Section 29, Township 2 South, Range 2 East, of the Willamette Meridian.

#### TRACT G:

A part of the Oregon City Donation Land Claim in the Southwest one-quarter of Section 29, Township 2 South, Range 2 East, of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, described as follows:

Beginning on the South boundary of the Donation Land Claim of George Abernethy and wife in Township 2 South, Range 2 East, of the Willamette Meridian, at an iron pipe driven at a point that is North 83 degrees 15' West 1373.8 feet distant from the Northwest corner of the Ezra Fisher Donation Land Claim; running thence at right angles to said line South 6 degrees 45' West 294.00 feet to the center of Abernethy Creek; thence with the meanders of the center of Abernethy Creek downstream North 71 degrees 10' West 160.8 feet; thence North 6 degrees 45' East 260 feet to an iron pipe in the South boundary of said George Abernethy Donation Land Claim; thence tracing said claim line South 82 degrees 15' East 167.3 feet to the place of beginning.

## TRACT H:

A part of Section 29, Township 2 South, Range 2 East, of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, described as follows: Beginning at an iron pipe on the South boundary line of the Donation Land Claim of George Abernethy and wife, which bears North 83 degrees 15' West 1531.1 feet distant from the Northwest corner of the Ezra Fisher Donation Land Claim; running thence South 6 degrees 45' West 250 feet to the right bank of Abernethy Creek; thence along the right bank North 83 degrees 15' West 50 feet; thence North 6 degrees 45' East 250 feet to an iron pipe on the said South line of the said Abernethy Claim; thence tracing said line South 83 degrees 15' East 50 feet to the place of beginning.

#### TRACT I:

Being a part of Section 29, Township 2 South, Range 2 East, of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, bounded and described as follows, to-wit: Beginning at an iron pipe set on the South boundary line of the Donation Land Claim of George Abernethy and wife in Township 2 South, Range 2 East, of the Willamette Meridian, said pipe being North 83 degrees 15' West 1581.1 feet from the Northwest corner of the Ezra Fisher Donation Land Claim; running thence tracing the Easterly boundary of the land of the grantor herein South 6 degrees 45' East 250 feet to the right bank of the Abernethy Creek; thence along the right bank of the Abernethy Creek North 83 degrees 15' West 45 feet; thence North 6 degrees 45' East and parallel to the Easterly boundary of the land of the grantor herein a distance of 250 feet to a point on the South boundary of the George Abernethy Donation Land Claim; thence tracing the Southerly boundary of the Abernethy Donation Land Claim South 83 degrees 15' East a distance of 45 feet to the place of beginning.

## TRACT J:

The Westerly 55 feet of the following described property:

The Eastern one-half of part of Section 29, Township 2 South, Range 2 East, of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, described as follows: Beginning at an iron pipe on the South boundary line of the Donation Land Claim of George Abernethy and wife, which bears North 38 degrees 15' West 1581.1 feet distant from the Northwest corner of the Ezra Fisher Donation Land Claim; thence South 6 degrees 45' West 250 feet to the right bank of Abernethy Creek;

thence along the right bank North 83 degrees 15' West 100 feet; thence North 6 degrees 45' East 250 feet to an iron pipe on the South line of the said Abernethy Claim; thence tracing said line South 83 degrees 15' East 100 feet to the place of beginning.

#### TRACT K:

Part of the Oregon City Donation Land Claim in Section 29, Township 2 South, Range 2 East, of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, described as follows:

The East one-half of the following described property to-wit: Beginning at an iron pipe on the South boundary line of the Donation Land Claim of George Abernethy and wife, which bears North 83 degrees 15' West 1681.1 feet distant from the Northwest corner of the Ezra Fisher Donation Land Claim; said iron pipe being the Northwest corner of a tract conveyed to Gertrude Bartlett by Deed recorded June 27, 1951 in Book 446, Page 7, Deed Records; thence South 6 degrees 45' West along the West line of said Barlett Tract 250 feet to the right bank of the Abernethy Creek; thence along the right bank of said creek North 83 degrees 15' West 100 feet; thence North 6 degrees 45' East 250.00 feet to an iron pipe on the said South line of the said Abernethy Claim; thence tracing said line South 83 degrees 15' East 100.00 feet to the place of beginning.

## TRACT L:

The West one-half of the following described property, being a part of Section 29, Township 2 South, Range 2 East, of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, described as follows:

Beginning at an iron pipe on the South boundary of the Donation Land Claim of George Abernethy and wife, which bears North 83 degrees 154' West 1681.1 feet distant from the Northwest corner of the Ezra Fisher Donation Land Claim; thence South 6 degrees 45' West 250 feet to the right bank of the Abernethy Creek; thence along the right bank of said creek North 83 degrees 15' West 100 feet; thence North 6 degrees 45' East 250 feet to an iron pipe on the said South line of said Abernethy Claim; thence tracing said line South 83 degrees 15' East 100 feet to the place of beginning.

## TRACT M:

That part of Section 29, Township 2 South, Range 2 East, of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at an iron pipe on the South boundary line of the Donation Land Claim of George Abernethy and wife, which bears North 83 degrees 15' West 1781.1 feet distant from the Northwest corner of the Ezra Fisher Donation Land Claim, said iron being the Northwest corner of a tract conveyed to Henry Boguslasko, et ux, by Deed recorded in <u>Book 130, Page 222</u>, Deed Records; thence South 6 degrees 45' West along the West line of said Boguslasko Tract, 250 feet, more or less, to the center of Abernethy Creek; thence along the center of said creek, North 83 degrees 15' West 50 feet to the Southeast corner of a tract conveyed to Carl and Bertha Meiritz by Deed recorded in <u>Book 152, Page 462</u>, Deed Records; thence North 6 degrees 45' East along the East line of said Meiritz Tract, 250 feet, more or less, to an iron pipe on the South boundary of said Abernethy Claim; thence South 83 degrees 15' East, tracing said claim line, 50 feet to the point of beginning.

#### TRACT N:

That portion of the right-of-way of the old Willamette Valley Southern Railway Company located in the City of Oregon City, County of Clackamas and State of Oregon, acquired for railway right-of-way purposes by condemnation proceedings on June 19, 1911, as ordered by Decree of the Circuit Court Numbered 10654 being a strip of land 471 feet in length and 100 feet in width, 50 feet on each side of

the center line of the railway line and survey thereof, as the same is now located and established, the center line of said 100 foot strip to be used as a railway right-of-way is described as follows, to-wit:

Beginning at a point in the said center line of the said railway line as now staked out and located upon the ground, which point is the intersection of said center line and the Easterly line of Van Buren Street extended, Oregon City, Oregon, this point being North 34 degrees 55' East 234 feet from the intersection of the Westerly line of McLoughlin Avenue, Oregon City, Oregon, and said Easterly line of said Van Buren Street extended; thence North 83 degrees 58' West 471 feet along said center line to a point, which point is North 20 degrees 08' West 172 feet from the intersection of the Northerly line

of said McLoughlin Avenue and the Easterly line of Jackson Street, Oregon City, Oregon, extended.

## TRACT O:

Beginning at a point in the Northerly line of McLoughlin Avenue, in the City of Oregon City, County of Clackamas and State of Oregon, where the Easterly line of Van Buren Street, extended intersects said avenue; thence North 34 degrees 55' East 400 feet on the Easterly line of Van Buren Street extended; thence North 51 degrees 38' West to the center of Abernethy Creek; thence tracing the center of said creek North 87 degrees 20' West 261 feet to a point where the Easterly line of Jackson Street produced intersects the center of said creek; thence South 34 degrees 55' West 351.6 feet along said Easterly line of Jackson Street extended to the Northerly line of said McLoughlin Avenue; thence North 78 degrees 38' East to the place of beginning;

EXCEPTING THEREFROM that portion lying South of the North line of that parcel described in Deed to Clackamas County, recorded June 16, 1961 in Book 588, page 183, described as follows:

That portion of the right-of-way of the old Willamette Valley Southern Railway Company located in the City of Oregon City, County of Clackamas and State of Oregon, acquired for railway right-of-way purposes by condemnation proceedings on June 19, 1911, as ordered by Decree of the Circuit Court Numbered 10654 being a strip of land 471 feet in length and 100 feet in width, 50 feet on each side of the center line of the railway line and survey thereof, as the same is now located and established, the center line of said 100 foot strip to be used as a railway right-of-way is described as follows:

Beginning at a point in the said center line of the said railway line as now staked out and located upon the ground, which point is the intersection of said center line and the Easterly line of Van Buren Street extended, Oregon City, Oregon, this point being North 34 degrees 55' East 234 feet from the intersection of the Westerly line of McLoughlin Avenue, Oregon City, Oregon, and said Easterly line of said Van Buren Street extended; thence North 83 degrees 58' West 471 feet along said center line to a point, which point is North 20 degrees 08' West 172 feet from the intersection of the Northerly line of said McLoughlin Avenue and the Easterly line of Jackson Street, Oregon City, Oregon, extended.

### TRACT P:

Beginning at a point in the Northerly line of McLoughlin Avenue, in the City of Oregon City, County of Clackamas and State of Oregon, where the Easterly line of Jackson Street produced intersects the same; thence North 34 degrees 55' East 351.6 feet to the center line of Abernethy Creek; thence North 35 degrees 14' West 148.4 feet along the center line of said Abernethy Creek; thence South 34 degrees 55' West 479.7 feet to the Northerly line of McLoughlin Avenue; thence South 74 degrees 59' East 107.7 feet along said North line; thence North 78 degrees 09' East 57 feet along said North line of McLoughlin Avenue to the place of beginning:

EXCEPTING THEREFROM that portion lying South of the North line of that parcel described in Deed to Clackamas County, recorded June 16, 1961 in Book 588, page 183, described as follows: That portion of the right-of-way of the old Willamette Valley Southern Railway Company located in the City of Oregon City, County of Clackamas and State of Oregon, acquired for railway right-of-way purposes by condemnation proceedings on June 19, 1911, as ordered by Decree of the Circuit Court Numbered 10654

being a strip of land 471 feet in length and 100 feet in width, 50 feet on each side of the center line of the railway line and survey thereof, as the same is now located and established, the center line of said 100 foot strip to be used as a railway right-of-way is described as follows, to-wit: Beginning at a point in the said center line of the said railway line as now staked out and located upon the ground, which point is the intersection of said center line and the Easterly line of Van Buren Street extended, Oregon City, Oregon, this point being North 34 degrees 55' East 234 feet from the intersection of the Westerly line of McLoughlin Avenue, Oregon City, Oregon, and said Easterly line of said Van Buren Street extended; thence North 83 degrees 58' West 471 feet along said center line to a point, which point is North 20 degrees 08' West 172 feet from the intersection of the Northerly line of said McLoughlin Avenue and the Easterly line of Jackson Street, Oregon City, Oregon, extended.

## TRACT Q:

Beginning at a point on the Northerly line of McLoughlin Avenue, in the City of Oregon City, County of Clackamas and State of Oregon, that is North 79 degrees 24' East 201.00 feet from the intersection of the Easterly line of Madison Street and said Northerly boundary of McLoughlin Avenue; and running thence North 79 degrees 24' East 55.30 feet along the Northerly line of McLoughlin Avenue; thence South 74 degrees 59' East, 533.90 feet along said Northerly line; thence North 34 degrees 55' East 479.7 feet to the center of Abernethy Creek; thence North 35 degrees 14' West along the center of said creek 98.2 feet; thence South 57 degrees West 327 feet along the center of said creek; thence North 74 degrees 54' West 332.7 feet along the center of said creek; thence North 74 degrees 54' West 332.7 feet along the center of said creek; thence South 34 degrees 58' West 335 feet to the place of beginning.

#### Parcel II (22E29CA02400)

Part of the George Abernathy D.L.C. in Section 29, Township 2 South, Range 2 East, of the W.M. in the County of Clackamas and State of Oregon, described as follows:

Beginning at a point North 83° 15' West 1538.0 feet distant and North 6° 45' East 43.87 feet distant from the Northwest corner of the Ezra Fisher D.L.C., said point marks the Southwesterly corner of a tract conveyed to Antone Klootwyk, et ux, by Correction Deed recorded May 28, 1953 in <u>Book 489, Page 449</u>, Deed Records; thence North 83° 15' West along the North line of Redland Road 72.4 feet; thence North 6° 45' East 62.0 feet; thence North 41° 47' East 46.4 feet; thence South 83° 15' East 45.76 feet to the Northwesterly corner of the aforementioned Klootwyk tract; thence South 6° 45' West along the West line of said Klootwyk tract 100 feet to the point of beginning.

#### Parcel III: (22E29CA02500)

### Tract A:

A tract of land in the George Abernethy D.L.C, in Section 29, Township 2 South, Range 2 East, of the W.M. in the County of Clackamas and State of Oregon, described as follows:

Beginning at an iron bolt in the Northerly boundary of Abernethy Road, said point being North 83° 15' West 1338.0 feet distant and North 6° 45' East 43.87 feet distant from the Northwest corner of the Ezra Fisher D.L.C; thence following the Northerly boundary of said road North 83° 15' West 200.0 feet to an iron pipe; thence North 6° 45' East 100.0 feet to an iron pipe; thence South 83° 15' East 200.0 feet to an iron pipe; thence South 6° 45' West 100.0 feet to the place of beginning.

#### Tract B:

A parcel of land in the George Abernethy D.L.C., Section 29, Township 2 South, Range 2 East, of the W.M. in the County of Clackamas and State of Oregon, described as follows:

Beginning at an iron bolt in the Northerly boundary of Abernethy Road, said point being North 83° 15'

West 1338.0 feet distant and North 6° 45' East 43.87 feet distant from the Northwest corner of the Ezra Fisher D.L.C; thence North 6° 45' East 100.0 feet to an iron pipe, said point being the true point of beginning; thence North 6° 45' East, 20 feet; thence North 83° 15' West, 231.74 feet; thence South 41°47' West, 24.43 feet; thence South 83° 15' East, 245.76 feet to an iron pipe and the true point of beginning.

## Parcel IV: (22029CA02700)

A parcel of land in the County of Clackamas, Oregon; situated in the George Abernathy Donation Land Claim, Section 29, Township 2 South, Range 2 East of the Willamette Meridian, County of Clackamas and State of Oregon, described as follows:

Beginning at the Northwest Corner of the Ezra Fisher Donation Land Claim; thence North 83° 15' West, 1338.0 feet; thence, North 6° 45' East, 43.87 feet to the North Right-of-way Line of County Road No, 354 and the Southeast corner of that certain tract of land conveyed to Clackamas County, recorded June 29, 1968, by Recorder's Fee No. <u>68-14160</u>, Film Records; thence, North 6° 45' East, 100.00 feet to the Northeast corner thereof; thence, North 6° 45' East, 20.00 feet to the True Point of Beginning and the Northeast corner of a second tract of land conveyed to said Clackamas County, recorded July 25, 1968 by Recorder's Fee No. <u>68-14034</u>; thence, North 83° 15' West along the North line of said tract 231.74 feet to the Northwesterly corner thereof; thence South 41° 47' West, 24.43 feet to the most Westerly corner thereof; thence South 41° 47' West, 24.43 feet to the intersection with the North Right-of-way Line of County Road No. 354; thence North 83° 15' West along said road line 30.00 feet, more or less, to the most Southerly Southeast corner of the tract of land described in that certain conveyance from Gustav and Anna Engebrecht to Oregon City and recorded June 4, 1936, in <u>Book 232, on Page 245</u>, Record of Deeds, Clackamas County, Oregon, said Southeast corner being located in the Northerly boundary of Market Road No. 20; thence North 6° 45' East, 62.00 feet; thence North 41° 47' East, 526.78 feet; thence South 6° 45' West, 373.34 feet to the True Point of Beginning.

### Parcel V: (22E29DB00900)

Part of the George Abernathy D.L.C. in Section 29, Township 2 South, Range 2 East, of the W.M. in the County of Clackamas and State of Oregon, described as follows:

Beginning at an iron pipe on the South boundary line of the D.L.C. of Geo. Abernethy and wife, which is the Northwest corner of the Ezra Fisher D.L.C.; Thence South 81° 15' East 97.2 feet to the land conveyed by J. M. Robertson to Gustav Engebrecht by deed recorded in <u>Book 148, Page 485</u>, Clackamas county Deed Records; thence tracing said Engebrecht's Westerly line North 7° 26' West 438.85 feet to a pipe driven in the center of county road; thence along county road South 61° 56' West 728.7 feet to a stone on the South boundary of the said George Abernethy D.L.C.; thence tracing said claim line South 82° 38' East 604 feet to the point of beginning;

#### EXCEPTING THEREFROM that portion lying within county roads.

#### Parcel VI: (22E29CC01400)

A part of the Oregon City D.L.C., in Township 2 South, Range 2 East of the Willamette Meridian, 1n the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at an iron pipe on the South boundary line of the D.L.C. of Geo. Abernethy and wife, which bears North 83° 15' west 1831.1 feet distant from the Northwest corner of the Ezra Fisher D.L.C.; running thence South 6°45' West 250 feet, more or less, to the center of the Abernethy Creek; thence along the center line of said creek North 83° 15' west 50 feet; thence North 6° 451 east 250 feet, more or less, to an iron pipe on the said South line of said Abernethy Claim; thence tracing said line South 83° 15' East 50 feet to the place of beginning;

EXCEPTING THEREFROM that portion lying within Abernethy Creek;

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ALSO EXCEPTING THEREFROM that portion lying within Abernethy Road.

#### Parcel VII: (22E29CC01500)

A part of the Oregon City D.L.C., in Township 2 South, Range 2 East of the Willamette Meridian, 1n the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at an iron pipe on the South boundary line of the D.L.C. of George Abernathy and wife, which bears North 83°15' West 1916.1 feet distant from the Northwest corner of the Ezra Fisher D.L.C.; running thence South 6°45' West 250.00 feet, more or less, to the right bank of Abernathy Creek; thence along the right bank South 83°15' East 35-00 feet to the Southwest corner of the Keller tract described in <u>Book</u> 465, page 266, Deed Records; thence along the Westerly line of said Keller tract North 6°45' East 250.00 feet, more or less, to an iron pipe on the South boundary of said Abernathy claim; thence North 83° 15' West 35.00 feet to the place of beginning;

EXCEPTING THEREFROM that portion lying within Abernethy Creek;

ALSO EXCEPTING THEREFROM that portion lying within Abernethy Road.

Parcel VIII: (22E29CC01600)

Part of Section 29, in Township 2 South, Range 2 East of the Willamette Meridian, 1n the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at an iron pipe on the South boundary line of the D.L.C. of George Abernethy and wife, which bears North 83° 15' West 1916.1 feet distant from the Northwest corner of the-Ezra Fisher D.L.C.; running thence South 6° 45' West 250 feet, more or less, to the right bank of Abernethy Creek; thence along the right bank North 83° 15' West 45 feet; thence North 6° 45' East 250 feet, more or less, to an iron pipe on the said south line of said Abernethy claim; thence tracing said line, South 83° 15' East 45 feet to the point of beginning;

EXCEPTING THEREFROM that portion lying within Abernethy Creek;

ALSO EXCEPTING THEREFROM that portion lying within Abernethy Road.

Parcel IX: (22E29CC01700)

That portion of the Southwest quarter of the Southwest quarter of Section 29, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at an iron pipe on the South boundary line of the George Abernethy Donation Land Claim which bears North 83° 15' West 1961.1 feet from the Northwest corner of the Ezra Fisher Donation Land Claim; thence South 6° 45' West 250 feet more or less to the right bank of Abernethy Creek; thence along said right bank North 83° 15' feet West 65 feet to the Southwest corner of a tract conveyed to Henry Bogeslaski and wife, by deed recorded in Book 186, Page 344, Deed Records; thence North 6° 45' East along the West line of said Bogeslaski tract 250 feet more or less to an iron pipe on the South line of said Abernethy Donation Land Claim; thence along said South line South 83° 15' East 65 feet to the point of beginning;

EXCEPTING THEREFROM that portion lying within Abernethy Creek;

ALSO EXCEPTING THEREFROM that portion lying within Abernethy Road.



DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING 150 BEAVERCREEK ROAD OREGON CITY, OR 97045

December 17, 2020

Board of Commissioners Clackamas County

Members of the Board:

# Approval of an Agreement with Confluence Environment Center for an Americorps Member

Purpose/Outcome	Embedding an AmeriCorps member from the Confluence Environment		
	Center's Americorps program with Clackamas County		
Dollar Amount	\$13,800		
and Fiscal Impact			
Funding Source	Sustainability & Solid Waste program revenue. No General Fund Resources.		
Duration	10 months, terminating July 30, 2021		
Previous Board	Included in FY 20-21 budget. A Confluence AmeriCorps member was also		
Action / Review	tasked in FY 19-20 to support multifamily and school-based recycling and waste reduction education and outreach		
Strategic Plan Alignment	<ol> <li>How does this item align with your department's Strategic Business Plan goals? Our program provides a lead role in meeting the County's obligations to support waste reduction and recycling throughout the county through technical assistance, outreach and education.</li> <li>How does this item align with the County's Performance Clackamas goals?</li> </ol>		
	In addition to fulfilling state and regional requirements, waste reduction and recycling outreach and technical assistance align with the Performance Clackamas goal to Honor, Utilize, Promote and Invest in our Natural Resources. These activities also support the policy perspective of carbon neutrality.		
Counsel Review	This agreement was reviewed by County Counsel (AN) and approved on 10/20/2020.		
Procurement	1. Was the item processed through Procurement? No		
Review	2. If no, provide brief explanation: Item is effectively an internship placed through a non-profit Americorps partner; subject to Board approval but not procurement process.		
Contact Person	Eben Polk, Supervisor, DTD-Sustainability & Solid Waste - 742-4470		
Contract No.	Confluence Americorps Service Agreement No. CEC-AC-2021-04		

## BACKGROUND:

This agreement with the Confluence Environment Center, a 501(c)3 non-profit sponsor of AmeriCorps members, confirms the County as host of an AmeriCorps member during Fiscal Year 20-21, to work with the Sustainability & Solid Waste program on waste reduction and recycling education and outreach initiatives focused on Clackamas County schools and multi-family communities.

**DAN JOHNSON** 

This effort is funded in the budget process for FY 20-21. The agreement was not available until after the program was underway and is effective September 8, 2020, through July 30, 2021.

# **RECOMMENDATION:**

Staff recommends the Board approve this agreement and authorize Dan Johnson, DTD Director, to sign on behalf of Clackamas County.

Respectfully submitted,

A. Eben Pilk

Eben Polk, Supervisor Department of Transportation & Development Sustainability & Solid Waste Program





# CONFLUENCE AMERICORPS PROGRAM SERVICE AGREEMENT Between Confluence Environmental Center and Clackamas County #CEC-AC-2021-04

# RECITALS

A. Confluence Environmental Center (CEC) is a non-profit organization located in Portland, Oregon. CEC oversees a program named the Confluence AmeriCorps Program, ("the AmeriCorps Program") in technical partnership with Palouse-Clearwater Environmental Institute (PCEI) in Moscow, ID. The AmeriCorps Program engages volunteers to serve on community-based projects to preserve and restore the natural environment in racially, ethnically and socioeconomically diverse communities in the Portland region.

**B.** CEC was awarded formula funding, via Oregon Volunteers, from the Corporation for National and Community Service to implement the AmeriCorps Program. Confluence operates the AmeriCorps Program by enrolling AmeriCorps Members ("Members"), and placing the Members with community organizations, government agencies or school/educational districts.

**C**. The Project Partner ("Partner") is a community organization, government agency or school/educational district that has a significant unmet community need. CEC will address the community need by placing Members to serve on a service project proposed by the Partner and described in Exhibit C.

**D.** The "Supervisor" is a designated employee or representative the Project Partner who provides day-to-day supervision in the execution of the service project.

**E.** This AmeriCorps Service Agreement ("Agreement") addresses the obligations owed by CEC and the Supervisor regarding Members that CEC places with the Partner.

# AGREEMENT

**1.0. PURPOSE:** CEC and the Partner are entering this Agreement to provide Confluence AmeriCorps Members to the Partner. The Partner's project shall be implemented in accordance with and subject to the terms and conditions in this Agreement.

**2.0. TERM:** The term of this Agreement is from <u>September 8, 2020 to July 30, 2021</u> unless the Agreement is terminated in accordance with Section 6.

**3.0. RESPONSIBILITIES OF CEC**: CEC shall, through its own activities and/or through its technical partnership with PCEI:

**3.1.** Perform all duties set forth in Exhibit C.

**3.2.** Provide Members with AmeriCorps Pre-Service Orientation.

**3.3.** Provide a contact person, specified in Exhibit C, to facilitate and support the Partner in matters relating to the service project, including but not limited to overseeing the completion of Confluence duties, general supervision, recognition, discipline of Members that are placed with the Partner, coordination of invoices, and monthly communications.

**3.4.** Provide Members a living allowance and health insurance if the Member is eligible for health benefits.

**3.5.** Provide workers' compensation coverage for Members while the Member conducts approved service

activities.

**3.6.** Provide Members with appropriate AmeriCorps identifiers, uniforms and necessary protective equipment to wear during service hours.

**3.7.** Provide all forms the Partner is required to complete, including but not limited to in-kind donation forms and Member evaluation forms.

**3.8.** Provide a directive to Members requiring them to: review job hazard analysis, observe any required dress codes, use necessary safety equipment, follow all CEC safety procedures and comply with all Partner's administrative procedures, policies, rules and regulations.

**3.9.** Invoice the Partner for its financial obligations in accordance with Exhibit C.

**3.10.** Conduct criminal history background checks on all Members. Until final results of the fingerprint background check are confirmed, Members must be accompanied by an authorized supervisor when in contact with vulnerable populations (children, persons age 60 and older, and people with disabilities). CEC shall refuse to engage with such Members if the Member has plead guilty or been convicted of any felony crime involving physical neglect, injury, death or sexual abuse.

**3.11.** Provide supervision and direction to Members in those situations that pertain to Confluence duties in Exhibit C.

**3.12**. Ensure that Member payroll taxes are paid to the extent required under the law.

# 4.0. RESPONSIBILITIES OF THE PARTNER: The Partner shall:

4.1. Perform all Partner duties set forth in Exhibit C.

**4.2.** Work with Members to complete the service project described in Exhibit C in accordance with and subject to the terms and conditions in this Agreement.

**4.3.** Provide a Partner representative as specified in Exhibit C to facilitate communications and provide technical assistance and support to the extent it is necessary to ensure successful completion of the project.

4.4. Ensure that permits are obtained and regulatory requirements for project-related work are met.

**4.5**. Verify Member driving eligibility prior to the start of the service. Confluence does not request driving abstracts or otherwise screen for safe driving.

**4.6**. Provide reasonable accommodation for Members who disclose a disability.

**4.7**. Publicize to the media and to the community, to the greatest extent practical, CEC's partnership with the Partner's organization.

**4.8.** Submit documentation detailing the value of noncash (in-kind) contributions the Partner provided in support of the project.

**4.9.** Provide adequate training, office space and the necessary equipment for Members to successfully provide project services set forth in Exhibit C.

**4.10.** Provide tools that are necessary for the project and not already available through CEC.

**4.11.** Recognize that whenever Members serve with students of local schools and/or with volunteers (youth or adult) on projects outlined in this Agreement, it is in a technical assistance/mentoring capacity. CEC is not responsible for the supervision, discipline, safety or transportation of students or adult volunteers.

4.12. Support CEC policy that requires Members to wear AmeriCorps uniforms or identifiers.

4.13. Comply with the AmeriCorps' Prohibited Activities policy set forth in Exhibit A.

**4.14**. Pay CEC invoices within 30 days of the invoice date.

**4.15**. Support the Member in recruiting and tracking volunteers to support the project.

**4.16**. Refuse to allow any employee under this Agreement who may have recurring access to vulnerable populations (children, persons age 60 and older and individuals with disabilities) to work on the project described in Exhibit C if, to the Partner's actual knowledge, the person has plead guilty or been convicted of any felony crime involving physical neglect, injury, death or a sexual offense.

**4.17**. Provide supervision and direction to Members while Members are working on the Partner's projects or the Partner's property or service site.

**4.18**. Ensure the Member is aware of her/his performance throughout the term of service.

**4.19**. Ensure the Member activities do not generate operating revenue for the organization.

**4.20**. Ensure the Member does not perform services, duties or other activities that were assigned to an

employee.

**4.21**. Establish measurable and achievable goals for the project and support the Member in accurately reporting the extent to which these goals were met.

**4.22.** Evaluate CEC at the conclusion of the project using online Partner surveys and forms provided by CEC.

**5.0. PARTNER HANDBOOK:** All parties agree to comply with the terms set forth in the enclosed Partner Handbook.

# 6.0. TERMINATION:

**6.1. Mutual Agreement.** This Agreement may be terminated by CEC and the Partner's mutual written agreement. This Agreement may be terminated by Partner for convenience upon providing CEC sixty (60) day's written notice. Upon termination pursuant to this Section 6.1, CEC shall be entitled to receive prorated payment for services rendered through the termination date. If CEC has received full payment for the agreement term prior to the termination date, CEC shall retain an amount equal to its prorated share through the termination date and CEC shall reimburse the Partner the balance of the payment for the agreement term within thirty (30) days of the termination date. Prorations shall be based on the full agreement term defined in Section 2 of this Agreement.

**6.2. Breach.** This Agreement may be terminated by either CEC or the Partner if the other party violates a provision of this Agreement and the violation is not adequately addressed within fifteen (15) days after the violating party receives notice of the violation. If CEC terminates this Agreement pursuant to this Section 6.2, the Partner shall pay CEC the entire balance of any outstanding fees that are owed pursuant to Exhibit C. The outstanding balance shall be paid within thirty (30) days of the date CEC notifies the Partner that the Agreement has been terminated. If Partner terminates this Agreement pursuant to Section 6.2, CEC will only be entitled to receive a prorated payment for services rendered through the termination date. If CEC has received full payment for the agreement term prior to the termination date, CEC shall retain an amount equal to its prorated share through the termination date and CEC shall reimburse the Partner the balance of the payment for the agreement term within thirty (30) days of the termination date. Prorations shall be based on the full agreement term defined in Section 2 of this Agreement.

**6.3. Immediate Termination.** CEC or the Partner may immediately terminate this Agreement if the other party knowingly allows any person who will be working on the project as described in Exhibit C and who may have recurring access to vulnerable populations (children, persons age 60 and older and individuals with disabilities) if any such person has plead guilty or been convicted of any felony crime involving physical neglect, injury, death or sexual abuse.

**7.0. ASSIGNMENT:** Neither CEC nor the Partner may assign this Agreement, or any interest herein, without the prior written consent of the other party.

**8.0. EMPLOYMENT RELATIONSHIP:** All Parties understand and agree that this Agreement is not intended and shall not be construed as creating an employment relationship between CEC and the Partner or between Members and the Partner, their respective officers, employees and agents. All parties agree that Members are solely the employee of CEC, shall not be considered or treated as employees of the Partner.

# 9.0. INDEMNIFICATION:

**9.1. CEC**. To the extent authorized by Oregon law, CEC agrees to defend, indemnify and hold harmless the Partner and its officers, employees and agents from and against claims, actions, proceedings, liabilities, losses, damages, costs and expenses, including attorney's fees, that may arise as a result of CEC's performance under this Agreement.

**9.2. Partner**. Subject to the conditions and limitations of Oregon Tort Claims Act (ORS 30.260 through 30.300) and the Oregon Constitution Article XI, Section 10, Partner agrees to defend, indemnify and hold harmless CEC and their officers, employees and agents from and against claims, actions, proceedings, liabilities, losses,

damages, costs and expenses, including attorney's fees, that may arise as a result of the Partner's performance under this Agreement.

# **10.0. INSURANCE:**

**10.1. CEC.** Through its technical partnership with PCEI, CEC will carry Workers' Compensation insurance for Members to cover claims or compensation that is owed for injuries that Members may incur while Members are providing the services described in Exhibit C. Partner will not direct Member to provide services beyond those identified in Exhibit C or to provide services in a manner that violates the law or conflicts with any requirements of this Agreement.

**10.2. Partner.** Unless waived in writing by an authorized CEC representative, the Partner shall be selfinsured or carry general liability insurance and automobile insurance if Members are using Partner vehicles that cover the Members while Members are providing project services that are identified in Exhibit C. The Partner shall provide evidence in a form that is approved by CEC that the Partner has the insurance required under this Section 10.2.

**11.0. WAIVER:** Absent a written Agreement signed by both CEC and the Partner acknowledging a waiver of any provision in this Agreement, failure by either party at any time to require performance of any provision in this Agreement by the other party shall in no way affect the parties' rights to enforce the provisions in this Agreement, nor shall any waiver by a party of the breach of this Agreement be held to be a waiver of any succeeding breach or a waiver of this clause.

**12.0. SEVERABILITY:** If any terms in this Agreement or application thereof to any person or circumstance are held invalid, then such invalidity shall not affect other terms or applications of the Agreement which can be given effect without the invalid term or application, and to this end, the terms of this Agreement are declared severable.

**13.0. MEDIATION:** If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, CEC and the Partner agree first to try in good faith to settle the dispute by mediation.

**14.0. COMPLIANCE WITH APPLICABLE LAW:** The Parties agree to comply with all federal, state and local laws, including but not limited to statutes, rules and regulations which prohibit discrimination on the basis of race, color, creed, religion, national origin, age, gender, sexual orientation, marital status or the presence of any sensory, mental or physical disability, or which prohibit the release of confidential student information (the Family Educational Rights and Privacy Act) or which require child abuse reporting.

**15.0. NOTICE:** All notices required under this Agreement shall be deemed to have been properly provided upon deposit of the notice in the United States mail, postage prepaid, addressed to the parties as follows:

AmeriCorps Program: Confluence Environmental Center 5441 SE Belmont Street, Suite 25 Portland, OR 97215 **Project Partner:** 

Clackamas County, Sustainability & Solid Waste 150 Beavercreek Road Oregon City, OR 97045

**16.0. WHOLE AGREEMENT:** The Parties agree that this Agreement constitutes the entire agreement between the parties and supersedes all prior or existing written or oral agreements between the parties and may not be amended other than in writing signed by the parties.

**17.0. AUTHORITY:** The individuals executing this Agreement represent that they have the legal authority under applicable laws or actions by their respective Boards of Directors to execute this Agreement and bind their

respective organization.

18.0 Required Terms: The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

**19.0. DEBT LIMITATION**. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year indicated below. By signing, the Partner certifies that the project described in Exhibit C is unfunded or underfunded to the extent that the Partner requires assistance from Members to complete the project and that Members are not displacing existing or potential workers to complete the project.

Confluence Environmental Center (CEC)

Partner Organization

**CEC Board President Name** 

Agreement Signee Name

Agreement Signee Signature

CEC Board President Signature

Date

Confluence AmeriCorps Program

Elizabeth Cabral **Program Director Name** 

Elizabet (abral

Program Director Signature

6/15/2020 Date

Approved as to Form (if applicable)

City Attorney/Designee Name

ey/Designee Signature

Date

Please review, sign/date and email your Partner Agreement to Elizabeth Cabral at ecabral@confluencecenter.org within 30 days of receipt.

An executed copy will be emailed to you.

Date

# AMERICORPS SERVICE AGREEMENT Exhibit A - Prohibited Activities and Ineligible Organizations

Federal law and the Corporation for National and Community Service ("Corporation") policy prohibit AmeriCorps Programs and Members from engaging in certain activities while using Corporation funds or on Corporation time. Members are not prohibited from engaging in any of these activities in their personal capacities and on their own time. If there is any question about whether a certain activity is permissible, please contact Confluence. Examples of prohibited activities include, but are not limited to:

- a. Attempting to influence legislation;
- b. Organizing or engaging in protests, petitions, boycotts or strikes;
- c. Assisting, promoting or deterring union organizing;
- d. Impairing existing contracts for services or collective bargaining Contracts;
- e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- f. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation or elected officials;
- g. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- h. Providing a direct benefit to-
  - i. a business organized for profit;,
  - ii. a labor union;
  - iii. a partisan political organization;
  - a non-profit organization that fails to comply with the restrictions contained in Section 501c(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent Members from engaging in advocacy activities undertaken on their own initiative; and
  - v. an organization engaged in the religious activities described in paragraph (g) of this section, unless Corporation assistance is not used to support the religious activities;
- i. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
- j. Providing abortion services or referrals for receipt of such services; and
- k. Such activities as the Corporation may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

# Non-Displacement

Programs may not permit a Member to fill in for an absent employee. By law, Members may not under any circumstances perform services, duties, or activities that had been assigned to an employee or to an employee who has recently resigned or has been discharged. Programs may not use a Member in a way that will displace an employee or position or infringe on an employee's promotional opportunities. Provisions include:

- a. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance;
- b. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance;
- c. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual;
- d. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee;
- e. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that
  - i. Will supplant the hiring of employed workers; or
  - ii. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures
- f. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any
  - i. Presently employed worker;
  - ii. Employee who recently resigned or was discharged;
  - iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
  - iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
  - v. Employee who is on strike or who is being locked out.

# AMERICORPS SERVICE AGREEMENT Exhibit B – Funding Source Certification (To be completed and signed by the Supervisor)

- 1. Are the matching cash funds for this project coming from a federal source?
  - \_\_\_\_ (Yes, go to 2) \_\_\_\_ (No)
- 2. If yes, can you certify that the federal funds may be used to match funds for other federal grants\*? \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

\*To make this determination, check with your federal funder or refer to the federal guidance for your federal funding source. If you can use funds, please provide a letter from the authorized federal agent certifying that funds can be used to match other federal grants, in this case, with *Corporation for National and Community Service*. Please print your certification on letterhead, sign/date and submit to Confluence Environmental Center with your signed agreement.

Supervisor Name

Supervisor Signature

Date

# AMERICORPS SERVICE AGREEMENT Exhibit C – Scope of Service

- 1. Position Title: Waste Reduction Specialist
- 2. Partner Name: Clackamas County
- 3. Service Site Location(s): 150 Beavercreek Road, Oregon City, OR 97204

## 4. Contact Names:

Confluence AmeriCorps Representative Name: Elizabeth Cabral Title: Program Director Phone: 503-719-6779 Email: ecabral@confluencecenter.org Partner Representative Name: Eben Polk Title: Program Supervisor Phone: 503-742-4470 Email: epolk@clackamas.us Project Supervisor Name: Eben Polk Title: Program Supervisor Phone: 503-742-4470 Email: epolk@clackamas.us

# 5. Service Activity Schedule:

All Supervisors are required to attend *Supervisor Orientation* on August 20, 2020. The Member will begin their term of service with a CEC Member orientation beginning on September 8, 2020. The Supervisor will attend the final day of *Member Orientation* on September 15, 2020. The Supervisor will begin Site and Project Onboarding for the Member beginning September 16, 2020. The Member will serve 32-40 hours per week through July 30, 2021. The Supervisor will receive a Confluence AmeriCorps Program Calendar at Supervisor Orientation which will include dates the Member will not be available at the service site.

# 6. Project Summary:

In Partnership with the Confluence Environmental Center, the Member will help us bring greater consistency and value to recycling and waste reduction in apartment, condo and mobile home communities, including low-income, racially diverse, and underserved residents (per census tract data). This position will build on the success of previous AmeriCorps members and pilot new programming to help connect outreach and education with service-level and infrastructure analysis, demographics, and partnership-building, for a more holistic, effective and inclusive approach to community assistance. The Member will develop and implement outreach to targeted communities in Clackamas County (40%).

The successful candidate will work with our schools coordinator to develop and deliver wasted food prevention presentations to school classrooms in Clackamas County. The Member will also conduct school food waste audits to identify waste prevention opportunities, as well as identify school-based food pantries or other resources. Additionally, the Member will help pilot new family-focused activities for after-school events focusing on green cleaners and wasted food prevention. (40%)

The Member will participate in Confluence led professional development activities: Professional Development Series, completing a Change Agent Project, team meetings, National Service events and other self-directed development opportunities (20%).

# 7. Project Resources and Training Provided by Partner:

The Partner will provide all training and equipment necessary to successfully complete the project. The Partner will serve as the direct supervisor for the Member and will meet with the Member regularly to review and set project goals.

# 8. Project Resources and Training Provided by CEC:

CEC, through its technical partnership with PCEI, will provide the Member living allowance and health insurance, if eligible. CEC will provide a Pre-Service orientation for the Member that will include an overview of AmeriCorps, Confluence rules and regulations, AmeriCorps Prohibited Activities, as well as other training that will prepare the Member for their term of service. CEC will require Members to attend Leadership Development trainings, monthly Team Meetings and two National Days of Service.

# 9. Evaluation method:

The Partner will develop tracking and reporting systems to measure outcomes of the project in accordance with the AmeriCorps Performance Measures. CEC will provide forms and technical assistance.

# **10. Project Costs:**

Project costs, which include all AmeriCorps Program costs, are paid with AmeriCorps funds and funds provided by the Partner.

a. Partner Cash Match Amount: \$13,800

# **11. Schedule of Payment:**

Confluence will invoice the Partner as indicated below. Partner will pay invoice within 30 days of the invoice date. Partner will make checks payable to **Confluence Environmental Center.** 

- a. Total Amount of compensation under this agreement shall not exceed: \$13,800
- b. Invoice Schedule: August 1, 2020 (net 30)

# 12. Project In Kind:

In-kind donations are an integral part of the Confluence AmeriCorps Program. All in-kind donations must be accurately verified and submitted on the in kind reporting form provided by Confluence.

a.	Partner In Kind Amount:	\$200
b.	In Kind Report Due	February 14, 2021

# **13.** Authorizing Signatures:

# **Confluence AmeriCorps Program**

<u>Elizabeth Cabral</u> Program Director **Name** 

<u>Eliyalık (abral</u> Program Director Signature

6/15/2020

Date

Partner Organization

Supervisor Name

Supervisor Signature

Date



**B.3** 

#### DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING 150 BEAVERCREEK ROAD OREGON CITY, OR 97045

December 17, 2020

Board of County Commissioners Clackamas County

Members of the Board:

A Board Order Approving the Transfer of the Collection Service Franchise and <u>Service Area Held by Bliss Sanitary Service, Inc. through a Change in Control</u>

Purpose/Outcome	A Board Order approving the transfer of a solid waste collection franchise					
Dollar Amount and	N/A					
Fiscal Impact						
Funding Source	N/A					
Duration	Annual renewal of ten year term absent grounds for suspension, modification, or revocation; per code 10.03.300 D.					
Previous Board Action/Review	Board Order 86-885 transferred franchise from Cleveland Bliss to James and Shirley Bliss					
Counsel Review	Reviewed and approved by County Counsel on December 8, 2020					
Strategic Plan Alignment	<ol> <li>How does this item align with your Department's Strategic Business Plan goals? This item is a result of providing franchise oversite of the solid waste.</li> <li>How does this item align with the County's Performance Clackamas goals? Every county citizen has access to safe, convenient garbage and recycling services to ensure healthy communities.</li> </ol>					
Procurement Review	<ol> <li>Was the item processed through Procurement? yes □ no X</li> <li>If no, provide brief explanation: This item is related to managing the solid waste collection franchise system dictated by Chapter 10.03 of the County Code, franchise transfers are reviewed by the Solid Waste Commission and the Board of County Commissioners and do not require review by Procurement</li> </ol>					
Contact Person	Rick Winterhalter, Sr. Sustainability Analyst DTD SSW 503-742-4466					

## BACKGROUND:

The Clackamas County Solid Waste and Waste Management Code (10.03.250) allows the holder of a solid waste or wastes Collection Service Franchise to change control of the franchise to other persons by providing written notification and with approval from the Board. The Board may approve the transaction with a recommendation from the Solid Waste Commission.

In 1970 Cleve Bliss Garbage Service was granted one of the County's original solid waste collection franchises (70-16-C) serving the area *"from Shorty's Corner (Firwood Rd) east to County Line"* (*Attachment A*). Mr. Bliss had been serving this part of the county since the mid 1950's. Mr. Bliss incorporated his business, as Bliss Sanitary Service, Inc., in 1973 and this corporation has held the franchise since that time.

In 1986 the Board approved the transfer of the franchise from Cleve to his son and daughter-inlaw Jim and Shirley Bliss. Bliss Sanitary has continued to provide service to the area since that time and expanded the business to include recycling services for all of their mountain customers.

Jim and Shirley Bliss are seeking approval to transfer the franchise to Rhonda Bliss (their daughter) through a change in control of Bliss Sanitary Service, Inc. (*Attachment B*). Rhonda has worked for the company with increasing responsibility since July of 1994 and is currently the manager. This transfer meets all the conditions in Chapter 10.03.250 of the County Code.

The Solid Waste Commission met November 23, 2020 to discuss this transfer. The Commission voted unanimously in favor to approve the transfer of this franchise through a change in control.

#### **RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approve the transfer of franchise 70-16-C through a change in control of Bliss Sanitary Service, Inc., effective January 1, 2021, as recommended by a unanimous vote of the Solid Waste Commission.

Respectfully submitted,

R. Eben P. Ala

Eben Polk, Supervisor

DTD-Sustainability & Solid Waste

Attachments:

- A. Bliss Franchise Map (70-16-C)
- B. Application Bliss Transfer
- C. Board Order

In the Matter of a Transfer of the Collection Service Franchise and service area held by Bliss Sanitary Service, Inc. through a change in control.

Board Order No. \_\_\_\_\_ Page 1 of 2

**Whereas,** this matter coming before the Board of County Commissioners at this time and it appearing to the Board that an application for transfer of the Solid Waste Collection Service Franchise and service area 70-16-C has been received by the Solid Waste Commission pursuant to Section 10.03.250 of the County Code; and

**Whereas** the Solid Waste Commission at its meeting of November 23, 2020 reviewed the application and made its findings as follows:

- That the franchise to collect solid waste in Clackamas County, area 70-16-C, was granted to Cleveland Bliss Garbage Service by Board Order No. 70-1074 in July 1970; and
- 2. That Cleveland Bliss Garbage Service incorporated in 1973 as Bliss Sanitary Service, Inc. with controlling interest held by Cleveland Bliss; and
- 3. That Cleveland Bliss sold controlling interest in Bliss Sanitary Service, Inc. to James A. and Shirley A. Bliss and the franchise was transferred by Board Order 86-885 on August 21, 1986; and
- 4. That James A. and Shirley A. Bliss intend to sell their controlling interest in Bliss Sanitary Service, Inc. to Rhonda Bliss; and
- 5. That Ronda Bliss is of good moral character; and
- 6. That Bliss Sanitary Service, Inc. continues to have available collection vehicles, equipment, facilities and personnel sufficient to meet the standards of the Clackamas County Code Chapter 10.03; and
- 7. That Bliss Sanitary Service, Inc. shall be subject to all laws, ordinances, and other applicable conditions and requirements of franchise holders in Clackamas County.

**Whereas,** on the basis of its findings, the Solid Waste Commission has recommended in favor of the transfer, through a change in control, of the Collection Service Franchise held by Bliss Sanitary Service, Inc.; and

In the Matter of a Transfer of the Collection Service Franchise and service area held by Bliss Sanitary Service, Inc. through a change in control.



# NOW THEREFORE, the Clackamas County Board of County Commissioners resolves as follows:

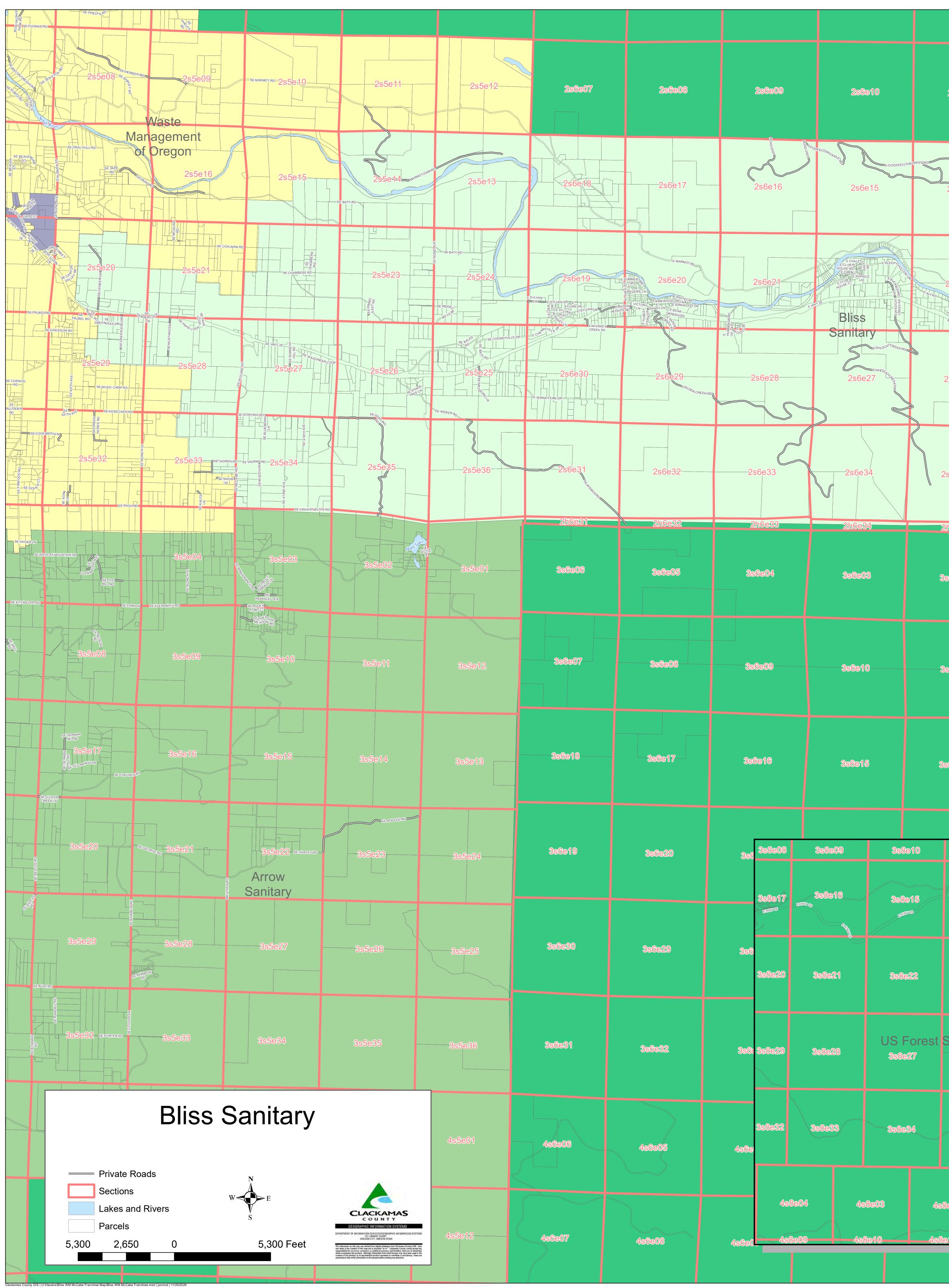
- 1. The Board of Commissioners accepts the findings and recommendations of the Solid Waste Commission set forth above; and
- 2. The Solid Waste Collection Service Franchise and service area (70-16-C) held by Bliss Sanitary Service, Inc. with James A. Shirley A. Bliss as owners is hereby transferred to Bliss Sanitary Service, Inc., with Rhonda Bliss as owner. Said transfer to be effective January 1, 2021.

DATED this \_\_\_\_\_ day of December, 2020.

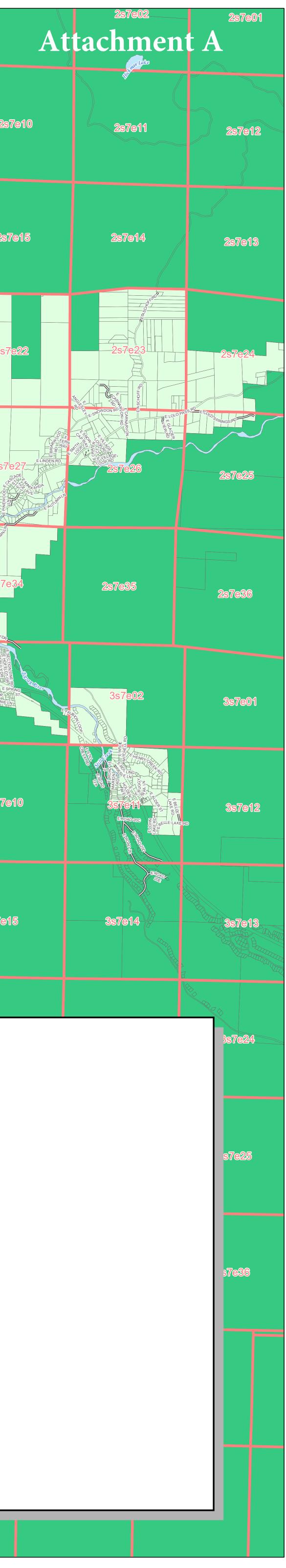
## **BOARD OF COUNTY COMMISSIONERS**

Chair

Recording Secretary



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## APPLICATION to TRANSFER a FRANCHISE Through Change in Control

# Transferor

Name of Franchise To be Transferred:

Bliss Sanitary Service, Inc.

Number of the Franchise To Be Transferred: 70-16-C

NAME OF AUTHORIZED FRANCHISE HOLDER: Bliss Sanitary Service, Inc.

The Franchise holder is a: A Privately held corporation; D Publicly Traded Corporation;

Partnership; LLC; Single Proprietorship; Other \_

In the case of corporations please list all the officers and registered agent and their contact information. List the registry number assigned to the corporation by the Secretary of State's State Corporation Division for all business entities and aliases associated with the entity holding the current franchise. Attach documentation verifying the information or simply refer to the documentation. An example of the documentation would be a copy of the search results on the Secretary of State's State Corporation Division website. http://www.filinginoregon.com/

Registry Nbr	<u>Entity</u> Type	<u>Entity</u> Status	Jurisdiction		Duration Date	Next Renewal Date
104094-15	DBC	ACT	Oregon	12-20-1973		12-20-2018

Entity Name	Bliss Sanitary Service, Inc.	
Foreign Name		

Туре	PPB	PRIN BUSII		PL	ACE O	F					
Addr 1	2837	1 SE H	WY 21	12							
csz	BOR	ING	OR	970	09		Country	UNIT	TED STA	TES OF A	MERICA
Туре	AGT	REGI	STER	ED A	AGENI	art Date	11	-17-1986	Resign Date		
Name	Jame	s		A	Bliss			Phon	e Numb	er: 503-6	58-4617
Addr 1	18855 SE Heuke Rd										
csz	Dam	ascus	OR	970	89		Country		ED STA	TES OF A	MERICA

# Transferor continued

Register	ed Agent, co	ntinue	ed	
Туре	MAIL	ING A	DDRESS	
Addr 1	PO BOX 93	15		
CSZ	BORING	OR	97009	Country UNITED STATES OF AMERICA

Туре	PR E PRES	IDENI	2		Resign Date				
Name	James		A Bliss		Phone Number: 503-658-461				
Addr 1	18855 SE F	18855 SE Heuke Rd							
csz	Damascus	OR	97089	Country	UNITED STATES OF AMERICA				

Туре	SE C SECRETARY				Resign Date					
Name	Shirley		A Bliss		Phone Number: 503 - 658 - 4617					
Addr 1	18855 SE H	18855 SE Heuke Rd								
csz	Damascus	OR	97089	Country	UNITED STATES OF AMERICA					

# Transferee

# Name of Business Entity Proposing to Hold the <u>Bliss Sanitary Service</u>, Inc. franchise number 70-16-C named above:

### BLISS SANITARY SERVICE, INC.

This will be the name used in the Board action granting this entity the privilege of operating a solid waste collection franchise under Clackamas County Code 10.03.

This business entity is a: A Privately held corporation; D Publicly Traded Corporation;

Partnership; LLC; Single Proprietorship; Other \_\_\_\_

In the case of corporations please list all the officers and registered agent and their contact information. List the registry number assigned to the corporation by the Secretary of State's State Corporation Division for all business entities and aliases associated with the entity holding the current franchise. Attach documentation verifying the information or simply refer to the documentation. An example of the documentation would be a copy of the search results on the Secretary of State's State Corporation Division website. http://www.filinginoregon.com/

#### NAME OF AUTHORIZED OWNER AND / OR COORPORATION:

Registr	ry Nbr <u>Entity</u> <u>Entity</u> <u>Juri</u>			Jurisdiction	Registry Date	Duration Date	Renewal Date	
204210	-95	DBC	ACT	OREGON	03-01-2004			
Entity Name		Bliss Sanita	ry Service	e, Inc.				
Foreign Name								
Туре		PRINCIPA	L PLAC	E OF BUSINES	S			
Addr 1	2837	'1 SE HWY	212					
csz	BOR	ING O	R 97009	Cou	ntry UNITED S	TATES OF A	MERICA	
Туре	AG T	REGISTE	RED AGI	ENT Start Da	te 03-01- 2004	Resign Date	e	
Name	Rh	onda	EI	Bliss	Phone Nur	nber: 503-6	23-3417	
Addr 1	43	242 5	E T.	app Rd	Sind	OR .	97055	
Туре	43242 SE TAPP RA Sundy OR 97055 MA L MAILING ADDRESS							
Addr 1	Po	Box	935	-				
csz	Bo,	eing 0	R 9700	SA Cou	ntry UNITED S	TATES OF AN	MERICA	
Туре	PR	PRESIDEN	T			Resign Date	3	

Е				
Rhonda		E BI	1135	Phone Number: 503 213-3417
43242	5	E T.	app Rd	
Sandy	OR	97055	Country	UNITED STATES OF AMERICA
	43242	43242 5		43242 SE Tapp Rd

Туре	SE C SECRET	ГARY				Resign Date	
Name	Cheyenn	ic m	Bak	er	Phone Num	1 <b>ber:</b> 503-66	3-3417
Addr 1	433420	SE .	Tapp	Ra			
csz	Sandy	OR 97	055	Country	UNITED ST	TATES OF AME	RICA
	0						

#### TRANSFEREE

- I SHALL notify the County of any intent to change principal ownership or name of the business entity holding the franchise.
   YES \_\_\_\_\_ NO
- 2. I SHALL submit a written request receive the forms for *Change in Control* or *Name Change* of the Franchise Holder prior to either action occurring. YES NO
- 3. I SHALL notify the County of any intent to transfer the franchise to another person or entity.
- I SHALL be bound by the County's decision to accept or deny a Change in Control, Name Change, or Transfer of the franchise.
   YES \_\_\_\_\_ NO
- I recognize the County's authority to revoke the privileges of holding this franchise without compensation.
   YES NO
- I recognize the County's authority to realign the borders of the area served by this franchise.
   YES \_\_\_\_\_ NO
- I HAVE not willfully misrepresented the material facts or information given in this application for a franchise.
   YES NO
- I SHALL not willfully misrepresent material facts or information given in a future application for a franchise.
   YES \_\_\_\_\_ NO
- 9. I SHALL comply with all policies established by the County during the Franchise period. \_\_\_\_\_ YES \_\_\_\_\_ NO
- 10. I SHALL use only authorized disposal sites.
- 11. I SHALL notify the County of all disposal sites used at the time of this application and when those sites change.

\_\_\_\_\_ YES \_\_\_\_\_ NO

- 12. I SHALL furnish the County with a Certificate of Insurance and comply with Section 10.03.160 B 4, 5 and 6 of the Clackamas County Solid Waste and Waste Management Code and any subsequent amendments of regulations adopted thereto. YES \_\_\_\_\_ NO
- 13. I SHALL make accurate and timely franchise fee payments due the County under the Clackamas County Code and any subsequent amendments of regulations adopted thereto.
- 14. I SHALL submit, on forms provided by the County, the production records of the transferor beginning January 1 of the year of the transfer to the closest month end prior to the submittal of the request for transfer.

VES NO

- 15. I SHALL separately submit, on forms provided by the County, the financial and production records of the transferor beginning January 1 of the year of the transfer to the date of the transfer as determined by the Board of County Commissioners. If the transfer takes place in the first quarter the submittal date shall be June 10; if in the second quarter the submittal date shall be September 10, if in the third quarter the , submittal date shall be September 10; in in the fourth quarter the submittal shall be the same as required for the annual financial review. \_\_\_\_\_ YES \_\_\_\_\_ NO
- 16. I SHALL separately submit, on forms provided by the County, the financial and production records produced by me after assuming operational responsibility of the franchise at the time of required submittal for the annual financial review. \_\_\_\_\_ YES \_\_\_\_\_ NO
- 17. I SHALL combine, on forms provided by the County, the financial and production records produced by the transferor prior to my assuming operational responsibility of this franchise, with the production records produced by me after assuming operational responsibility, in order to meet the County's requirement for generation of the annual financial review report.
- 18. I SHALL maintain collection vehicles, equipment, facilities and personnel commensurate with existing service.

\_\_\_\_ YES \_\_\_\_ NO

19. I SHALL continue to serve customers at the level of service they are accustomed to at the time of the transfer.

\_\_\_\_\_ YES \_\_\_\_\_ NO

- 20. I SHALL notify the County of any intention to change the level of service provided to customers at the time of the transfer. \_\_\_\_\_ YES \_\_\_\_\_ NO
- 21. I SHALL notify the County of any impending changes to collection vehicles, equipment, facilities and personnel (management and other County contacts) during the franchise period.
- 22. I SHALL secure written approval of the County prior to making changes to collection vehicles, and equipment affecting a change in service delivery from that of the transferor. YES \_\_\_\_\_ NO
- 23. I SHALL not willfully refuse to provide adequate service in a defined service area.
- 24. I SHALL not willfully misrepresent the total number of customers or any other information relating to performing the operations necessary to comply with the Clackamas County Code and any subsequent amendments of regulations adopted thereto.

YES \_\_\_\_ NO

- 25. I SHALL not willfully violate the Clackamas County Code, Administrative Rules, ORS Chapter 459 and 459A, or the rules or regulations promulgated there under and any subsequent amendments of regulations adopted thereto.
   YES \_\_\_\_\_ NO
- 26. I SHALL provide the best possible integrated solid waste collection service in the area served by my Clackamas County Franchise.

YES NO

#### TRANSFEREE (BUYER)

I/we agree to the above commitments and will attend any Board of County Commission or Solid Waste Commission meeting on this matter to answer any questions regarding the transfer of the franchise by any Board, Commission or staff member.

(signature)	(signature) (Saner
Rhonak E Bliss (print name)	(print name)
PRASident	
DATE:	12/10/19

TRANSFEROR (SELLER)

12/10/15

I/we agree to the transfer and sale

emple. (signature) \$1:55

Bliss Shinley A Bls (print name) Title Secretary

1

Title

ames A (print name) Resident

DATE:

In the Matter of a Transfer of the Collection Service Franchise and service area held by Bliss Sanitary Service, Inc. through a change in control.

Board Order No. \_\_\_\_\_

**Whereas,** this matter coming before the Board of County Commissioners at this time and it appearing to the Board that an application for transfer of the Solid Waste Collection Service Franchise and service area 70-16-C has been received by the Solid Waste Commission pursuant to Section 10.03.250 of the County Code; and

**Whereas** the Solid Waste Commission at its meeting of November 23, 2020 reviewed the application and made its findings as follows:

- That the franchise to collect solid waste in Clackamas County, area 70-16-C, was granted to Cleveland Bliss Garbage Service by Board Order No. 70-1074 in July 1970; and
- 2. That Cleveland Bliss Garbage Service incorporated in 1973 as Bliss Sanitary Service, Inc. with controlling interest held by Cleveland Bliss; and
- 3. That Cleveland Bliss sold controlling interest in Bliss Sanitary Service, Inc. to James A. and Shirley A. Bliss and the franchise was transferred by Board Order 86-885 on August 21, 1986; and
- 4. That James A. and Shirley A. Bliss intend to sell their controlling interest in Bliss Sanitary Service, Inc. to Rhonda Bliss; and
- 5. That Ronda Bliss is of good moral character; and
- 6. That Bliss Sanitary Service, Inc. continues to have available collection vehicles, equipment, facilities and personnel sufficient to meet the standards of the Clackamas County Code Chapter 10.03; and
- 7. That Bliss Sanitary Service, Inc. shall be subject to all laws, ordinances, and other applicable conditions and requirements of franchise holders in Clackamas County.

**Whereas,** on the basis of its findings, the Solid Waste Commission has recommended in favor of the transfer, through a change in control, of the Collection Service Franchise held by Bliss Sanitary Service, Inc.; and

In the Matter of a Transfer of the Collection Service Franchise and service area held by Bliss Sanitary Service, Inc. through a change in control.

Board Order No. \_\_\_\_\_ Page 2 of 2

# NOW THEREFORE, the Clackamas County Board of County Commissioners resolves as follows:

- 1. The Board of Commissioners accepts the findings and recommendations of the Solid Waste Commission set forth above; and
- 2. The Solid Waste Collection Service Franchise and service area (70-16-C) held by Bliss Sanitary Service, Inc. with James A. Shirley A. Bliss as owners is hereby transferred to Bliss Sanitary Service, Inc., with Rhonda Bliss as owner. Said transfer to be effective January 1, 2021.

DATED this \_\_\_\_\_ day of December, 2020.

## BOARD OF COUNTY COMMISSIONERS

Chair

**Recording Secretary** 



DAN JOHNSON Director

#### DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING 150 BEAVERCREEK ROAD OREGON CITY, OR 97045

December 17, 2020

Board of County Commissioners Clackamas County

Members of the Board:

A Board Order Approving Waste Management Fee Adjustments for the Franchised Operations of the <u>Clackamas County Garbage & Recycling Transfer Station</u>

Purpose/Outcome	A Board Order approving Solid Waste Management fee adjustments for the		
•	County owned transfer station		
Dollar Amount and	N/A		
Fiscal Impact			
Funding Source	N/A		
Duration	Subject to Annual Review		
Previous Board	Board Order 2016-68 approving a fee increase at the county owned transfer		
Action/Review	station		
Counsel Review	Reviewed and approved by County Counsel on December 8, 2020.		
Strategic Plan	1. How does this item align with your Department's Strategic Business Plan		
Alignment	goals? This item is a result of providing franchise oversite of the solid waste.		
	2. How does this item align with the County's Performance Clackamas goals?		
	Every county citizen has access to safe, convenient garbage and recycling services to ensure healthy communities.		
Procurement Review	1. Was the item processed through Procurement? yes $\Box$ no X		
	<ol> <li>If no, provide brief explanation: This item is related to managing the solid waste collection franchise system dictated by Chapter 10.03 of the County Code, and is reviewed by the Solid Waste Commission and the Board of County Commissioners and do not require review by Procurement</li> </ol>		
Contact Person	Rick Winterhalter, Sr. Sustainability Analyst DTD SSW 503-742-4466		

#### BACKGROUND:

The County's transfer station, located east of the City of Sandy, is a small drop-off facility serving about 34,000 customers a year bringing trash, metal, electronics and recyclables for

disposal. The last fee increase at the Transfer Station was approved and made effective by the Board on July 1, 2016.

Recently the franchised operator, Waste Management of Oregon, Inc., made a significant investment to improve the site's stormwater management system, to ensure compliance with their National Pollutant Discharge Elimination System (NPDES) permit. In addition to operational and equipment changes, the on-site stormwater pond was enlarged significantly. (*Attachment A*)

This project came in \$60,762 under budget at \$129,238. This is an allowable expense to be considered when assessing the fees charged at the transfer station in accordance with the current franchise agreement:

4.7 The costs of complying with all laws, regulations or orders applicable to the obligations of the Franchisee under federal, state or local law, as now or hereafter amended.

In order to capture this expense over the time remaining on the current franchise (which ends 1/31/2027), staff recommends a three dollar (\$3.00) increase in the minimum and per-yard fees charged to customers. At current usage levels, this increase will recoup costs for the site improvement within the current franchise period.

The County has also invested approximately \$165,000 in the transfer station in recent years, including projects to repair paving and improve safety at the tipping wall. The County was able to cover these costs from solid waste fund reserves rather than recovering costs through increased fees. Those funds were not available for this project.

Transfer Station	Current	Proposed	Change
General Garbage-per yard	\$21.00	\$24.00	\$3.00
Per can	\$7.00	\$8.00	\$1.00
Minimum: <=3cans or 1 yard	\$21.00	\$24.00	\$3.00
Heavy Waste per yard	\$35.00	\$38.00	\$3.00
Minimum:<=2 cans or 1 yard	\$21.00	\$24.00	\$3.00

The Solid Waste Commission met November 23, 2020 to discuss the proposed fee increase. The Commission voted in favor of the proposed adjustment.

### **RECOMMENDATION:**

Staff respectfully recommends the Board of County Commissioners approve the increase to select fees at the Clackamas County Garbage & Recycling Transfer Station to become effective January 1, 2021 as recommended by the Solid Waste Commission.

Respectfully submitted,

R. Elen Polk

Eben Polk, Supervisor DTD-Sustainability & Solid Waste

Attachments:

- A. Stormwater Facility Transfer Station
- B. Fee Schedule Transfer Station
- C. Board Order Transfer Station Fee Increase

In The Matter of Approving Waste Management Fee Adjustments for the Franchised Operations of the Clackamas County Garbage & Recycling Transfer Station

Board Order No. \_\_\_\_\_

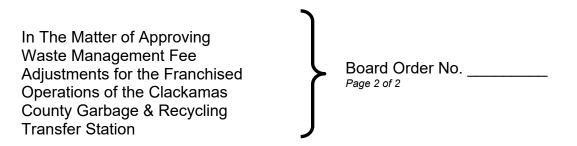
**Whereas,** This matter coming before the Board of County Commissioners at this time, and it appearing to the Board that a recommendation has been received by the Solid Waste Commission for a Waste Management Fee adjustment, and

Whereas, It further appearing to the Board that the Solid Waste Commission, at a meeting on November 23, 2020 reviewed the recommendation and supporting report received by the Commission for a fee increase for the franchised operations of the Clackamas County Garbage & Recycling Transfer Station and made their findings as follows:

- 1. That changes to the transfer station's 1200-Z Industrial Stormwater General Permit required several operational and engineering modifications on site; and
- 2. That the primary engineering modification was rebuilding and enlarging the existing stormwater retention pond; and
- 3. That the franchised operator Waste Management of Oregon, Inc. paid for operational and equipment changes and for the design and construction of the stormwater pond; and
- That a fee increase has been requested by Waste Management of Oregon, Inc., to pay for the equipment and design and construction costs of the new stormwater facility at the Clackamas County Garbage & Recycling Transfer Station; and
- 5. That the last fee increase at the Clackamas County Garbage & Recycling Transfer Station was made effective on July 1; 2016, and
- 6. That this request for an increase is just and reasonable under Chapter 10.03.340 of the County Code; and
- 7. That the fees be established as set forth in the schedule attached hereto as Exhibit A of this order.

**Whereas,** It further appearing to the Board that on the basis of their findings, the Solid Waste Commission has recommended in favor of granting the fee increases to be included in aforementioned Fee Schedule, and

**Whereas,** The Board having considered the Fee Schedule, we do adopt the findings of the Solid Waste Commission as our own Findings and do further find that the fee increases as set out herein are just, fair and reasonable;



# NOW THEREFORE, the Clackamas County Board of County Commissioners resolves as follows:

 That the foregoing recommendations be adopted and that Waste Management of Oregon, Inc., be granted the fee increase as set forth in Exhibit A of this order for the operation of the Clackamas County Garbage & Recycling Transfer Station according to the recommendations effective January 1, 2021.

DATED this \_\_\_\_\_ day of December, 2020.

# **BOARD OF COUNTY COMMISSIONERS**

Chair

Recording Secretary



# ttachment A



Clackamas County Transfer Station Fee Schedule					
Effective January 1, 2021					
Garbage:	Fee	Minimim			
Light Waste or General Garbage	\$24.00	\$24.00			
(per cubic yard)	ψ24.00	<1cuyd			
Light can - 32 Gallon	\$8.00	\$24.00			
Light can - 52 Gallon	ψ0.00	<=3 Cans			
Heavy Waste or Demo Debris	\$38.00	\$24.00			
(per cubic yard)	\$30.00	<1cuyd			
Hoovy Con 22 Collon	\$9.00 ea	\$24.00			
Heavy Can - 32 Gallon	\$9.00 ea	<=2 Cans			
Tires	On rim	Off rim			
Passenger/Lt Truck <=16"	\$3.85 ea	\$2.50 ea			
Large Truck/Trailer 17"- 21"	\$14.50 ea	\$8.50 ea			
Tires over 21"	Inquire	Inquire			
Furniture, Appliances:					
Refrigerators, Freezers, Air conditioners	\$20.00 ea	NA			
- even if refrigerant is removed	φ20.00 ea	INA INA			
Stuffed Chair/Recliner/ Love seat or Couch	\$12.00 ea	NA			
Sectional or Hide a bed	\$17.00 ea	NA			
Twin Mattress	\$12.00 ea	\$12.00 Set			
Full/Double Mattress	\$12.00 ea	\$17.00 Set			
Queen Mattress	\$16.00 ea	\$24.00 Set			
King Mattress	\$17.00 ea	\$25.00 Set			
Large Loads-by weight	\$70 per ton	NA			

In The Matter of Approving Waste Management Fee Adjustments for the Franchised Operations of the Clackamas County Garbage & Recycling Transfer Station

Board Order No. \_\_\_\_\_

**Whereas,** This matter coming before the Board of County Commissioners at this time, and it appearing to the Board that a recommendation has been received by the Solid Waste Commission for a Waste Management Fee adjustment, and

Whereas, It further appearing to the Board that the Solid Waste Commission, at a meeting on November 23, 2020 reviewed the recommendation and supporting report received by the Commission for a fee increase for the franchised operations of the Clackamas County Garbage & Recycling Transfer Station and made their findings as follows:

- 1. That changes to the transfer station's 1200-Z Industrial Stormwater General Permit required several operational and engineering modifications on site; and
- 2. That the primary engineering modification was rebuilding and enlarging the existing stormwater retention pond; and
- 3. That the franchised operator Waste Management of Oregon, Inc. paid for operational and equipment changes and for the design and construction of the stormwater pond; and
- 4. That a fee increase has been requested by Waste Management of Oregon, Inc., to pay for the equipment and design and construction costs of the new stormwater facility at the Clackamas County Garbage & Recycling Transfer Station; and
- 5. That the last fee increase at the Clackamas County Garbage & Recycling Transfer Station was made effective on July 1; 2016, and
- 6. That this request for an increase is just and reasonable under Chapter 10.03.340 of the County Code; and
- 7. That the fees be established as set forth in the schedule attached hereto as Exhibit A of this order.

**Whereas,** It further appearing to the Board that on the basis of their findings, the Solid Waste Commission has recommended in favor of granting the fee increases to be included in aforementioned Fee Schedule, and

**Whereas,** The Board having considered the Fee Schedule, we do adopt the findings of the Solid Waste Commission as our own Findings and do further find that the fee increases as set out herein are just, fair and reasonable;

In The Matter of Approving Waste Management Fee Adjustments for the Franchised Operations of the Clackamas County Garbage & Recycling Transfer Station

Board Order No. \_\_\_\_\_ Page 2 of 2

# NOW THEREFORE, the Clackamas County Board of County Commissioners resolves as follows:

 That the foregoing recommendations be adopted and that Waste Management of Oregon, Inc., be granted the fee increase as set forth in Exhibit A of this order for the operation of the Clackamas County Garbage & Recycling Transfer Station according to the recommendations effective January 1, 2021.

DATED this \_\_\_\_\_ day of December, 2020

# BOARD OF COUNTY COMMISSIONERS

Chair

**Recording Secretary** 



Dan Johnson Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING 150 BEAVERCREEK ROAD OREGON CITY, OR 97045

December 17, 2020

Board of Commissioners Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Metro to Implement the <u>FY 20-21 Annual Waste Reduction and Recycle at Work Program</u>

	-
Purpose/	This IGA provides funding and updates the County's solid waste, waste
Outcomes	reduction and recycling work plan for 2020-2021, developed collaboratively
	each year with Metro. Funds disbursed by Metro under the IGA partially offset
	the cost of meeting state requirements of a local annual waste reduction plan
	pursuant to the Regional Waste Plan and Oregon's Opportunity to Recycle Act.
Dollar Amount	The IGA provides for FY 20-21 funding of \$506,360 (\$131,473 – commercial
and Fiscal Impact	food scraps technical assistance; \$225,170 – general waste reduction;
	\$149,717 – commercial waste reduction).
Funding Source	Metro's Regional System Fees and County Solid Waste Franchise Fees
Duration	July 1, 2020 – June 30, 2021
Previous Board	The BCC has approved a Solid Waste Management Plan and supplemental
Action	funding from Metro annually since 1991.
Counsel Review	Reviewed and approved by County Counsel on December 7, 2020
Strategic Plan	1. Ensure safe, healthy and secure communities. (BCC)
Alignment	2. Honor, utilize, promote and invest in natural resources. (BCC)
-	3. Waste reduction and conservation of resources. (DTD-S&SW)
Contact Person	Eben Polk – Sustainability & Solid Waste (DTD) 503-742-4470
Contract No.	Metro Contract No. 937043

#### BACKGROUND:

Annually Metro and local governments within the tri-county area collaborate to update and refine plans for outreach, education and technical assistance in waste reduction and recycling. This IGA covers FY 20-21 funding and updates the work plan.

This agreement, as with prior Metro IGAs for solid waste, is retroactive. Although contracts and agreements must typically be signed before their effective date, Metro typically releases the IGA well into the fiscal year, resulting in approval by the Board during the IGA period.

The annual plans are designed to meet the goals and objectives of our Regional Waste Plan (formerly the Regional Solid Waste Management Plan) which itself implements state policies for the provision of opportunities to recycle, and waste reduction. In its role as the lead agency for RWP implementation, Metro has approved the County's Annual Waste Reduction Plan for FY 20-21. The plans have two main components: the 'Annual Plan', which provides education and resources for residents and community members to participate in waste reduction and recycling, and the 'Recycle at Work' program, which provides technical assistance to workplaces. As with FYs 17-18, 18-19 and 19-20, this IGA includes additional funds to work with food-related

businesses, specifically in implementing the local food scraps collection ordinances adopted by Gladstone, Lake Oswego, Milwaukie, Oregon City, West Linn, Wilsonville, and the County for its urban unincorporated area and Happy Valley.

In support of these annual plans, Metro redistributes revenue collected from disposal of garbage at Metro's owned and franchised facilities. The regional funding calculation is based on population (for the Annual Plan funds) and the number of employees (for Recycle at Work funds) in each jurisdiction. The County meets the annual responsibilities of the RWP and annual plans for its unincorporated areas and the Cities of Barlow, Canby, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn, and Wilsonville, in exchange for the funds allocated for those jurisdictions by Metro.

These local agreements ensure that programs and customer service as experienced by residents and businesses, and communication with collection companies who provide service across jurisdictions, are consistent, efficient, and cost-effective.

This year the County's combined funding for the Annual Plan and the Recycle at Work components increased by \$8,023, to \$374,887. Commercial food scraps funding decreased to \$131,473 due to the delay in program implementation facilitated by COVID-19.

Attached for reference are our agreements with Cities to perform the work necessary to meet the obligations of the RWP in exchange for Metro funds and the Annual Waste Reduction and Recycle at Work Reports for year-end FY 19-20 (Year 30).

The annual report offers details of the work accomplished using the funds distributed via this IGA. Highlights from the past year include:

- 9 Library of Things opened September 2019: Canby, Estacada, Hoodland, Lake Oswego, Milwaukie, Oregon City, Sandy, West Linn, Wilsonville
- Provided 50 volunteer opportunities for Master Recyclers (additional opportunities cancelled due to COVID-19).
- Supported 5 Repair Fairs in Estacada, Oregon City, Canby, West Linn, and Lake Oswego. An additional 5 Repair Fairs were scheduled, but cancelled due to COVID-19
- Over 4,000 recycle guides and additional resources provided to 164 multifamily communities (additional spring outreach cut short due to COVID-19)
- Postcard sent to all addresses within the county (residential, multifamily, and business)
- Provided just under 1,100 businesses with waste reduction, recycling, and sustainable practices. Certified 22 businesses (representing 2,600 employees) as Leaders in Sustainability, and prepared for implementation of the upcoming Food Waste Requirement
- Just over 30% of Clackamas County schools are currently certified as Oregon Green Schools, and 9,851 unique students were engaged through 70 presentations in 25 schools (additional activities were cancelled due to COVID-19)
- We modified and delivered Metro's climate change presentation 33 times to 635 students

These efforts align with the crucial services provided by our franchised solid waste collectors.

#### **RECOMMENDATION:**

Staff respectfully recommends the Board of County Commissioners approve and sign the Intergovernmental Agreement with Metro (No.937043) containing the FY 20-21 work plan approved by Metro, and funding.

Respectfully submitted,

R.Eben P.Sk

Eben Polk, Supervisor DTD-Sustainability & Solid Waste

Attachments:

- A. IGA and Work Plan (No. 937043) for BCC Signature
- B. FY 19-20 Annual Report to Metro
- C. City Letters of Understanding for Ongoing Outreach



600 NE Grand Ave. Portland, OR 97232-2736 (503) 797-1700

Metro Contract No. 937043

THIS AGREEMENT, entered into and under the provisions of ORS Chapter 190, is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and CLACKAMAS COUNTY, hereinafter referred to as "County", whose address is 2051 Kaen Road, Oregon City, OR 97045.

In exchange for the promises and other valuable consideration set forth below, the parties agree as follows:

 <u>Purpose</u>. The purpose of this Agreement is to establish the responsibilities of the parties in implementing the FY 2020-21 Metro and Local Government Annual Waste Reduction Plan, Business Technical Assistance and Outreach, and Business Food Waste Program.

2. <u>Term</u>. This Agreement shall be effective July 1, 2020, and shall remain in effect through June 30, 2021 unless earlier terminated in conformance with this Agreement, or extended by written amendment signed by both parties. Costs for this project may be incurred beginning July 1, 2020.

3. <u>Services Provided and Deliverables</u>. County and Metro 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 Exhibit A: Scope of Work (Attachments A, B, C and D).

4. <u>Payment for Services</u>. Metro shall pay County for Annual Waste Reduction services performed and materials delivered in the maximum sum of TWO HUNDRED TWENTY-FIVE THOUSAND, ONE HUNDRED SEVENTY AND NO/100THS DOLLARS (\$225,170.00) and for Business Technical Assistance and Outreach services performed and materials delivered in the maximum sum of ONE HUNDRED FORTY-NINE THOUSAND, SEVEN HUNDRED SEVENTEEN AND NO/100THS DOLLARS (\$149,717.00) and for Business Food Waste Requirement services performed and materials delivered in the maximum sum of ONE HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED SEVENTY-THREE AND NO/100THS DOLLARS (\$131,473.00) in the manner and at the time designated in the Scope of Work. Metro has appropriated sufficient funds to provide the funding Metro Contract No. 937043 Page 1 of 31



required by this Agreement during the current fiscal year. Funding may be subject to budget adjustments in Metro's discretion at any time during the term of the Agreement. Grant Funds due after June 30 of any given year are subject to funds being appropriated by the Metro Council. The parties must not interpret this Agreement as a pledge of any source of Metro funds, including but not limited to its ad valorem property taxes, the full faith and credit of Metro, nor any other legally available revenues, taxes or other funds to make the payments described in the Scope of Work. Metro will provide sixty (60) days' written notice to County prior to a budget adjustment that reduces grant funds to the County. If Metro reduces grant funds to the County, the parties will execute an amendment to this Agreement that reduces the County's responsibilities under this Agreement to correspond to Metro's reduction in grant funds.

5. <u>Insurance</u>. County agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement to levels necessary to protect against public body liability as specified in ORS 30.272. County also agrees to maintain for the duration of this Agreement, Workers' Compensation Insurance coverage for all its employees as a self-insured employer, as provided by ORS chapter 656, or disability coverage under its Disability, Retirement and Death Benefits Plan.

6. <u>Indemnification</u>. Subject to the provisions of the Oregon Constitution and Oregon Tort Claims Act, County shall indemnify, defend, and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney fees, arising out of or in any way connected with, County's performance under this Agreement. Subject to the provisions of the Oregon Constitution and Oregon Tort Claims Act, Metro shall indemnify, defend, and hold County and County's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney fees, arising out of or in any way connected with, Metro's performance under this Agreement..

7. <u>Termination</u>. This Agreement may be terminated by either party without cause upon giving 90 days written notice of intent to terminate. This Agreement may be terminated with less than 90 days' notice if a party is in default of the terms of this Agreement. In the case of a default, the party



alleging the default shall give the other party at least 30 days written notice of the alleged default, with opportunity to cure within the 30-day period. Termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

8. <u>State Law Constraints</u>. Both parties shall comply with the public contracting provisions of ORS chapter 279A, 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. <u>Notices</u>. Legal notice provided under this Agreement shall be delivered personally or by certified mail to the following individuals:

#### For County:

Eben Polk Clackamas County 150 Beavercreek Road Oregon City, OR 97045 **For Metro:** Office of Metro Attorney Metro 600 NE Grand Avenue Portland, OR 97232-2736

Informal coordination of this Agreement will be conducted by the following designated Project Managers:

#### **For County:**

Eben Polk Clackamas County 150 Beavercreek Road Oregon City, OR 97045 (503) 742-4470 For Metro: Office of Metro Attorney Metro 600 NE Grand Avenue Portland, OR 97232-2736 (503) 797-1647

County may change the above- designated Project Manager by written notice to Metro. Metro may

change the above-designated Project Manager by written notice to County.

10. <u>Assignment</u>. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party without prior written approval by the other party.



11. <u>Integration</u>. This writing contains the entire Agreement between the parties, and may only be amended by written instrument, signed by both parties.

12. <u>Severability</u>. 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.

CLACKAMAS COUNTY	METRO
	METRO

By:\_\_\_\_\_

Print name and title

Print name and title

By:\_\_\_\_\_

Date

Date



#### Attachment A

#### **SCOPE OF WORK: Annual Waste Reduction Plan**

- a) Term: July 1, 2020 to June 30, 2021.
- b) County's responsibilities. County shall:
  - 1. Provide to Metro a copy of County's Resolution, Ordinance, or signature of authorized representative approving this Intergovernmental Agreement including all of its attachments.
  - 2. Upon request, provide to Metro a copy of the Intergovernmental Agreement or Letter of Understanding authorizing County to act on Cities' behalf in developing and implementing a joint annual waste reduction program.
  - 3. Ensure that by June 30, 2021, the activities specified in Attachments A and D have been completed.
  - 4. On or before August 1, 2021, submit the following:
    - A) A completed reporting template.
    - B) Demonstrated compliance with applicable state law and the Regional Waste Plan.
- c) Metro Responsibilities. Metro shall:
  - 1. Provide technical assistance to County as necessary to develop, execute, monitor, and evaluate the project.
  - 2. Provide assistance to County on promotional and educational activities.
  - 3. Monitor the general project progress and review, as necessary, County's accounting records relating to project expenditures.
  - 4. Provide County with any necessary reporting templates.
- d) Budget and Terms of Payment:
  - Upon completion of section (b)(1) and (b)(2) of this Scope of Work, Metro shall pay County \$219,575.00 in one lump sum. County's billing invoices shall include the Metro contract number, County name, remittance address, invoice date, invoice number, and invoice amount. County's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or <u>metroaccountspayable@oregonmetro.gov</u>. The Metro contract number shall be referenced in the email subject line. County's billing invoices for goods and services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of County's invoice.



600 NE Grand Ave. Portland, OR 97232-2736 (503) 797-1700

# Intergovernmental Agreement Scope of Work – Exhibit A

2. County shall provide services described in Attachment D in exchange for the following funding allocations:

Barlow	\$72
Canby	\$8,978
Estacada	\$1,973
Gladstone	\$6,306
Happy Valley	\$11,494
Johnson City	\$299
Lake Oswego	\$20,719
Milwaukie	\$10,877
Molalla	\$5,236
Oregon City	\$18,841
Rivergrove	\$267
Sandy	\$5,866
West Linn	\$13,722
Wilsonville	\$13,579
Unincorporated Clackamas County	<u>\$106,940</u>
TOTAL	\$225,170.00

3. County and Metro recognize that the Metro and Local Government Annual Waste Reduction Plan is a multi-year program and that future rounds of funding will depend in part on County's performance in implementing program activities during the term of this contract.



#### Attachment B

#### **SCOPE OF WORK: Business Technical Assistance and Outreach**

- a) Term: July 1, 2020 to June 30, 2021.
- b) County's responsibilities. County shall:
  - 1. Hire and train individuals as staff or contractors who work in the County's offices or external contractors whose primary responsibilities and duties are to provide waste prevention and recycling technical assistance and Business Recycling Requirement compliance services to businesses in Clackamas County.
  - 2. Implement the Regional Service Standard: Business, Business Recycling Requirement and Business Recycling Annual Outreach Plan sections in Attachment D that identify the County's strategy for targeting and recruiting businesses for waste prevention and recycling assistance and compliance with business recycling requirements.
  - 3. On or before August 1, 2021, submit an annual progress report on the accomplishments of the business assistance program, including:
    - A) A completed end-of-year report in a form provided by Metro and that includes:
      - i) A narrative on the successes and challenges of the business assistance program;
      - ii) Overall expenditures and Metro funds spent on the business assistance program during the fiscal year (July 1, 2020 through June 30, 2021);
      - iii) A list of staff who worked on business assistance during the fiscal year (July 1, 2020 through June 30, 2021), their level of full-time equivalent (FTE) work time spent on business assistance, and their source of funding (Metro or local government)
    - B) Data collected for each business assisted through the program including contact information and type of assistance provided
  - 4. Make resources available to businesses as appropriate for the County.
  - 5. Establish a compliance program for the Business Recycling Requirement consistent with applicable Metro Code and associated Administrative Rule and provide written description to Metro.
- c) Metro Responsibilities. Metro shall:
  - 1. Provide resources and staff time to County to develop, execute, monitor, and evaluate the Business Technical Assistance and Outreach program.
  - 2. Monitor the general program progress and review as necessary, County's accounting records relating to Business Technical Assistance and Outreach program expenditures.
  - 3. Notify the County of Metro business assistance or pilots and any other business recruitment scheduled for the term of the IGA.
  - 4. Provide the County with standardized reporting forms for annual progress reports.



# Intergovernmental Agreement Scope of Work – Exhibit A

600 NE Grand Ave. Portland, OR 97232-2736 (503) 797-1700

- 5. Review and revise the program goals and budget as needed in conjunction with the Solid Waste Directors.
- 6. Conduct an evaluation of the program as needed, which may include on-site visits to businesses by Metro staff or independent third-party contractors.
- d) Budget and Terms of Payment:
  - Metro shall pay County \$149,717.00 in one lump sum. County's billing invoices shall include the Metro contract number, County name, remittance address, invoice date, invoice number, and invoice amount. County's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or <u>metroaccountspayable@oregonmetro.gov</u>. The Metro contract number shall be referenced in the email subject line. County's billing invoices for goods and services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of County invoice.
  - 2. County shall provide services described in section (b) in exchange for the following funding allocations:

Barlow	\$26
Canby	\$6,020
Estacada	0
Gladstone	\$2,722
Happy Valley	\$3,063
Johnson City	\$15
Lake Oswego	\$18,672
Milwaukie	\$12,447
Molalla	\$2,689
Oregon City	\$14,594
Rivergrove	\$19
Sandy	\$3,375
West Linn	\$4,335
Wilsonville	\$18,312
Unincorporated Clackamas Co.	\$63,428
-	
TOTAL	\$149,717

#### Attachment C

#### **SCOPE OF WORK: Business Food Waste Requirement**

- a) Term: July 1, 2020 to June 30, 2021.
- b) County's responsibilities. County shall:
  - 1. Submit to Metro a revised Business Food Waste Requirement Implementation Plan no later than February 1, 2021.
  - 2. Hire and train a minimum of 1.0 FTE as staff or contractor who works in the County's offices or external contractor whose primary responsibilities and duties are to provide technical assistance to subject businesses for implementation of the business food waste requirement in compliance with the minimum standards of Metro Ordinance No 18-1418 and associated Administrative Rules.
  - 3. Utilize funding to hire staff and to purchase program-related equipment with funding allocated as described in section d) 2. below.
  - 4. Participate in the Commercial Work Group (CWG) and CWG Food Scraps Subcommittee for the purpose of collaborating on multijurisdictional food-generating business assistance, implement activities in the CWG Program Plan for FY 20-21 and participate in regional trainings.
  - 5. Utilize the Food Scraps Program Evaluation System developed for this program to collect and report data to Metro to demonstrate compliance with the business food waste requirement and assist with program evaluation.
    - a. Determine business compliance by conducting site visits at 100% of nonparticipating businesses and 20% of participating businesses subject to the requirement to assure that the required conditions of compliance are met by the end of the applicable implementation period based on the judgment of staff conducting the site visit.
    - b. On a quarterly basis submit business food waste compliance reports in the agreed upon format.
    - c. Once a year, at the end of FY Q2, provide a companion narrative report that contains qualitative information including successes and challenges.
  - 6. Report annually on expenditures.
    - a. Overall expenditures including local government and Metro funds spent on business food waste assistance program during the fiscal year (July 1, 2020 through June 30, 2021);
    - b. List of staff who worked on food waste business assistance during the fiscal year (July 1, 2020 through June 30, 2021), their level of full-time equivalent (FTE) work time dedicated to providing technical assistance to businesses subject to the food scraps requirement, total labor hours funded by Metro funds, and total number of businesses served.
    - c. Establish and describe an auditable accounting method for any labor hours funded by Metro funds. Preserve records for a minimum of five years after the end of the program and allow reasonable access to Metro upon request and as may be deemed necessary by Metro.
    - d. Provide documentation to demonstrate appropriate expenditure of funds provided for food waste collection containers.

- c) Metro Responsibilities. Metro shall:
  - 1. Provide resources and staff time to County to develop, execute, monitor, and evaluate the program.
  - 2. Monitor general progress and review as necessary.
  - 3. Convene and facilitate the quarterly CWG and CWG Food Scraps Subcommittee meetings as needed.
  - 4. Analyze data from business food waste compliance reports submitted by jurisdictions on a quarterly and annual basis and provide quarterly reports to County that include graphical and numerical summaries of the compliance and performance data.
  - 5. Report annually to the Metro Council on progress towards program goals.
- d) Budget and Terms of Payment:
  - Metro shall pay County in one lump sum upon receipt and Metro approval of revised Business Food Waste Requirement Implementation Plan no later than February 1, 2021. County's billing invoices shall include the Metro contract number, County name, remittance address, invoice date, invoice number, and invoice amount. County's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or <u>metroaccountspayable@oregonmetro.gov</u>. The Metro contract number shall be referenced in the email subject line. County's billing invoices for goods and services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of County invoice.
  - 2. County shall provide services described in section (b) in exchange for the following funding allocations:

a.	Staffing support (1.0 FTE):	\$124,374.00
	Container allocation	\$7,099.00
	TOTAL	\$131,473.00

## Attachment D

## Local Government Annual Implementation Plan

Jurisdiction: Clackamas County Contact: Eben Polk

#### I. Required Elements

#### **Regional Service Standard: Single Family Residential**

1. Demonstrate compliance with the regional service standard by completing/updating the table below.

Jurisdiction	Recycling Collection Frequency		Collection Container Size		Glass Collection Frequency		Yard Debris Collection Frequency		Yard Debris Container Size		Alternative Program Approved	Resid FW
	Urban	Rural	Urban	Rural	Urban	Rural	Urban	Rural	Urban	Rural	Y/N	Y/N
Uninc. Clackamas	W	W	60/90	14/60/90	W	W	W	N	60	N	N/A	
Barlow	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A	N/A	
Canby	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A	N/A	
Estacada	W	N/A	60	N/A	W	N/A	Ν	N/A	N/A	N/A	N/A	
Gladstone	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A	N/A	
Happy Valley	W	N/A	60/90	N/A	W	N/A	W	N/A	60	N/A	N/A	
Johnson City	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A	N/A	
Lake Oswego	W	N/A	60	N/A	W	N/A	W	N/A	60	N/A	N/A	Yes 2016
Milwaukie	W	N/A	60	N/A	W	N/A	W	N/A	60	N/A	N/A	Yes 2017
Molalla	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A	N/A	
Oregon City	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A	N/A	
Rivergrove	W	N/A	60	N/A	W	N/A	W	N/A	60	N/A	N/A	
Sandy	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A	N/A	
West Linn	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A	N/A	
Wilsonville	W	N/A	60	N/A	W	N/A	W	N/A	60	N/A	N/A	Yes 2020

# 2. List materials collected in each jurisdiction.

In each jurisdiction within Clackamas County, the single family recycling program accepts all the materials outlined in Attachment A: Reference Table 1: mixed recycling (including paper, cardboard, plastic bottles, jugs, and round containers (6 oz. or larger), and metal cans), glass bottles and jars, and motor oil. Yard debris is collected in all cities and urban unincorporated communities within the Metro urban growth boundary and the cities of Barlow, Canby, Molalla, and Sandy. The Cities of Lake Oswego, Milwaukie, and Wilsonville allow residential food scraps within yard debris containers.

3. Describe any variations from the regional service standard, exemptions and additional conditions in place.

None

4. Using the table below, demonstrate how you will meet the single family outreach and education minimum service standard. Include any outreach that exceeds the minimum standard.

# Single Family Outreach and Education

Content	Audience	Distribution Method	Frequency
Provide information regarding waste prevention,	All waste		At least
reuse, recycling, and composting.	generators		4x/yr
ClackCo Newsletter (Countywide newsletter	All county	Mail	2x/yr
reaching every mailing address and PO box. Two	addresses		
issues are anticipated for FY20-21.)			
<ul> <li>1 ad or article addressing contamination</li> </ul>			
priorities identified in the regional			
Contamination Reduction Education Plan			
(CREP) and RecycleorNot website			
• 2 Recycle Guide			
• 1 Depot List			
• 1 ad or article promoting reuse (e.g. Metro			
Paint, local reuse resources, repair at home,			
etc.)			
• 1 ad or article promoting composting			
• 1 ad educating about Household Hazardous			
Waste (HHW) disposal			
If the public health situation allows:			
• 1 ad promoting the Master Recycler course			
Offer ads, articles and recycling guide used within	Cooperative	Mail, Online	2x/yr
ClackCo Newsletter to member cities to include	member		
within their own publications, if desired.	cities		
Postcard providing recycling information.	All county	Mail	1x/yr
	addresses		
Bill Insert providing recycling information.	Garbage &	Mail or	1x/yr
	recycling	electronic	
	customers		
Multifamily Property Manager Mailer – reminder	All	Mail	1x/yr
about Opportunity to Recycle requirements, service	multifamily		
standard, and resources/services available. (This is	property		
included in this section because the state	managers		
requirement for providing information, as identified	and owners		
above, includes all waste generators—this			
complements bill inserts.)			

Recycle Guide and Depot List available to all cooperative member cities and collectors for new customers as stated in our Code/Administrative Rules. Recycle Guide and Depot List also available online, and we encourage cities and collectors to link to our online resources on their own webpages. Available to both audiences in the following languages: English Spanish Russian* Vietnamese* Simplified Chinese* Korean* Thai* (*Recycle Guide available but not Depot List in this language)	New and existing garbage customers; Cooperative member cities; Online users	Mail, Online, In-person (if possible)	Throughout the year
One community or media event to promote waste	All waste		Annually
prevention, reuse, recycling, or composting.	generators		
<b>1</b> virtual event, or a series of virtual events, that cover the topics of waste prevention, reuse, recycling, and/or composting.	Online users	Online	1x/yr
Provide a packet of educational materials that contains information listing the materials collected for recycling, the schedule for collection, the proper method of preparing materials for collection, and an explanation of the reasons to recycle.	New customers		
Recycle Guide and Depot List will continue to be provided to all cooperative city members and collectors for distribution to new customers per our Code/Administrative Rules. Recycle Guide and Depot List also available online, and we encourage cities and collectors to link to our online resources on their own webpages. Recycle Guide and Depot List are available in the following languages:	New and existing garbage customers; Cooperative city members; Online users	Mail, Online, In-person (if possible)	Throughout the year
English, Spanish, Russian*, Vietnamese*, Simplified Chinese*, Korean*, Thai* (* Recycle Guide available but not Depot List)			_
Recycle Guide, webpages, and/or bill Insert/post card provides information on the benefits of recycling.	New and existing garbage customers; Online users	Mail, Online, In-person (if possible)	Throughout the year

# Outreach and Education that Exceeds the Minimum Service Standard

Content	Audience	Distribution Method	Frequency
Recycling	·		·
Recycle Guide and relevant handouts/webpages will updated to reflect the regional CREP, including promotion of <i>RecycleorNot</i> message as appropriate.	Staff	n/a	n/a
Review outreach materials provided by collectors for accuracy.	Staff	n/a	1x/yr
Review outreach materials provided by member cities for accuracy.	Staff	n/a	1x/yr
<b>4</b> or more city/community newsletters provide recycling information to include in their own publications.	Community members	Mail and/or electronic	1x/yr
<b>4</b> or more Facebook, Twitter, or Nextdoor posts about recycling contamination and/or proper recycling.	Online users	Online	4x/yr
<b>1,000</b> up-to-date Recycle Guides with Depot lists distributed. <i>NOTE: Depot lists and related outreach and education at events currently encourages plastic film take-back opportunities.</i>	Community members	Collection companies, online, etc.	Throughout year
Recycle Guide available in <b>7</b> languages online (English, Spanish, Russian, Vietnamese, Simplified Chinese, Korean, Thai)	Community members	Collection companies, online, etc.	Available year-round
<b>1 or more</b> Facebook, Twitter, or Nextdoor posts about the redemption of deposit containers.	Online users	Online	1x/yr
<b>1 or more</b> Facebook, Twitter, or Nextdoor posts to promote each featured contaminant outlined by CREP during the targeted timeline.	Online users	Online	1x+/yr for each item
Backyard Composting			
<b>1 or more</b> links to composting resources on our website.	Online users	Online	Available year-round
Reuse and Waste Prevention			
<b>1 or more</b> Facebook or Twitter posts about wasting less food.	Online users	Online	1x/yr
<b>3 or more</b> ESWL virtual presentations.	Community groups	Virtual event	Available year-round
<b>3</b> Farmers Markets offered content to include in their newsletters and Facebook pages about wasting less food.	Farmers Market subscribers	Online	Summer
2 links to food preservation and rescue resources provided on our website.	Online users	Online	Available year-round

1 or more Facebook, Twitter, or Nextdoor posts	Online users	Online	1x/yr
about opportunities and resources to reduce waste			
and encourage reuse.			
The reuse/prevention item listed below will only			
1 or more Repair Fairs.	Event goers	In-person	3x/yr
Master Recycler Support			
10 or more volunteer opportunities	Master	Virtual event	10x/yr
arranged/offered to Master Recyclers for fulfilment	Recyclers		
of their payback hours.	,		
3 or more presentations topics available to Master	Master	Virtual event	Available
Recyclers.	Recyclers		year-round
1 refresher event for Master Recyclers to ask	Master	Virtual event	1x/yr
questions and get up-to-date information.	Recyclers		-
1 volunteer appreciation event OR a series of virtual	Master	Virtual event	1x/yr or
gatherings.	Recyclers		more
Explore other ways to show our appreciation to	Staff	n/a	n/a
active Master Recyclers (rewards/recognition			
program, etc).			
While respecting the added stress many community	Staff	n/a	n/a
groups are experiencing during the pandemic, and			
acknowledging that many of the community groups			
we'd like to work with are on the responding front			
lines, explore partnerships with community groups			
interested in a community designed Master			
Recycler course, when funding support is identified			
by Metro or the County.			
Those Master Recycler actions below will only h	1		
1 ad in ClackCo Quarterly, Facebook, Twitter,	All county	Mail, online	1x/yr per
Nextdoor, e-newsletters, website, 4 city/community	addresses,		outlet
newsletters promoting the Master Recycler course.	online users	In norson	1x/yr
1 Master Recycler course hosted in the county each	Master	In-person	1x/yr
year. 4 staff presentations given during the Master	Recyclers Staff	In norson	1x/vr
Recycler course.	Stall	In-person	1x/yr
Recycler course.			
Toxicity Reduction			
Explore a partnership with Sheriff's Office, WES,	Staff	n/a	n/a
and Public Health to develop a joint webpage for			
disposal of unwanted medication and sharps.			
3 green cleaner presentations.	Online users	Virtual event	4x/yr
<b>1 or more</b> Facebook or Twitter posts promoting the	Online users	Online	1x/yr
use of green cleaners and/or the proper disposal of			
toxics.			
Information on Metro South's Hazardous Waste	Staff	n/a	n/a
Facility included on our Recycle Depot list and			
			1

Information on Drug Take Back boxes included on	Staff	n/a	n/a
our Recycle Depot list and website.			

## **Regional Service Standard: Multifamily Residential**

1. Describe how you will meet or exceed the multifamily recycling minimum service standard.

Our multifamily recycling program accepts all of the materials outlined in Attachment A: Reference Table 3, including mixed recycling and glass bottles and jars. In addition,

- Multifamily communities can add yard debris service for an additional fee.
- Some multifamily communities have the option to add food only service for an additional fee, some can include food scraps in their yard debris service, but most do not have either.
- We assist multifamily property managers in getting used motor oil picked up when found onsite.

We further meet or exceed the recycling minimum service standard as follows:

- Multifamily communities have no-less-than weekly.
- We conduct site evaluations of multifamily communities on a drop-in and pre-scheduled basis to confirm the presence of bins for all streams, as well as to provide technical assistance (annual goal: **100+** communities).
- We provide signage and decals for our staff and collection companies to use to clearly mark collection bins and enclosure areas, as needed.
- We work with property managers and collectors to start/re-start mixed recycling and/or glass service at communities we find are missing service.
- 2. Using the table below, demonstrate how you will meet the multifamily outreach and education minimum service standard. Include any outreach that exceeds the minimum standard.

## Multifamily Outreach and Education

Content	Audience	Distribution Method	Frequency
Provide information regarding waste prevention,	All existing		At least four
reusing, recycling, and composting.	waste		times per
	generators		calendar year
ClackCo Newsletter – provide a variety of articles	All county	Mail	2x/yr
around waste reduction and recycling (see SF	addresses		
section for details)			
Recycle Guide Postcard (with garbage and	All county	Mail	1x/yr
recycling company survey to offer all customers an	addresses		
opportunity to provide feedback about service)			
Bill insert providing recycling information. [NOTE:	Garbage &	Mail or	1x/yr
though bill inserts don't reach typical multifamily	recycling	electronic	
residents, this action is identified across all our	customers		
program areas for consistency.]			
Recycle Guide and Depot List available online in	Online users	Online	Throughout the
the following languages:			year

English, Spanish, Russian*, Vietnamese*,			
Simplified Chinese*, Korean*, Thai*			
(* Recycle Guide available but not Depot List)			
Offer ads, articles and recycling guide used within	Cooperative	Mail, Online	2x/yr
ClackCo Newsletter to member cities to include	member		
within their own publications, if desired.	cities		
One community or media event to promote waste	All waste		Annually
prevention, reuse, recycling, or composting.	generators		
<b>1</b> virtual event, or a series of virtual events that	Virtual	Online	1x/yr
cover the topics of waste prevention, reuse,	participants		
recycling, and/or composting.			
Provide waste reduction and recycling educational	Multifamily		As frequently as
and promotional information designed for and	residents		necessary to be
directed toward the residents of multifamily			effective in
dwellings. Reminding residents of the opportunity			reaching new
to recycle, including the types of materials			residents and
accepted and the proper preparation of the items.			reminding
			existing
			residents.
Provide waste reduction and recycling resources:	Multifamily	In-person,	Throughout the
<ul> <li>MF-specific Recycle guides*/depot list</li> </ul>	residents	remotely,	year
Recycle magnet		electronic	
• Reusable recycling bags (750 bags)		(via property	
• Brochures (HHW, sharps, film, e-cycles,		managers	
etc.)		and owners)	
• Virtual resources (videos, infographics,			
etc.)			
directly to residents and/or Green Teams or via			
property managers at move-in and at lease			
renewals at 150+ multifamily communities.			
Update signage (decals, posters, signs) in recycling	Multifamily	In-person	Throughout the
areas to identify proper bins and indicate accepted	residents		year
items at multifamily communities where	and staff		
requested or identified as needed (i.e. existing			
decals are damaged, faded or missing) during a			
site visit. Regional signage will be used once it is			
available.			
Those listed below will only happen i	f the public heal	th situation allo	WS.
Attend at least <b>25</b> Multifamily Community Events	Multifamily	In-person	Throughout the
Door-to-door outreach	residents		year
• Presentations (Reduce-Reuse-Recycle,			
ESWL, Green Cleaners, etc.)			
Tabling at pool parties			
Other community events			

Provide waste reduction and recycling educational and promotional information designed for and directed toward multifamily property owners and managers.	Multifamily owners and managers		At least annually
Send Multifamily Property Manager Mailer – reminder about Opportunity to Recycle requirements and service standard, resources/services offered, and encourage to self- score their trash/recycling set-up per the County's property-level grading rubric – to <b>600+</b> multifamily communities' billing addresses and site address (if on-site office).	All multifamily property managers and owners on file	Mail	Annually
Quarterly multifamily property manager e- newsletter - deliver to <b>275+</b> email addresses – includes waste reduction and recycling reminders, hints, and tips (content can be copied and used in community newsletters to residents).	Multifamily property managers and owners	Electronic (MyEmma)	Quarterly
Outreach and Education that Exceeds the Minimum Service Standard	Audience	Distribution Method	Frequency
Provide technical assistance and/or resources to <b>50+</b> multifamily communities that have not received assistance in the past two years.	Multifamily property managers and owners	In-person	Throughout the year
Promote the County's MF property-level grading system – encourage <b>30+</b> PMs to self-score their on-site garbage and recycling set-ups to identify opportunities for improvement. Continue to share lessons learned and integrate/update as regional standards warrant.	Multifamily property managers or owners	Mail, Online, In-person	Throughout the year
Offer Plastic Film Collection – when a property manager is interested, set up a collection bin for plastic film that staff/residents/Green Team can then take back to a store for recycling.	Multifamily property managers, owners, residents	In-person	Throughout the year
Track and ensure equitable assistance to low- income communities as identified by the state "Affordable Housing Inventory in Oregon" database.	Multifamily property managers, residents	In-person	Throughout the year
Multifamily workshop/forum - promote technical assistance, services, and resources for staff and residents at <b>2</b> local or multi-jurisdictional gathering, via Zoom; brainstorm MF solutions (bulky waste, waste reduction, education, etc.).	Multifamily property owners or managers; possibly management companies &	Virtually	2x/yr

	nortfolio		
	portfolio		
Change and an altifaction of the state of th	managers	<b>F a a a a b b b b b b b b b b</b>	At least 4
Share regional multifamily contacts flyer in <b>all (4)</b>	Multifamily	E-newsletter	At least 1x/yr
quarterly multifamily property manager e-	property		
newsletter.	managers		
Conduct design review for trash/recycling	Multifamily	Electronically	Throughout the
enclosures per our Zoning and Development	owners &		year
Ordinance for new multifamily construction and	property		
multifamily tenant improvement projects.	managers		
Support an AmeriCorps member to collaborate	Multifamily	In-person or	Throughout the
with and provide resources/services to 25+	property	remotely	year
multifamily communities located in target census	managers,		
tracts (high-density low-income or non-English	owners,		
speaking).	residents		
Those listed below will only happen ij	<mark>f the public heal</mark>	<mark>th situation allow</mark>	NS.
Bulky Waste Pilot – Work with interested property	Multifamily	In-person or	1x/yr
managers and collection companies to test regular	property	remotely	
bulky waste collection at multifamily communities	managers,		
that will help inform future multifamily bulky	owners,		
waste collection.	residents		
Promote reuse (book exchange, swap event [one-	Multifamily	E-	Throughout the
time or ongoing], garage sale, off-site donation vs	property	newsletter;	year
disposal, etc.) at <b>50+</b> multifamily communities.	managers	In-person	
Promote Repair Fairs – send emails to local	Multifamily	Email	Throughout the
multifamily communities about <b>3+</b> upcoming	property		year
repair fairs in their neighborhood (info/flyers	managers		
provided to share with residents).			
Support an AmeriCorps member to give	Multifamily	In-person or	Throughout the
presentations or participate in interactive events	property	remotely	year
about Reduce-Reuse-Recycle, ESWL, Green	managers,		
Cleaners at 10+ multifamily communities.	owners,		
	residents		
Incentivize 4 Master Recyclers to adopt-their/a-	Master	In-person or	Throughout the
multifamily-community with a \$250 stipend to be	Recyclers	remotely	year
used to promote waste reduction and recycling	(multifamily		
(e.g. purchase bags, provide food at an event,	residents or		
	1	1	

\*MF-specific recycle guide: The majority of multifamily residents receive multifamily recycle guides promoting reuse. At communities where yard debris is available, they receive a recycle guide with yard debris instructions instead of reuse. A couple receive customized guides that highlight on-site film collection.

## **Regional Service Standard: Businesses**

1. Describe how you will meet or exceed the business recycling minimum service standard.

Each jurisdiction in Clackamas County offers commercial mixed recycling (including paper, cardboard and plastic bottles, jugs, and round containers (6 oz. or larger), and metal cans) and glass recycling as standard service.

• Using the table below, demonstrate how you will meet the business outreach and education minimum service standard. Include any outreach that exceeds the minimum standard.

Content	Audience	Frequency
Provide information regarding waste prevention,	All existing waste	At least four times
reusing, recycling, and composting.	generators	per calendar year
<ul> <li>ClackCo Newsletter (countywide newsletter reaching every mailing address and PO box. 2 issues are anticipated for 2020)</li> <li>1 ad or article addressing contamination priorities identified in the regional Contamination Reduction Education Plan (CREP) and <i>RecycleorNot</i> website</li> <li>2 Recycle Guide</li> <li>1 Depot List</li> <li>1 ad or article promoting reuse (e.g. Metro Paint, local reuse resources, repair at home, etc.)</li> <li>1 ad educating about Household Hazardous Waste (HHW) disposal</li> </ul>	All county addresses	2x/year
Post card providing recycling information.	All county addresses	1x/yr
Bill Insert providing recycling information.	Garbage & recycling customers	1x/yr
Recycle Guide and Depot List available online in the following languages: English Spanish Russian* Vietnamese* Simplified Chinese* Korean* Thai* (* Recycle Guide available but not Depot List)	Online users	Throughout the year
Outreach and Education that Exceeds the Minimum Se	ervice Standard	
Offer ads, articles social media content, and recycling guides used within ClackCo Newsletter to member cities to include within their own publications, if desired.	Cooperative member cities	2x/yr

#### **Business Outreach and Education**

<b>10+</b> Social media posts (Facebook, Instagram, Twitter, Nextdoor) about recycling contamination, proper recycling, waste reduction, deposit containers, green cleaners, ESWL, FWSWM, free support, etc.	Online users	Throughout the year
Update signage (decals, posters, signs) in recycling areas to indicate accepted items at <b>100+</b> businesses through in-person visits (safe-distance) and mailings. In-person visits will emphasize outdoor and non- contact work such as review of enclosures and containers for contaminants. Education to staff will happen virtually or over the phone.	Workplaces	By request
Workplace trainings and presentations – offered virtually online or through videoconference	Workplaces - Virtually	By request
E-newsletters: Deliver to <b>300+</b> email addresses	Workplaces	Quarterly
One community or media event to promote waste prevention, reuse, recycling, or composting.	All waste generators	Annually
See Single-Family residential section action for a virtual event	Online Users	1x/year
Host a (virtual) gathering for businesses to network and learn from each other, and learn more about waste reduction, prevention, reuse, recycling, and/or composting.	Workplaces	1x/year
Provide a packet of educational materials that contains information listing the materials collected for recycling, the schedule for collection, the proper method of preparing materials for collection, and an explanation of the reasons to recycle.	New customers	
Recycle Guide and Depot List will continue to be provided to all cooperative city members and collectors for distribution to new customers per our Code/Administrative Rules. Recycle Guide and Depot List also available online, and we encourage cities and collectors to link to our online resources on their own webpages. Recycle Guide and Depot List are available in the following languages: English, Spanish, Russian*, Vietnamese*, Simplified Chinese*, Korean*, Thai* (* Recycle Guide available but not Depot List)	New and existing garbage customers; Cooperative city members; Online users	Throughout the year
New and Existing Business Notification Letters and follow-up calls/visits: E/Mail <b>250+</b> letters to new and existing businesses that have not received assistance in the past two years.	Workplace owners/managers	Throughout the year
Recycle Guide, webpages, and/or bill Insert/post card provides information on the benefits of recycling.	New and existing garbage customers; Online users	Throughout the year

#### **Business Recycling Requirement**

1. Demonstrate compliance with the business recycling requirement by completing the table below.

Each jurisdiction in Clackamas County offers commercial mixed recycling (including paper, cardboard, plastic bottles, jugs, and round containers (6 oz. or larger), and metal cans) and glass recycling as standard service. Each jurisdiction also has a Business Recycling Requirement with the exception of the City of Estacada.

Required Action	Local Government Program
Establish a method for ensuring business	We receive leads on new businesses from a variety
compliance with the requirement.	of sources including, city business license data, new
	account information from franchised collectors, local
	chambers and observations in the field by technical
	assistance staff. Our New Business Protocol includes
	mailing/emailing a notification letter requesting
	verification of compliance in online survey, following
	up via a phone call, reviewing survey results, and
	following up with phone verification.
Exempt businesses from compliance.	The County or a city may exempt a business that
	provides access to county technical assistance staff
	and demonstrates, in the determination of the
	County or a city that they cannot comply. At present
	there are no such formal exemptions in place.
Send notice to businesses outlining the	Clackamas County sends a New Business Letter to
requirements and how to receive assistance.	any identified new business throughout the county
	with the exception of the City of Estacada. The letter
	describes the business recycling requirements,
	directs businesses to complete an online survey to
	identify their compliance, and offers resources and
	assistance for compliance. The letter is followed up
	with a call to go over compliance, and reminder
	email with the same information in the initial letter.
Enforcement method.	With the exception of Estacada, which has not
	adopted a Business Recycling Requirement, each
	jurisdiction in Clackamas County is responsible for
	enforcement. If multiple technical assistance
	attempts fail after a business is notified, then
	Clackamas County technical assistance staff would
	prepare and submit information about the
	compliance situation with the county or city code
	enforcement staff, and city staff representing solid
	waste and recycling issues. For unincorporated
	Clackamas County, the county code Title 10,
	10.03.145 Business Recycling Requirement allows
	for enforcement actions. At present there are no
	enforcement cases.

Report to Metro	We will include the number of businesses notified
	and compliance actions taken in our Annual Report
	as described in AP510-Section 4.

# Business Technical Assistance and Outreach Business Recycling Requirement

Provide a narrative that demonstrates the following:

- Local jurisdiction has hired staff or contractors whose primary responsibilities and duties are to provide technical assistance and Business Recycling Requirement compliance services to businesses.
- 2. A strategy for targeting and recruiting businesses for assistance.

Business technical assistance and Business Recycling Requirement compliance, referred to here as the Recycle at Work program, is implemented through Clackamas County's Sustainability & Solid Waste Program, housed in the Department of Transportation & Development. The program, supported in part through regional RAW funding, provides technical assistance to businesses on waste prevention, reuse, recycling, toxics reduction and resource conservation. We have integrated commercial food waste technical assistance over the last three years as most cities and the urban unincorporated areas included service for commercial food scraps collection. For many businesses, food waste is not a separate issue, it is part of their holistic efforts to reduce waste and adopt more sustainable practices.

In FY 20-21 business recycling technical assistance and BRR compliance will be staffed by three staff, at approximately 2.5 FTE, all of whose primary duties and responsibility are commercial technical assistance and BRR compliance. These staff will continue providing technical assistance (either onsite or over the phone, video conference or email) in the adoption of waste reduction and sustainability practices and Business Recycling Requirement compliance services to businesses. In addition, Metro resources help fund an additional staff person who is focused on development of food waste reduction in the commercial sector, including food donation, compost enrollment and food waste reduction. This staff person also coordinates commercial enclosure design review. As local food scraps collection ordinances go into effect the entire commercial technical assistance team will participate in notifying and enrolling businesses subject to a requirement.

Our strategy to target and recruit businesses for technical assistance is multi-faceted: We track assistance by city to ensure a fair share of our effort is directed to each community. We generate leads through new businesses licenses reported by cities, new customer lists from franchised collectors, building permit applications in unincorporated areas, cold calls, visits to local chamber meetings, outreach to community partners, and advertisements in print publications such as the county's newsletter, Green Living Journal, and city newsletters, when available. We also advertise and recruit for participation in our green business certification program, Leaders in Sustainability (LiS). We feature certain businesses that are models for others on social media, in written publications and occasionally in videos.

Clackamas County's Sustainability Analysts will continue to support regional outreach campaigns that entail the commercial sector and utilize the tools and resources developed by the regional Commercial Work Group (CWG). Staff will attend specialist roundtables and participate in any training activities developed.

We use our database and the County's performance measurement program called Performance Clackamas to track consultations, BRR compliance, and the adoption of new practices in several areas (waste reduction, energy or water conservation, or food waste).

Compliance with Business Recycling Requirements (BRR) ultimately rests with the local jurisdiction in which a business's address falls. Clackamas County Sustainability & Solid Waste supports business compliance in unincorporated Clackamas and participating incorporated cities by providing technical assistance and notification to businesses we encounter that do not meet the requirement. Such businesses, and new businesses in the community, receive a letter outlining their requirements under BRR. Businesses that are not recycling according to a local government's requirement and do not accept assistance may be referred to the city or county's code compliance program. For unincorporated Clackamas County, the county code Title 10, 10.03.145 Business Recycling Requirement allows for enforcement actions as a Priority 1 Violation.

Business Assistance Annual Outreach Plan					
Target audience, goals, and outreach strategy	Planned Efforts				
Government Facilities (required)					
	<ul> <li>Internal:</li> <li>0. Ensure internal Business Recycling Requirement compliance, updating signage at waste stations and recycling centers, as needed and buildings reopen to staff.</li> <li>o Provide recycling refresher trainings at staff meetings upon request (possibly via Zoom).</li> <li>1. Develop a phased, multi-year strategy to certify all County departments in Leaders in Sustainability (LiS).</li> <li>o Draft county-wide policies that address LiS requirements.</li> <li>2. Continue educating County employees about recycling, toxics reduction and waste prevention through the Wellness, Safety and Sustainability Fair (if this event happens or takes a different format) and other all-county communications.</li> <li>External:</li> <li>Collaborate with City partners to share recycling and waste prevention resources internally and externally.</li> </ul>				
	<ul> <li>Work with city partners to refresh BRR efforts.</li> <li>Work with city partners on updating webpages with recycling information and the free support available.</li> </ul>				

Complete the following table listing specific efforts planned for completion during this fiscal year.

	<ul> <li>Share recycling and waste reduction social media posts with city partners.</li> <li>City partners exemplify leadership in recycling and waste prevention business operations.</li> <li>Work with 2 public agencies, beyond a city partner, to reduce waste.</li> </ul>
New Businesses (required)	
	<ul> <li>3. Lead generation and partnership building – maintain a strong network of leads that help us find out about new businesses.</li> <li>Continue working with our partners (Collectors, Cities, Health Department, Internal Permits Department, and Chambers of Commerce) to identify new businesses. Mail letters and provide direct outreach to these businesses identified. <ul> <li>Connect with 250 businesses on BRR compliance.</li> </ul> </li> <li>Collaborate and develop information to include in our partner's new business packets and have them link to our requirements webpage or remain stocked on informational flyers.</li> <li>Identify and strengthen partnerships with organizations (examples including Energy Trust of Oregon, water providers, CCC Small Business Program) to help identify new leads.</li> </ul>
	4. Existing business education efforts –
	<ul> <li>Provide assistance (mostly through email and phone consultations) to 700 businesses.</li> <li>Maintain or reestablish relationships with PMs to educate staff and keep recycling streams clean. Provide them with free technical assistance and resources.         <ul> <li>Connect 2 x/yr with property management companies and request e-trainings for their staff.</li> </ul> </li> <li>Target 50 businesses we haven't connected with in over 2 years about BRR and our free assistance through mailings, and phone or email follow-ups.</li> <li>Include recycling information in a bill insert to all commercial garbage customers.</li> </ul>
	5 Marketing offerts
	<ul> <li>5. Marketing efforts –         <ul> <li>Maintain updated content on website.</li> <li>Utilize social media, paid and earned media advertising, mailings, partner's events, cold calling</li> </ul> </li> </ul>

Target Businesses that have cultural and language barriers to implementation (optional)	<ul> <li>and e-newsletter content to drive traffic to our website and to inform business on waste reduction and recycling practices, and informing them about our technical assistance and free support. <ol> <li>Aim for 25% open rate</li> <li>Expand case statements and testimonials, highlighting best practices in waste reduction and recycling to share with businesses.</li> </ol> </li> </ul>
Target Business Sectors, Institutions or Materials including effort to promote food waste reduction and voluntary food scraps collection prior to implementation of the Business Food Waste Requirement in March 2021 (optional)	<ul> <li>Develop relationships with organizations already working with the underserved community. Develop relationships with underserved businesses (including Hispanic, Asian, and Black-owned owned businesses) by attending virtual community organization meetings and seeking out consolations with underserved businesses though new partnership with MESO. We are also exploring having office hours at the MESO office, and sharing our services in their online training series.         <ul> <li>Frequency of attendance at Hispanic community organizations events/meetings</li> <li># consultations and contacts with Hispanic and Black owned-businesses.</li> </ul> </li> <li>Increase and standardize bilingual services, marketing and resources for our program.         <ul> <li>Hispanic community members provide feedback on translation</li> <li>E-newsletters are translated into Spanish.</li> <li>Maintain updated content on website.</li> <li>Utilize social media, mailings, partner's events, cold calling and e-newsletter content to engage with businesses of color.</li> </ul> </li> </ul>
	<ul> <li>Increase awareness of best practices to prevent the wasting of food among the businesses most likely to adopt those behaviors by featuring case statements</li> </ul>

	<ul> <li>and testimonials on website, print collateral, and in enewsletters.</li> <li>Provide technical assistance, through contactless dropoff, phone consultations, and online trainings, and increase business adoption of food waste reduction practices.         <ul> <li>Collaborate with cities to promote voluntary food scraps collection efforts</li> <li>Respond to request for voluntary participation.</li> </ul> </li> <li>Participate in regional effort to educate about singleuse and "compostable" packaging.</li> <li>Promote Wilsonville's add-on commercial services for batteries and fluorescent lamp recycling, and Styrofoam® drop-off at WRI.</li> </ul>
Commercial contamination reduction activities (optional)	
Other commercial waste prevention, or waste reduction activities (optional)	<ul> <li>Feature common error items and promote Recycle or Not game in e-newsletters 2x/year.</li> <li>Mailing to a targeted list of businesses informing them of common contaminants.</li> <li>Update staff presentations to align with regional contamination messaging.</li> <li>Recycle Guide and relevant handouts/webpages will updated to reflect the regional CREP, including promotion of <i>RecycleorNot</i> message as appropriate.</li> </ul>
	<ul> <li>Use Leaders in Sustainability certification to engage businesses at a deeper level and encourage adoption of more waste reduction practices. This will be done mostly through phone and email consultations, and video conferences.         <ul> <li>20 businesses certify</li> </ul> </li> <li>Update the Leaders in Sustainability certification elements to align with new Regional Waste Plan goals.         <ul> <li>Incorporate section on equity and diversity</li> <li>Identify barriers and make certification processes more accessible to the Spanish-speaking community.</li> </ul> </li> </ul>

# **Business Food Waste Requirement**

1. Local jurisdiction has hired staff or contractors whose primary responsibilities and duties are to provide technical assistance and Business Food Waste Requirement compliance services to businesses.

See Narrative section above.

2. Implement approved and updated Business Food Waste Requirement Implementation Plan beginning March 31, 2021.

## II. Cooperative Regional Priority Initiatives and Programs

## **Contamination Reduction Education Plan**

Describe how your jurisdiction will implement the following outreach and education initiatives in the community and to businesses:

- Incorporate Recycle or Not messages and content into existing English and Spanish language recycling education programs and activities, including online resources and customer feedback communication conducted by local haulers, to ensure consistency with regional contamination reduction messages.
- Promote the featured contaminants.
- Link to and promote the Recycle or Not English and Spanish language websites and Instagram accounts.

Recycle or Not messages will be incorporated into our English and Spanish Recycle Guides, which are available through virtual events throughout the year, to new businesses, online, and provided to local haulers for distribution to new and existing customers. Recycle or Not messages will also be promoted on our webpages, through social media, in e-newsletters, incorporated into staff trainings at businesses (either virtually or in-person as COVID allows), and the printed county-wide newsletter.

We have and will continue to promote featured contaminants in printed and social media content, and use our social media channels and website to link community members into Recycle or Not content.

## **Multifamily Program Improvements**

Describe how your jurisdiction will actively participate in and commit to the following:

• Development and implementation of a plan to deploy regional signage (posters, stickers, decals) for multifamily waste and recycling receptacles and enclosures. (Local government staff will not be the only deployment mechanism.)

We support and commit to participate in regional, collaborative conversations about plan development and implementation around the deployment of regional signage, including the shared tracking of decal deployment. Regional signage will be used once it is available.

• Development of implementation plans to ensure minimum volume and service level requirements at all multifamily properties are met. Local governments will have two years; July 2021-July 2023 to ensure all properties meet minimums.

We support and commit to participate in regional, collaborative conversations about the development of implementation plans to ensure service level requirements at multifamily communities are met. We expect local governments to lead this process and commit to supporting involvement of the cities within Clackamas County towards volume and service level requirements. We affirm the use of data and input from community members, property managers and collectors in developing implementation plans.

• Planning related to Regional Waste Plan actions 10.5 and 10.6 to determine goals, outcomes and lead agency(s) for bulky waste collection and enclosure design improvement projects.

We support and commit to participate in regional, collaborative conversations about the advancement of RWP actions 10.5 and 10.6 in regards to bulky waste collection and enclosure design, respectively, for multifamily communities. We believe a regional conversation can outline regional goals to help local jurisdictions identify and implement local plans, though it is important to acknowledge the differences in the two projects. Bulky waste collection is a collection issue with oversight by the local jurisdictions' solid waste and recycling programs; enclosure design includes additional players (e.g. Land Use, Planning, Zoning, etc.), which requires additional coordination at the local level. We expect local governments to lead a process that addresses collection, towards the goals outlined in the RWP, and we commit to supporting involvement of the cities within Clackamas County towards these goals. We affirm the use of data and input from community members, property managers and collectors in developing implementation plans

<u>Bulky Waste Collection</u>: As outlined in our plan (public health situation pending), we will work with interested property managers and collection companies to test regular bulky waste collection at multifamily communities that will help inform future multifamily bulky waste collection.

<u>Enclosure Design</u>: As stated in our plan, we will continue to conduct enclosure design review for multifamily communities (new construction and tenant improvements).

# Table B2 D School Outreach and Assistance 2020-2021

Clackamas County devotes 0.65 FTE to school outreach, education, and assistance.

Topic and outreach strategy	Goal(s)
General recycling and composting education and technical assistance	All schools will receive information quarterly during the school year in September, December, March, and
<ul> <li>Refine contact list to reflect new or closed schools and personnel changes</li> <li>Provide general recycling, composting, and waste reduction information to all schools, which includes a Recycle Guide and composting information         <ul> <li>Recycle guide (yes/no)</li> <li>Composting information where applicable</li> </ul> </li> </ul>	late May All schools will have the information and infrastructure they need to properly and safely collect recyclable and compostable materials
<ul> <li>Composting information where applicable</li> <li>Curate and refer schools to high quality online resources</li> <li>Provide additional/special recycling information         <ul> <li>Promote modified Trex School Challenge opportunity</li> </ul> </li> </ul>	Provide technical assistance to a minimum of 75 schools Provide an equitable amount of service to Title 1 and Rural schools

<ul> <li>Work with individual schools, as requested, to modify other recycling programs in light of Covid-19 guidelines</li> <li>Provide free recycling and composting containers and signage</li> <li>Stagger outreach to prioritize Title 1 and rural schools</li> <li>Provide learning opportunities for green team leaders via Zoom</li> <li>Oregon Green Schools participation</li> <li>Strategy:         <ul> <li>Support school sustainability and waste reduction through Oregon Green Schools to maintain OGS certification during a year of periodic distance-learning by fine-tuning recycling and waste reduction practices to reflect the Covid-19 era</li> <li>Support school participation in virtual summits (assuming inperson summits will not take place)</li> </ul> </li> </ul>	Maintain 25% certification Host distance summits
<ul> <li>Support additional strands of OGS certification like Transportation and Schoolyard Habitats &amp; Gardens</li> <li>Continue to develop programming for high school engagement</li> </ul>	
Food waste prevention Provide food donation guidance to schools through the Green Lunchrooms Guide and Oregon Green Schools' Green Lunchrooms Certification	Work with a minimum of one district to implement food donation from the cafeteria to a pantry or onsite program (ideal)
Offer food waste reduction workbook and presentation to schools	Provide workbooks and education on food waste prevention to a minimum of 3 schools
Small grant program Offer and promote small grants to schools to meet waste reduction and/or recycling goals	Distribute \$10,000 in grants to support waste reduction projects and Oregon Green Schools goals
Work with district Nutrition Service staff to identify schools with interest in milk dispensers	Assist up to five additional schools in the purchase of milk dispensers (\$15,000 budget)
Youth engagement Continue to engage youth regarding Clackamas County's Climate	Engage a minimum of five high schools on issues around climate change
Action Plan Advertise the <u>Youth Voices Video Project</u> to gather more youth perspectives on climate change	Help to recruit youth members to serve on the Advisory Committee
	L

Classroom (formal) Education	Provide presentations to a minimum of 20 schools
Adapt classroom presentations to be delivered from a distance	
Develop take-home projects for school kids around sustainability to	
offer to schools that are engaging in distance learning	
Teacher professional development	Host or provide a minimum of one professional development
Offer professional development on the topic of climate change to	opportunity for middle and high
teachers. Open to collaboration with Metro and other local groups	school teachers

# Regional Waste Plan 2019-20 End-of-Year Report for Annual Program Tasks

Report submitted: August 31, 2020

Jurisdiction: <u>Clackamas County</u>

Contact: Eben Polk

# Instructions

Using the tasks in your jurisdiction's approved plan submitted for the 2019-20 fiscal year, populate the tables below. Alternately, reporting columns may be added to approved plans and submitted in lieu of this reporting template as long as all reporting requirements in this form are addressed.

Annual reports documenting efforts completed and financial accountability by local governments must be submitted to Metro no later than **September 1, 2020**.

# I. Required Elements

# Regional Service Standard: Single Family Residential

Instructions: Have there been any changes to the following in your jurisdiction during FY 2019-20? If yes, note changes in the table below. **If no changes, table may be left blank**.

One change is underway in Wilsonville which is offering residential food waste collected in Yard Debris (see highlighted and bold). Otherwise, no changes from the prior year.

Jurisdiction	Recy Colle Frequ	ction		ycling iner Size	Gla Colle Frequ	ction	Yard I Colle Frequ	ction	Yard E Conta Sia	ainer	Alternative Program Approved	Resid FW
	Urban	Rural	Urban	Rural	Urban	Rural	Urban	Rural	Urban	Rural		
Uninc. Clackamas	W	W	60/90	14/60/90	W	W	W	N	60	N	N/A	
Barlow	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A	N/A	
Canby	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A	N/A	
Estacada	W	N/A	60	N/A	W	N/A	N	N/A	N/A	N/A	N/A	
Gladstone	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A	N/A	
Happy Valley	W	N/A	60/90	N/A	W	N/A	W	N/A	60	N/A	N/A	
Johnson City	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A	N/A	
Lake Oswego	W	N/A	60	N/A	W	N/A	W	N/A	60	N/A	N/A	Yes 2016
Milwaukie	W	N/A	60	N/A	W	N/A	W	N/A	60	N/A	N/A	Yes 2017
Molalla	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A	N/A	
Oregon City	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A	N/A	
Rivergrove	W	N/A	60	N/A	W	N/A	W	N/A	60	N/A	N/A	
Sandy	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A	N/A	
West Linn	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A	N/A	
Wilsonville	W	N/A	60	N/A	W	N/A	W	N/A	60	N/A	N/A	<mark>Yes</mark> 2020

W=weekly; 14/60/90=capacity in gallons; N/A = not applicable; N = not available

# Single Family Outreach and Education

Using the table below, demonstrate how you met the single family outreach and education minimum service standard. Include any outreach that exceeds the minimum standard.

PLAN TASKS	REPORTING		
Content	Audience/ Distribution Method/ Frequency	Comments	
<ul> <li>Provide information regarding waste prevention, reuse, recycling, and composting.</li> <li>ClackCo Quarterly (countywide newsletter reaching every mailing address and PO box quarterly)</li> <li>1 article about the recycling system and/or relevant</li> </ul>	All waste generators At least 4x/yr All county addresses Mail 3x/yr	ClackCo Nov 2019 - 1 depot list - 1 recycle guide - 1 article about recycling system - 1 ESWL ad 1 CPEP ad on plastic bags	
<ul> <li>recycling news</li> <li>1 ad/article addressing contamination priorities identified in the regional Contamination Reduction Education Plan (CREP) and <i>RecycleorNot</i> website</li> <li>1 article promoting reuse</li> </ul>		<ul> <li>1 CREP ad on plastic bags</li> <li>1 Inclement weather reminder</li> <li>1 article on eliminating school cafeteria waste</li> <li>1 article about waste reduction at Leaders in Sustainability businesses</li> </ul>	
<ul> <li>2 Recycle Guides</li> <li>1 Depot List</li> <li>1 ad for Bottle Drop</li> <li>1 ad on Paint Care</li> <li>1 ad on Oregon E-Cycles</li> <li>1 ad promoting Eat Smart Waste Less (ESWL)</li> <li>1 ad promoting the Master Recycler course</li> <li>1 ad educating about Household Hazardous Waste (HHW) disposal</li> </ul>		<ul> <li>ClackCo Feb 2020</li> <li>1 article and 1 ad on opened Library of Things</li> <li>1 article on local businesses taking steps to reduce food waste</li> <li>1 Oregon E-Cycles ad</li> <li>1 article on the bag ban</li> <li>1 ad and 1 article promoting the Master Recycler course</li> <li>1 article about Oregon Green Schools</li> </ul>	
<ul> <li>1 ad/article about multifamily recycling</li> <li>1 article with Business examples of waste prevention, reuse, recycling and toxics reduction</li> <li>1 ad/article with Business food waste reduction information</li> </ul>		ClackCo May 2020 (4 planned paged cut to 1.5 due to COVID-19) - 1 Earth Day article with link to online list of Earth Day activities to practice safely at home during COVID-19 - 1 article on COVID-19 and garbage/recycling service - 1 ad on HHW disposal	

	Τ	1
		- 1 article about Repair Fair
		volunteers
		The following items were pulled at the
		last minute from the May 2020 ClackCo
		due to COVID-19:
		<ul> <li>1 ad promoting our event</li> </ul>
		recycling program
		- 2 articles on our AmeriCorps
		members
		<ul> <li>A Recycle or Not matching</li> </ul>
		game, article, and promotion of
		the Instagram account
		<ul> <li>Second depot list</li> </ul>
		<ul> <li>Second recycle guide with</li> </ul>
		updated Recycle or Not
		language
Offer ads, articles and recycling	Cooperative member	Boones Ferry Messenger Dec 2019
guide used within ClackCo Quarterly	cities	Gladstone City Newsletter Feb 2020
to member cities to include within		
their own publications, if desired.	Mail, online	Reached out to Sandy, Happy Valley, and
		Milwaukie with no response
	3x/yr	
		Planed Spring outreach held off due to
		COVID-19.
Bill Insert or post card providing	Garbage & recycling	Postcard to all addresses within the
recycling information.	customers	county (residential, multifamily, and
		business), May 2020
	Mail and/or electronic bill	
	insert	
	1x/ur	
Popula Guida and Danat List	1x/yr	Pagyela Guida and Danat List available
Recycle Guide and Depot List available to all cooperative member	New and existing garbage customers; Cooperative	Recycle Guide and Depot List available to all online.
cities and collectors for new	member cities; Online	to an <u>onime</u> .
customers as stated in our	users	2,000 Recycle guides printed and given
Code/Administrative Rules. Recycle		to haulers
Guide and Depot List also available	Mail, Online, In-person	to nations
online, and we encourage cities and		Audited city and collector webpages for
collectors to link to our online	Throughout the year	provided information on garbage and
resources on their own webpages.		recycling. Continued work on project
Available to both audiences in the		delayed due to COVID-19.
following languages:		
English		
Spanish		
<ul><li>Spanish</li><li>Russian*</li></ul>		
<ul> <li>Vietnamese*</li> </ul>		
• viculalliese	I	

		<b>I</b>
Simplified Chinese*		
<ul> <li>Korean*</li> </ul>		
• Thai*		
(*Recycle Guide available but not		
Depot List in this language)		
One community or media event to	All waste generators	
promote waste prevention, reuse,		
recycling, or composting.	Annually	
Clackamas County Fair - topics	Fairgoers	Clackamas County Fair 2019. Interacted
include		with 1,981 people on topics of recycling,
Recycle right	In-person	green cleaners, preventing wasted food,
Reuse/repair/textiles		repair fairs, and water conservation.
• Eat Smart, Waste Less	1x/yr	
Green cleaners		
Water conservation		
Provide a packet of educational	New customers	
materials that contains information		
listing the materials collected for		
recycling, the schedule for		
collection, the proper method of		
preparing materials for collection,		
and an explanation of the reasons to		
recycle.		
· ·	Now and existing garbage	Audited city and collector webpages for
Recycle Guide and Depot List will continue to be provided to all	New and existing garbage	Audited city and collector webpages for provided information on garbage and
cooperative city members and	customers; Cooperative	recycling. Continued work on project
collectors for distribution to new	city members; Online	delayed due to COVID-19.
	users	
customers per our Code/Administrative Rules. Recycle	Mail Online In person	Audited collectors new customer
	Mail, Online, In-person	information packets and other
Guide and Depot List also available	Throughout the year	information mailed to customers.
online, and we encourage cities and collectors to link to our online	Throughout the year	
		Continued work on project delayed due
resources on their own webpages.		to COVID-19.
Recycle Guide and Depot List are		
available in the following languages:		
• English		
• Spanish		
Russian*		
Vietnamese*		
<ul> <li>Simplified Chinese*</li> </ul>		
<ul> <li>Korean*</li> </ul>		
• Thai*		
(* Recycle Guide available but not		
Depot List)		
Recycle Guide, webpages, and/or	New and existing garbage	Statewide goals for materials
Bill Insert provides information on	customers; Online users	management and the 2050 Vision for
the benefits of recycling.		
	·	•

	Mail, Online, In-person	Materials Management in Oregon provided on our website.
	Throughout the year	
Outreach and Education that Exceeds		lard
Content	Audience/	Comments
	Distribution Method/	
	Frequency	
Recycling		•
Recycle Guide and all relevant	Staff	Recycle guide updated to reflect Recycle
handouts/webpages will be updated		or Not language
to reflect the regional CREP,	n/a	
including promotion of RecycleorNot		Webpage update delayed due to COVID-
message.	n/a	19 and working with Web Team to
-		develop a more visual presentation of
		the information that satisfies both ours
		and their desires and requirements.
Review outreach materials provided	Staff	Audited city and collector webpages for
by member cities and collectors for		provided information on garbage and
accuracy.	n/a	recycling. Continued work on project
		delayed due to COVID-19.
	1x/yr	
		Audited collectors new customer
		information packets and other
		information mailed to customers.
		Continued work on project delayed due
		to COVID-19.
<b>4</b> or more city/community	Community members	Boones Ferry Messenger Dec 2019
newsletters provide recycling		Gladstone City Newsletter Feb 2020
information to include in their own	Mail and/or electronic	
publications.		Reached out to Sandy, Happy Valley, and
	1x/yr per newsletter	Milwaukie with no response.
		Planned Spring outreach cancelled due
		to COVID-19.
4 or more Facebook, Twitter, or	Online users	10 Facebook Posts ( <u>1</u> , <u>2</u> , <u>3</u> , <u>4</u> , <u>5</u> , <u>6</u> , <u>7</u> , <u>8</u> ,
Nextdoor posts about recycling		<u>9</u> , <u>10</u> ). 14,347 impressions. 947
contamination and/or proper	Online	Engagements.
recycling.		19 Tweets
	4x/yr	
1,000 up-to-date Recycle Guides	Community members	3,661 Recycle Guides with Depot lists
with Depot lists distributed.		distributed.
	Events, collection	
	companies, online, etc.	
	Throughout year	1

Recycle Guide available in <b>7</b>	Community members	Recycle guides available in all languages
languages online (English, Spanish,		<u>online</u> .
Russian, Vietnamese, Simplified	Events, collection	
Chinese, Korean, Thai)	companies, online, etc.	
	Available year-round	
1,000 or more households receive	Households in study area	We did not do this project due to a
recycling cart tags (Oops or Nice		countywide hiring freeze and COVID-19.
Job).	Cart tag	
	1 study	
Plan developed to implement	Staff	We did not do this project due to a
residential cart tagging throughout		countywide hiring freeze and COVID-19.
the county on a schedule.	n/a	
	n/a	
1 or more Facebook, Twitter, or	Online users	<u>1</u> Facebook post
Nextdoor posts about the		
redemption of deposit containers.	Online	
	1x/yr	
1 or more Facebook, Twitter, or	Online users	While not specifically Recycle or Not, we
Nextdoor posts to promote each		had 2 Facebook posts about plastic
featured contaminant outlined by	Online	bags/wrap ( <u>1</u> , <u>2</u> )
CREP during the targeted timeline		4 Take-out container Facebook posts (1,
(plastic bags/wrap July – Dec '19;	1x+/yr for each item	<u>2</u> , <u>3</u> , <u>4</u> ), 2 tweets
frozen food boxes Jan – Jun '20)		
Backyard Composting		
1 or more links to composting	Online users	4 links to composting resources.
resources on our website.		
	Online	
	Available year-round	
Research possibility of selling	Staff	Reached out to Metro about possibility
discounted Metro compost bins at a		of selling at Metro South or another
more convenient location for	n/a	location – status unclear.
Clackamas County residents.		
	n/a	
Reuse and Waste Prevention	1	
10 community events will include	Event goers	25 community events included the
the Reduce Wasted Food kit with		Reduce Wasted Food kit with ESWL
ESWL materials.	In-person	materials.
	Throughout year	
1 or more Facebook or Twitter posts	Online users	<u>1</u> Facebook post
about wasting less food.		
	Online	

	1 v hur	
<b>3 or more</b> ESWL presentations.	1x/yr	2 ESW/L procontation: planned additions
s of more ESWE presentations.	Event goers	2 ESWL presentation; planned additiona presentations cut short due to COVID-
	In norson	19.
	In-person	19.
	Throughout year	
<b>100</b> ESWL pledges to reduce wasted	Event goers	261 ESWL pledges.
food at home.	0	1 0
	In-person	
	Throughout year	
<b>3</b> Farmers Markets offer information	Event goers	The Oregon City, Milwaukie, and West
on wasting less food.	_	Linn 2019 Farmers Markets all offered
	In-person	information on wasting less food
		through Master Recyclers tabling on the
	Summer	topic.
2 links to food preservation and	x	1 link to food preservation resources for
rescue resources will be provided on		residential audiences.
our website and/or provided in		
relevant flyers as part of the Reduce		The ESWL wasted food prevention
Wasted Food kit.		toolkit includes links to ESWL, as well as
		resources to the OSU Extension Service.
1 or more Facebook, Twitter, or	Online users	2 Facebook posts, ( <u>1</u> , <u>2</u> )
Nextdoor posts about opportunities		1 <u>video</u> promoting the Library of Things
and resources to reduce waste and	Online	5 tweets
encourage reuse.		5 Nextdoor posts – Repair Fairs
	1x/yr	
3 or more Repair Fairs.	Event goers	5 Repair Fairs (Estacada, Oregon City,
		Canby, West Linn, Lake Oswego).
	In-person	
		5 scheduled Repair Fairs cancelled due
	3x/yr	to COVID-19.
5 or more Library of Things open.	Library patrons	9 Library of Things opened September
		2019: Milwaukie, Wilsonville, Lake
	In-person	Oswego, West Linn, Oregon City, Sandy,
		Estacada, Hoodland, Canby.
<b>- - - - - - - - - -</b>	Throughout year	
Develop materials based on DEQ's	Staff	No capacity to work on project.
Make Every Thread Count program		
on the environmental impacts of	n/a	
textiles for use at tabling events		
Master Desuder Success	n/a	
Master Recycler Support	All county oddrosoc	Master Decycler economics are stadies
1 ad in ClackCo Quarterly, Facebook,	All county addresses,	Master Recycler course promoted in:
Twitter, Nextdoor, e-newsletters,	online users	- ClackCo Feb 2020
website, 4 city/community		<ul> <li><u>Online</u> webpage</li> </ul>

newsletters promoting the Master Recycler course.	Mail, online	<ul> <li>1 county-wide Nextdoor post</li> <li>8 Tweets</li> </ul>
neeyeler course.	1x/yr per outlet	- 2 Facebook posts ( <u>1</u> , <u>2</u> )
		<ul> <li>Ad in the Health And Wellness paper, Canby Herald, Clackamas</li> </ul>
		Review, Lake Oswego Review, West
		Linn Tidings, The Mountain Times, the Boones Ferry Messenger, and
		the Gladstone City Newsletter
<b>1</b> Master Recycler course hosted in the county each year.	Master Recyclers	Cancelled due to COVID-19.
	In-person	
	1x/yr	
<b>4</b> staff presentations given during the Master Recycler course.	Staff	Cancelled due to COVID-19.
	In-person	
	1x/yr	
<b>10 or more</b> volunteer opportunities arranged/offered to Master	Master Recyclers	50 volunteer opportunities for Master Recyclers. Additional opportunities
Recyclers for fulfilment of their	In-person	cancelled due to COVID-19.
payback hours.	10x/yr	
3 or more tabling topics available for	Master Recyclers	4 tabling topics were provided to Master
Master Recyclers to check-out.		Recyclers:
	In-person	<ul> <li>Recycling (checked out 26 times)</li> <li>Green cleaners (checked out 18</li> </ul>
	1x/yr	times)
		- Wasted food (checked out 19
		times)
• · · · · ·		- Textiles (checked out 6 times)
<b>3 or more</b> presentations topics available to Master Recyclers.	Master Recyclers	3 presentation topics available to Master Recyclers
available to waster necyclers.	In-person	- Recycling
		- Green cleaners
	1x/yr	- Wasted food
1 refresher event for Master	Master Recyclers	Planned event cancelled due to COVID-
Recyclers to ask questions and get		19. In substitution, we hosted a virtual
up-to-date information in	In-person	viewing of The Story of Plastic in May,
preparation for the summer event	1x/yr	followed by a panel of local experts for
season. <b>1</b> volunteer appreciation event.	1x/yr Master Recyclers	our Master Recyclers. 16 Master Recyclers joined us on
	WIDSLEI NEUYUEIS	February 8 <sup>th</sup> 2020 for an appreciation
	In-person	bowling event.
	1x/yr	

Explore other ways to show our	Staff	Began exploring the idea of Master
appreciation to active Master		Recycler happy hours over Zoom.
Recyclers (rewards/recognition	n/a	
program, etc).		
	n/a	
Toxicity Reduction		
4 or more tabling events promoting	Event goers	18 events had Green Cleaners
the use of green cleaners, HHW,		messaging.
sharps, and unwanted medication.	In-person	
<b>E 1 1 1 1 1 1 1 1 1</b>	4x/yr	
Explore a partnership with Sheriff's	Staff	Planned to explore this project in the
Office, WES, and Public Health to	n la	Spring. Was delayed to do COVID-19.
develop a joint flyer and/or webpage for disposal of unwanted	n/a	
medication and sharps.	n/a	
<b>4</b> green cleaner presentations.	Event goers	1 green cleaner presentation. 4 planned
- green eleaner presentations.	Event goers	Spring events cancelled due to COVID-
	In-person	19.
	F	
	4x/yr	
300 Green cleaner booklets	Event goers	464 green cleaner booklets distributed.
distributed.		
	In-person	
	Throughout year	
1 or more Facebook or Twitter posts	Online users	<u>1</u> Facebook post
promoting the use of green cleaners		
and/or the proper disposal of toxics.	Online	
	1 x hur	
Information on Metro South's	1x/yr Staff	Can soo Paquela Danat list hara
Hazardous Waste Facility included	Stall	Can see Recycle Depot list <u>here</u> . Can see website <u>here</u> .
on our Recycle Depot list and	n/a	Call see website <u>nere</u> .
website.	17.0	
website.	n/a	
<b>150</b> Healthy and Safe Metro coupon	Event goers	283 coupon booklets distributed.
booklets distributed.		
	In-person, mail	
	Throughout year	
Information on Drug Take Back	Staff	Can see Recycle Depot list <u>here</u> .
boxes included on our Recycle		Can see website <u>here</u> .
Depot list and website.	n/a	
	,	
	n/a	

<b>50</b> Clackamas River Water Providers "How to Properly Dispose of	Event goers	66 "How to Properly Dispose of Unwanted Medication" brochures
Unwanted Medication" brochures distributed at community events.	In-person	distributed.
	Throughout year	
<b>50</b> Metro "Safe Disposal of Medical Syringes" distributed at community	Event goers	54 Metro "Safe Disposal of Medical Syringes" brochures distributed.
events.	In-person	
	Throughout year	

# Regional Service Standard: Multifamily Residential

*Instructions: Describe how you met or exceeded the multifamily recycling minimum service standard.* 

Our multifamily recycling program accepted, and continues to accept, all of the materials outlined in Metro Code Chapter 5.10.230(b), including mixed recycling and glass bottles and jars. In addition,

- Multifamily communities can add yard debris service for an additional fee; and
- We assisted multifamily property managers in getting used motor oil picked up when found onsite.

We further met or exceeded the recycling minimum service standard as follows:

- Multifamily communities had no-less-than weekly collection (with the occasional exception for some compactors and the occasional glass carts that are less than half full).
- We conducted site evaluations of multifamily communities on a drop-in and pre-scheduled basis to confirm the presence of bins for all streams, as well as to provide technical assistance (annual goal: 100+ communities; 164 communities received waste reduction and/or recycling info/resources/assistance).
- We provided signage and/or decals to clearly mark collection bins and enclosure areas to **65** multifamily communities.
- We collaborated with collectors and property managers to start mixed recycling and/or glass service at **12** communities that were missing service (most typically lacking a glass cart); we then helped educate residents.
- Some multifamily communities started (or continued) food scrap collection (some on commercial routes, others on residential yard debris routes where food is permitted).

# Multifamily Outreach and Education

Instructions: Using the table below, demonstrate how you met the multifamily outreach and education minimum service standard. Include any outreach that exceeds the minimum standard.

PLAN TASKS		REPORTING
Content	Audience	Comments
	Distribution Method	

Frequency	
All waste	
generators	
At least 4x/yr	
All county addresses Mail 3x/yr	<ul> <li>ClackCo Nov 2019</li> <li>1 depot list</li> <li>1 recycle guide</li> <li>1 article about recycling system</li> <li>1 ESWL ad</li> <li>1 CREP ad on plastic bags</li> <li>1 Inclement weather reminder</li> <li>1 article on eliminating school cafeteria waste</li> <li>1 article about waste reduction at Leaders in Sustainability businesses</li> <li>ClackCo Feb 2020</li> <li>1 article and 1 ad on opened Library of Things</li> <li>1 article on local businesses taking steps to reduce food waste</li> <li>1 Oregon E-Cycles ad</li> <li>1 article on the bag ban</li> <li>1 ad and 1 article promoting the Master Recycler course</li> <li>1 article about Oregon Green Schools</li> <li>ClackCo May 2020 (4 planned paged cut to 1.5 due to COVID)</li> <li>1 Earth Day article with link to online list of Earth Day activities to practice safely at home during COVID</li> <li>1 article about Repair Fair volunteers</li> <li>The following items were pulled at the last minute from the May 2020 ClackCo due to COVID:</li> <li>1 ad promoting our event recycling program</li> <li>2 articles on our AmeriCorps members</li> <li>A Recycle or Not matching game, article, and promotion of the Instagram account</li> </ul>
	generators At least 4x/yr All county addresses Mail

		<ul> <li>Second depot list</li> <li>Second recycle guide with updated Recycle or Not language</li> </ul>
Clackamas County Fair - topics include • Recycle right	Fairgoers	Clackamas County Fair 2019: Interacted with 1,981 people on topics of recycling, green
<ul> <li>Reuse/repair</li> <li>Eat Smart, Waste Less</li> </ul>	In-person	cleaners, preventing wasted food, repair fairs, and water conservation.
Green cleaners	1x/yr	
Water conservation     Recycle Guide and Depot List available	Online users	Recycle Guide and Depot List available to all
online in the following languages:	Online users	online at
• English	Online	https://www.clackamas.us/recycling/recycleguid
Spanish		<u>e.html</u>
Russian*	Throughout	
<ul> <li>Vietnamese*</li> </ul>	the year	
<ul> <li>Simplified Chinese*</li> </ul>		
Korean*		
• Thai*		
(* Recycle Guide available but not Depot		
List) Multifamily-targeted Recycle Guide	Residents at	<b>4,010</b> recycle guides given to multifamily
	multifamily	communities
NOTE: When recycle guides are provided	communities	
specifically for multifamily audiences we use a		
version that promotes reuse in the space	In-person	
allotted to yard debris guidance in the guide		
for single-family residents. Yard debris / composting service is extremely uncommon in	As needed	
multifamily communities in Clackamas County		
and not a part of the minimum service		
standard. Multifamily communities with on-		
site yard debris bins for residents' use receive a Recycle Guide with yard debris instructions.		
One community or media event to	All waste	
promote waste prevention, reuse,	generators	
recycling, or composting.	0	
	Annually	
ClackCo Quarterly	All county	ClackCo Nov 2019
• 1 article about the recycling	addresses	1 depot list     1 regula guida
system and/or relevant recycling news	Mail	1 recycle guide     1 article about recycling system
• 1 ad/article addressing CREP		<ul> <li>1 article about recycling system</li> <li>1 ESWL ad</li> </ul>
identified focus items and	3x/yr	<ul> <li>I CREP ad on plastic bags</li> </ul>
RecycleorNot		<ul> <li>1 Inclement weather reminder</li> </ul>
• 1 article promoting reuse		
• 2 Recycle Guides		

	1	T
• 1 Depot List		1 article on eliminating school cafeteria
• 1 ad for Bottle Drop		waste
• 1 ad on Paint Care		• 1 article about waste reduction at Leaders in
• 1 ad on Oregon E-Cycles		Sustainability businesses
• 1 ad promoting ESWL		
<ul> <li>1 ad promoting the Master</li> </ul>		ClackCo Feb 2020
Recycler course		1 article and 1 ad on opened Library of Things
• 1 ad educating about HHW		Things
disposal		• 1 article on local businesses taking steps to
• 1 ad/article about multifamily		reduce food waste
recycling		1 Oregon E-Cycles ad
• 1 article with Business examples		• 1 article on the bag ban
of waste prevention, reuse,		• 1 ad and 1 article promoting the Master
recycling and toxics reduction		Recycler course
<b>1</b> ad/article with Business food waste		1 article about Oregon Green Schools
reduction information		ClackCo May 2020 (4 planned paged cut to 1.5
		due to COVID)
		• <b>1</b> Earth Day article with link to online list of
		Earth Day activities to practice safely at
		home during COVID
		<ul> <li>1 article on COVID and garbage/recycling</li> </ul>
		service
		<ul> <li>1 ad on HHW disposal</li> </ul>
		<ul> <li>1 article about Repair Fair volunteers</li> </ul>
		The following items were pulled at the last
		minute from the May 2020 ClackCo due to
		COVID:
		• 1 ad promoting our event recycling program
		• 2 articles on our AmeriCorps members
		• A Recycle or Not matching game, article, and
		promotion of the Instagram account
		Second depot list
		• Second recycle guide with updated Recycle
		or Not language
Clackamas County Fair - topics include	Fairgoers	Clackamas County Fair 2019: Interacted with
Recycle right		1,981 people on topics of recycling, green
Reuse/repair/textiles	In-person	cleaners, preventing wasted food, repair fairs,
Eat Smart, Waste Less		and water conservation.
Green cleaners	1x/yr	
Water conservation		
Provide waste reduction and recycling	Multifamily	
educational and promotional information	residents	
designed for and directed toward the		
residents of multifamily dwellings.		
Reminding residents of the opportunity		

to recycle, including the types of materials accepted and the proper preparation of the items. Give waste reduction and recycling	As frequently as necessary to be effective in reaching new residents and reminding existing residents Multifamily	The following resources were provided at <b>164</b>
<ul> <li>resources:</li> <li>Recycle guides/depot list</li> <li>Recycle magnet</li> <li>Reusable recycling bags (750 bags)</li> <li>Brochures (HHW, sharps, film, paint, etc.)</li> <li>directly to residents during community events or via property managers at move-in and at lease renewals at 150+ multifamily communities.</li> </ul>	residents In-person As requested, as needed	<ul> <li>and the following resources were provided at 104 multifamily communities:</li> <li>4,010 recycle guides</li> <li>1,236 magnets</li> <li>2,144 bags</li> <li>1,555+ waste reduction or recycling brochures</li> </ul>
<ul> <li>Attend at least <b>30</b> Multifamily</li> <li>Community Events <ul> <li>Door-to-door (D2D) outreach</li> <li>Presentations (Reduce-Reuse-Recycle, ESWL, Green Cleaners, etc.)</li> <li>Tabling at pool parties</li> </ul> </li> <li>Other community events</li> </ul>	Multifamily residents In-person Throughout the year	<ul> <li>We participated in the following events* at 20 multifamily communities:</li> <li>5 D2Ds</li> <li>Presentations <ul> <li>10 recycling</li> <li>2 ESWL</li> <li>1 green cleaner</li> </ul> </li> <li>Tabling <ul> <li>4 recycling</li> <li>1 ESWL</li> </ul> </li> <li>2 Door hangers <ul> <li>1 Movie screening</li> </ul> </li> <li>*COVID-19 cancelled Spring outreach events.</li> </ul>
Update signage and stickers in recycling areas to indicate accepted items and proper bins at <b>50+</b> multifamily communities.	Multifamily residents and staff In-person Throughout the year	We updated signs and/or stickers at <b>65</b> multifamily communities.
Provide waste reduction and recycling educational and promotional information designed for and directed toward multifamily property owners and managers.	Multifamily owners and managers	

	At least	
	annually	
Multifamily Property Manager Mailer –	All	Our multifamily property manager/owner mailer
reminder about Opportunity to Recycle	multifamily	was sent to <b>616</b> multifamily communities.
requirements and service standard,	property	
resources/services offered, etc. sent to		
	managers and owners	
<b>500+</b> multifamily communities' billing		
addresses and site address (if on-site	on file	
office).	Mail	
	Annually	
Quarterly multifamily property manager	Multifamily	Quarterly multifamily property manager e-
e-newsletter - deliver to 250+ email	property	newsletter was delivered to 276 email addresses
addresses – includes waste reduction and	managers	(opened by <b>159</b> at <b>149</b> communities). Links:
recycling reminders, hints, and tips	and owners	
(content can be copied and used in		Summer/Fall 2020
community newsletters to residents).	Electronic	Special COVID-19 Community Resources
	(MyEmma)	Edition
		Spring/Summer 2020
	Quarterly	Winter/Spring 2020
		• Fall/Winter 2019
		<u>· · · · · · · · · · · · · · · · · · · </u>
Provide technical assistance and/or	Multifamily	We worked with <b>110</b> multifamily communities
resources to <b>50+</b> multifamily	property	that had not received assistance in the past two
communities that have not received	managers	years.
assistance in the past two years.	and owners	years.
	In-person	
	Throughout	
	the year	
Outreach and Education that Exceeds	the year	
the Minimum Service Standard		
Pilot MF grading system – provide	Multifamily	We provided scores to <b>55</b> multifamily
feedback in letter grade form to property	property	communities, and included the rubric to 616
managers/owners of <b>20+</b> multifamily	managers or	multifamily communities via the annual mailer.
communities about the effectiveness of	owners	
their recycling system based on a number		
of factors from enclosure location,	Mail;	
cleanliness, signage, education, etc.	In-person	
	Pilot (1x/yr)	
Plastic Film Collection – when a property	Multifamily	We provided collection bins for plastic film and
manager is interested, set up a collection	property	wrap to <b>5</b> multifamily communities. We also
bin for plastic film that	managers,	

staff/residents/Green Team can then	owners,	provided <b>450</b> film flyers to <b>17</b> multifamily
take back to a store for recycling. <u>NOTE:</u>	residents	communities.
outreach and education around plastic film		
take-back opportunities may be shaped by the	In-person	
potential statewide plastic bag ban and		
retailer reactions to a ban	Throughout	
	the year	
Track and ensure equitable assistance to	Multifamily	In the last two years, we have worked with 80%
low-income communities as identified by	property	(47/59) of low-income communities.
the state "Affordable Housing Inventory	managers,	Comparatively, we have worked with 40%
in Oregon" database.	residents	(246/618) of total multifamily communities
		(excluding those with single family accounts) in
	In-person	the same time period.
	Throughout	
	the year	
Multifamily workshop/forum - promote	Multifamily	Due to COVID-19, our April 23 <sup>rd</sup> event was
technical assistance, services, and	property	modified to a Zoom call. <b>4</b> property managers
resources for staff and residents at 1+	management	RSVP'd, but only <b>2</b> participated (representing <b>5</b>
local or multi-jurisdictional gathering, like	companies,	communities).
green business gatherings; brainstorm	portfolio	
MF solutions (bulky waste, waste	managers,	
reduction, education, etc.).	and property	
	managers	
	In-person	
	1x/yr	
Promote reuse (book exchange, swap	Multifamily	Due to COVID-19, swap events and donation
event [one-time or ongoing], garage sale,	property	could not be encouraged during the usual Spring
off-site donation vs disposal, etc.) at 50+	managers	outreach. Despite this, reuse was encouraged at
multifamily communities.		32 multifamily communities.
	E-newsletter;	
	In-person	
	Throughout	
	the year	
Promote Repair Fairs – send emails to	Multifamily	Promotional flyers for <b>5</b> repair fairs were
local multifamily communities about 3+	property	emailed to 95 property managers at multifamily
upcoming repair fairs in their	managers	communities within the vicinity of the events.
neighborhood (info/flyers provided to		
share with residents).	Email	
	Throughout	
	the year	

Share regional multifamily contacts flyer	Multifamily	The regional multifamily contacts flyer was
in <b>1+</b> quarterly multifamily property	property	shared in all <b>4</b> quarterly multifamily property
manager e-newsletter.	managers	manager e-newsletters.
	E-newsletter	
	At least 1x/yr	
Recruit and train an AmeriCorps member	Multifamily	Our AmeriCorps Member conducted site visits at
to collaborate with, and deliver	property	64 multifamily communities, provided resources
resources/services (including 10+	managers,	to <b>14</b> , and participated in events at <b>4</b> . Due to
presentations or interactive events about	owners,	COVID-19, scheduled multifamily events were
Reduce-Reuse-Recycle, ESWL, Green	residents	cancelled and Spring outreach was eliminated.
Cleaners) to <b>25+</b> multifamily communities		
located in target census tracts (high-	In-person	
density low-income or non-English		
speaking).	Throughout	
	the year	

# Regional Service Standard: Businesses

*Instructions: Describe how you met or exceeded the business recycling minimum service standard.* 

Each jurisdiction in Clackamas County offers at-least-weekly collection of commercial mixed recycling (including paper, cardboard and plastic bottles, jugs, and round containers (6 oz. or larger), and metal cans) and glass recycling as standard for cart and container service.

# Business Outreach and Education

Instructions: Using the table below, demonstrate how you met business outreach and education minimum service standard. Include any outreach that exceeds the minimum standard.

PLAN TASKS			REPORTING	
Content	Audience	Distribution Method	Frequency	Comments
Provide information regarding waste prevention, reuse, recycling, composting ClackCo Quarterly • 1 article about the recycling system	All existing waste generato rs All county addresse	Mail	At least 4x/yr 3x/year	ClackCo Nov 2019 - 1 depot list - 1 recycle guide
<ul> <li>and/or relevant recycling news</li> <li>1 ad/article addressing CREP identified focus items and <i>RecycleorNot</i></li> <li>1 article promoting</li> </ul>	s			<ul> <li>1 article about recycling system</li> <li>1 ESWL ad</li> <li>1 CREP ad on plastic bags</li> <li>1 Inclement weather reminder</li> <li>1 article on eliminating school cafeteria waste</li> </ul>
reuse 2 Recycle Guides 1 Depot List 1 ad for Bottle Drop 1 ad on Paint Care 1 ad on Oregon E- Cycles 1 ad promoting ESWL				<ul> <li>1 article about waste reduction at business certified as Leaders in Sustainability</li> <li>ClackCo Feb 2020</li> <li>1 article and 1 ad on opened Library of Things</li> <li>1 article on local businesses taking steps to reduce food waste</li> </ul>
<ul> <li>1 ad promoting the Master Recycler course</li> <li>1 ad educating about HHW disposal</li> <li>1 ad/article about multifamily recycling</li> </ul>				<ul> <li>1 Oregon E-Cycles ad</li> <li>1 article on the bag ban</li> <li>1 ad and 1 article promoting the Master Recycler course</li> </ul>

				· · · · · · · · · · · · · · · · · · ·
• 1 article with				<ul> <li>1 article about Oregon</li> </ul>
Business examples				Green Schools
of waste prevention,				
reuse, recycling and				ClackCo May 2020 (4 planned
toxics reduction				paged cut to 1.5 due to COVID-19)
• 1 ad/article with				- 1 Earth Day article with link
Business food waste				to online list of Earth Day
reduction				activities to practice safely
information				at home during COVID-19
information				- 1 article on COVID-19 and
				garbage/recycling service
				- 1 ad on HHW disposal
				- 1 article about Repair Fair
				volunteers
				The following items were pulled at
				the last minute from the May 2020
				ClackCo due to COVID-19:
				- 1 ad promoting our event
				recycling program
				- 2 articles on our
				AmeriCorps members
				- A Recycle or Not matching
				game, article, and
				promotion of the Instagram
				account
				- Second depot list
				- Second recycle guide with
				updated Recycle or Not
Dill to a star star star star			1 1	language
Bill Insert or post card	Garbage	Mail and/or	1x/yr	Postcard to all addresses within the
providing recycling	customer	electronic		county (residential, multifamily,
information.	S	bill insert		and business), May 2020
Recycle Guide and Depot	New and	Mail and/or	1x/yr	Recycle Guide and Depot List
List provided to all collectors	existing	electronic		available to all <u>online</u> .
for distribution to new	garbage	bill insert		
customers as stated in our	customer			2,000 Recycle guides printed and
Code/Administrative Rules.	S			given to haulers
Recycle Guide and Depot				
List also available <u>online</u> .				Audited city and collector
Recycle Guide and Depot				webpages for provided information
List available in the				on garbage and recycling.
following languages:				Continued work on project delayed
<ul> <li>English</li> </ul>				due to COVID-19.
Spanish				
<ul> <li>Russian*</li> </ul>				
<ul> <li>Vietnamese*</li> </ul>				
	I	l	I	1]

<ul> <li>Simplified Chinese*</li> <li>Korean*</li> <li>Thai*</li> <li>(* Recycle Guide available, but not Depot List)</li> </ul>				
<b>10+</b> Social media posts (Facebook, Instagram, Twitter, Nextdoor) about recycling, waste reduction, deposit containers, green cleaners, ESWL, FWSWM, etc.	Online users	Online	Throughout the year	<ol> <li>Facebook post about deposit containers,</li> <li>Facebook posts about plastic bags/wrap (1, 2),</li> <li>Facebook posts about recycling contamination from take-out containers (1, 2, 3, 4),</li> <li>Tweets about recycling contamination from take-out containers.</li> <li>Facebook post about wasting less food,</li> <li>Facebook, 5 Tweets, and 5 Nextdoor posts about opportunities and resources to reduce waste and encourage reuse (1, 2) or Repair Fairs</li> <li>video promoting the Library of Things.</li> <li>Facebook posts promoting the use of green cleaners and/or proper disposal of toxics.</li> <li>Facebook posts, 5 Tweets promoting Leaders in Sustainability and the achievements they accomplished to received certification (1,2,3,4,5),</li> <li>Facebook post on donations to food assistance programs</li> </ol>
5+ Print media ads (chamber ads, local newspaper ads, community newsletters, etc.) about waste prevention, recycling, and program resources/services.	Commun ity members	Print	Throughout the year	3 Green Living Journal ads Boones Ferry Messenger Dec 2019 Gladstone City Newsletter Feb 2020 Planned Spring outreach held off due to COVID-19.
Quarterly e-newsletters featuring topics such as recycling right, learning from peers, news articles, and employee engagement - deliver to <b>300+</b> email addresses	Workplac es	Email	Quarterly	Sept 2019 (General business audience – 340 received, 41% open rate) - Promotion of waste reduction practices achieved by 9 recent Leaders in Sustainability

- Employee engagement
through participating in
The People's EcoChallenge
<ul> <li>Energy conservations</li> </ul>
training opportunities
- Electric Vehicle Fair in LO
- David Alloway America has
a recycling problem video
October 2019 (Food
Establishments – 500 received,
33% open rate)
- Promotion of free
assistance and resources
- Food waste reduction
success story at grocery
business
<ul> <li>Upcoming food waste</li> </ul>
requirements
- ETO workshop for
restaurants
<ul> <li>Attributes study findings on</li> </ul>
disposable packaging
Dec 2019 (General business
audience – 360 received, 36% open
rate)
- Promotion of waste
reduction/sustainability
practices achieved by 6
recent Leaders in
Sustainability
- Holiday recycling
contamination
<ul> <li>RoN website and game</li> </ul>
- Information on bag ban
and straws by request
policy
- OASE Internship
opportunity
Feb 2020 (General business
audience – 360 received, 41% open
rate)
- Promotion of waste
reduction/sustainability
practices achieved by 4
recent Leaders in
Sustainability

				<ul> <li>Promotion of our business- to-business learning from peers coffee time.</li> <li>March 2020 (Food Establishments and General Business Audience– 1,375 received, 42% open rate)         <ul> <li>COVID updates on garbage and recycling service</li> <li>Donation of surplus food / promotion of food</li> </ul> </li> </ul>
				<ul> <li>assistance programs</li> <li>Update on policy delay</li> <li>COVID-19 business resources</li> <li>Sustainable actions while working from home</li> <li>May 2020 (General business</li> </ul>
				<ul> <li>audience - 1,000 received, 46%</li> <li>open rate) <ul> <li>Who's Open? Map</li> <li>Guidance on reopening</li> <li>Sustainability in a time of COVID</li> <li>Take-out containers are trash / RoN website and game promotion</li> </ul> </li> </ul>
				June 2020 (General business audience – 1,350 received, 35% open rate) - Small Business Relief Grants - Reopening resources - Garbage and Recycling Guidance - Free Support - Styrofoam recycling art Metro South - To-go containers are trash / RoN - Employee engagement
Workplace trainings and	Workplac	In-person	By request	Plastic Free EcoChallenge - Serve Safe Reopening guidelines 16 presentations, to business staff
presentations on waste reduction, recycling right,	es			on topics covering reduce, reuse, recycle.

sustainable practice				
adoption Mailer to existing businesses, and in-person follow-up reminding businesses about BRR, resources/services offered, and benefits of waste reduction. Reach <b>200+</b> businesses that have not received assistance in past two years.	Workplac e owners/ manager s	In-person	Throughout the year	<b>365</b> businesses received a cold call visit or reminder letters that hadn't received a visit in the past two years, <b>68</b> of these were letters sent.
One community or media event to promote waste prevention, reuse, recycling, or composting.	All waste generato rs		Annually	
Clackamas County Fair, topics include: Recycle right Reuse/repair Eat Smart, Waste Less Green cleaners Waste prevention	Fairgoers	In-person	1x/yr	Clackamas County Fair 2019. Interacted with 1,981 people on topics of recycling, green cleaners, preventing wasted food, repair fairs, and water conservation.
Business to business events, topics to include: Waste reduction/prevention, recycling, certification, mentorship (Examples include Regional Green Business Gathering, Coffee talk style)	Event goers	Event	2x/yr	In March 2020 we hosted 17 organizations (representing over 1,500 employees such as Bob Red Mill, Providence Hospital, Cornell Pump, Stanley Infrastructure and others) in a workshop to discuss and share examples of single-use reduction. The feedback from all attendees was very positive and everyone left feeling empowered to do something at their organization. Due to COVID-19 our other event was postponed.
Provide a packet of educational materials that contains information listing the materials collected for recycling, the schedule for collection, the proper method of preparing	New customer s			

materials for collection, and				
an explanation of the				
reasons to recycle.				
Recycle Guide and Depot List provided to all collectors for distribution to new customers as stated in our Code/Administrative Rules. Recycle Guide and Depot List also available <u>online</u> . Recycle Guide and Depot List available in the following languages: English Spanish Russian* Vietnamese* Simplified Chinese* Korean* Thai* (* Recycle Guide available, but not Depot List)	New and existing garbage customer s	Mail and/or electronic bill insert	1x/yr	Audited city and collector webpages for provided information on garbage and recycling. Continued work on project delayed due to COVID-19. Audited collectors new customer information packets and other information mailed to customers. Continued work on project delayed due to COVID-19.
Recycle Guide, webpages, and/or Bill Insert provides information on the benefits of recycling.	New and existing garbage customer	Mail, online, in-person	Throughout the year	Statewide goals for materials management and the 2050 Vision for Materials Management in Oregon provided on our <u>website</u> .
	s; Online users			
Notification Letter to New Businesses containing information related to BRR (materials collected for recycling, free support and supplies and <u>online form</u> to request services/materials, and an explanation of the reasons to recycle).	New Business es	Mail, in- person, and email follow-up	Quarterly	We sent <b>186</b> Notification Letters to businesses, 120 of these we had never engaged with, and the other 46 had engagement longer than 2 years ago.
Update signage and stickers in recycling areas to indicate accepted items and proper bins at <b>50+</b> business properties.	Users of enclosur e	In-person	Throughout the year	We provided <b>107</b> new recycling and <b>52</b> garbage decals on outside containers in enclosure areas.
New Recycle Guide distributed.	Workplac es	In person, online download or email	Ongoing throughout the year	We distributed <b>100</b> hard copies of the Recycle Guides, Many more were emailed or downloaded from our order form to be emailed to

		staff, but we didn't track this
		number.

# Business Recycling Requirement

Instructions: Demonstrate compliance with the business recycling requirement by completing the table below.

Required Action	Local Government Program
Establish a method for ensuring business	We receive leads on new businesses from a variety
compliance with the requirement.	of sources including, city business license data, new
	account information from franchised collectors, local
	chambers and observations in the field by technical
	assistance staff. Our New Business Protocol includes
	mailing/emailing a notification letter requesting
	verification of compliance in an online survey
	(Eng/Spanish), following up via a phone call,
	reviewing survey results, and following up with
	phone verification.
Exempt businesses from compliance.	The County or a city may exempt a business that
	provides access to county technical assistance staff
	and demonstrates, in the determination of the
	County or a city that they cannot comply. At present
	there are no such formal exemptions in place.
Send notice to businesses outlining the	Clackamas County sends a New Business Letter to
requirements and how to receive assistance.	any identified new business throughout the county
	with the exception of the City of Estacada. The letter
	describes the business recycling requirements,
	directs businesses to complete an online survey to
	identify their compliance, and offers resources and
	assistance for compliance. The letter is followed up with a call to go over compliance, and reminder
	email with the same information in the initial letter.
	This notification is supplemented through
	inspections and cold calls in the field.
Enforcement method.	With the exception of Estacada, which has not
	adopted a Business Recycling Requirement, each
	jurisdiction in Clackamas County is responsible for
	enforcement. If multiple technical assistance
	attempts fail after a business is notified, then
	Clackamas County technical assistance staff prepare
	and submit information about the compliance
	situation with the county or city code enforcement
	staff, and city staff representing solid waste and
	recycling issues. For unincorporated Clackamas
	County, the county code Title 10, 10.03.145 Business

	Recycling Requirement allows for enforcement actions. At present there are no enforcement cases.
Report to Metro.	We include the number of businesses notified and compliance actions taken in our Annual Report as
	described in AP510-Section 4.

# **Revised Business Food Waste Requirement**

*Due to COVID-19, the implementation of the Business Food Waste Requirement was postponed by one year and a revised implementation plan is due to Metro in February 2021.* 

*Instructions: Please provide a brief summary of the work performed in your jurisdiction during FY 2019-20 in preparation for program implementation according to the original timeline.* 

In collaboration with our city partners, we achieved the following during 2019-2020 to prepare for the business food waste requirement:

Ordinance development and passage: Jurisdictions that had not already done so adopted the food scraps collection requirement for businesses during the first part of the 19-20 FY.

Implementation planning: We developed an implementation plan approved by city partners and with input from our franchised garbage and recycling collection companies.

Staffing: In anticipation of the upcoming work we hired Carlina Arango as a sustainability analyst to join our business outreach team with a focus on commercial food scraps collection. Carlina is a fluent Spanish speaker and writer.

Outreach and education materials: Working with regional peers and within our own team we continued translating and revising materials including leave-behinds and notification letters.

Data tracking: We participated in and supported the ongoing development and testing of data collection for our Salesforce database and reporting elements for Metro.

# II. Business Technical Assistance and Outreach

# **Business Recycling Requirement**

## Administrative Information—Expenditures and Staffing

Instructions: Provide overall Recycle at Work expenditures to date and Metro Recycle at Work funds spent for the current program year (July 1 through June 30). List staff working on Recycle at Work, FTE, and source of funding for staff (Metro or local government).

#### Recycle at Work (RAW) Expenditures (Including Commercial Organics Funds and Expenses)

Labor: FY 19-20 Salaries & Benefits Costs Apportioned to RAW,	
Based on Actual Staffing	\$237,284
Overhead Costs Associated with RAW Labor	\$85,422
Mileage / Fleet (est.)	\$4,500
Program Expenses - Resources & Materials (resources,	
publications, marketing, decals, commercial food carts)	\$21,620
Total	\$350,826

#### **RAW Funding**

Metro Regional Recycle at Work Funds	\$147,289
County Funds	\$203 <i>,</i> 537
Total Funding deployed for RAW	\$350,826

#### **Recycle at Work Labor Details**

Program	Title	RAW FTE	Months	Labor Cost	Funding
Staff				(FTE x Fraction	Source
				of Year x	
				Annual Salary	
				& Benefits)	
Eben Polk	Supervisor	0.05	12	\$18,380	County
Kelly	Sr. Sustainability				County /
Stewart	Analyst	0.4	12	\$60,341	RAW
Carlina	Sustainability				
Arango**	Analyst	0.25	6	\$15,850	County
	Sustainability				Recycle At
Alex Mihm	Analyst	0.75	12	\$79,083	Work
Nancy	Sustainability				Recycle at
Nordman*	Analyst	0.48	12	\$30,587	Work
Emily	Sustainability				County /
Murkland**	Analyst	0.15	12	\$18,525	RAW
Jaylen	Sustainability				Recycle at
Schmitt*	Analyst	0.48	5.5	\$14,519	Work

\$237,284

**Total Adjusted FTE: 2.175** (FTE x Fraction of Year, Summed)

\*=temporary status—some accrued sick and vacation time is awarded but value not included here \*\*=COVID response. With the mandate and distance to transfer payments postponed, staff time for Carlina and Emily was directed to business technical assistance through our Emergency Operations Center, and to supporting food donation efforts connecting businesses, emergency food providers, community based organizations, and County emergency food programming

NOTE: this table does not include expenditures for our schools program, though some technical assistance for schools is similar to workplace (RaW) technical assistance. Schools work is valued around \$150,000 including labor, overhead, and program expenses.

#### **Technical Assistance Report**

*Instructions: Attach an Excel spreadsheet that includes the following information related to businesses assisted during the current program year (July 1 through June 30):* 

- Name and address of business.
- Type of assistance (resources delivered, onsite assistance, or phone/email).
- Dates of assistance.

#### **Compliance Actions Taken**

Instructions: Provide the number of businesses that received code enforcement actions for noncompliance with the Business Recycling Requirements during the current program year (July 1 through June 30).

There were no compliance actions taken within Clackamas County in FY 19-20.

#### Narrative

*Instructions: Provide a narrative on the successes and challenges of the business assistance program.* 

As is typical, this year staff sought out and encountered businesses that were not aware of or set up with recycling or meeting BRR requirements. We continue to share these details with new/ongoing businesses, verify compliance, and address gaps where noticed to bring them into compliance. For some larger corporations additional measures seem necessary, especially with the state of the markets and need for clean materials—this might include warning letters, elevated compliance conversations with regional managers, or in future, enforcement actions.

Our approach spending some of our time in the field visiting businesses proactively yields results. With thousands of businesses subject to BRR and constant change and turnover in systems, it is not surprising that ongoing outreach makes a difference in minimizing contamination and supporting recovery. We occasionally encounter businesses where recycling service is incomplete—these may be new businesses where services are lost in the shuffle, a new manager has ignored the service, proper containers have been misplaced, repurposed or lost, or simply needed education. For example, we encountered some businesses who were only recycling cardboard, such as Clackamas Town Center, Wilco, Builders First, and an industrial areas off International Way. We found others that lacked a glass container or cart and didn't know this was an option or containers that were poorly labeled causing confusion for staff using

the bins. We noticed an increase in requests for information and staff trainings to clarify which materials are accepted in recycling, and confusion around which materials are allowed.

#### Leaders in Sustainability Recognition

The Leaders in Sustainability program continues to provide us with an opportunity to work in depth with an organization, build relationships, and help advance adoption of sustainable practices. We continue to search for ways to attract more businesses into the program and enhance our mentorship program for businesses to learn from each other. The program focuses on topics such as policy and employee engagement, materials management, water and energy conservation, transportation and community engagement. Businesses have used the process to create and build a green team, provide a structure to embed sustainable practices into the way they do business and culture, expand their sustainability effort beyond Clackamas County to other offices across the region/country, market their work in a competitive marketplace, and brought more collaboration to large organizations.

Near the end of FY 2019-2020 we initiated an update to our Leaders in Sustainability certification. Among several updates and improvements was the addition of several practices for businesses to promote diversity, equity and inclusion.

There are current **42** certified businesses representing over 4,100 employees in the county. A similar number of businesses are working on the certification checklist. We continue to hear from businesses they appreciate the value of the certification, local recognition, opportunities to learn from other businesses, a set of practices to guide their efforts, and support from advisors. The checklist helps them identify what they have already accomplished, identify low hanging opportunities and create a plan for continuous improvement.

#### **Annual Outreach Plan**

Instructions: Complete the following table listing all tasks from your jurisdictions' approved FY 2019-20 plan, notes regarding implementation/completion of the task including changes from the original plan. Include quantitative data when possible.

Recycle at Work Annual Outreach Plan		Reporting	
Target audience, goals, and outreach strategy	Planned Efforts	Completed Efforts/Notes	
Government Facilities (required)	Continue advocating for additional waste prevention activities in intern operations.		
	<ul> <li>Update new-hire orientation training materials, including to develop and deliver a 10- minute presentation that includes guidance and best practice information.</li> <li>Ensure internal Business Recycling Requirement compliance, updating signage</li> </ul>	<ul> <li>HR has relevant information that they include and distribute in new hire packets. The intranet has updated content as well.</li> <li>The buildings observed during this fiscal year were BRR compliant. We also provided updated signage in areas that were needed and presented on</li> </ul>	

at waste stations and recycling centers, as needed. <ul> <li>Actively promote recycling refresher trainings at staff meetings.</li> </ul>	<ul> <li>recycling and sustainability at these locations:         <ul> <li>Transportation &amp; Maintenance</li> <li>(6 presentations to 130+ total DSB employees)</li> <li>Presentation to 20 managers and team leaders covering recycling basics, and best practices our department accomplished in getting certified, along with green practices staff are required to follow.</li> <li>Water Environment Services</li> <li>(50 people)</li> </ul> </li> </ul>
Continue working with Facilities staff to maximize waste-reduction and recovery opportunities in county operations, including reviewing and discussing recycling access options for new construction and renovations.	<ul> <li>Our team continues to support Facilities staff (Sheryl Hall) dedicated to recovery of materials and waste reduction opportunities. We help Sheryl deploy and update recycling signage in facilities and collection containers for items such as batteries. Sheryl also recommends alternatives to building occupants. Facilities continues to replace paper towel dispensers with newer models that generate less paper towel waste. In this capital budget Facilities proposed (but funding was deferred) installation of a series of water bottle filling stations in a handful of buildings.</li> </ul>
<ul> <li>Continue educating County employees about recycling, toxics reduction and waste prevention through the Wellness, Safety and Sustainability Fair and other all county communications.</li> <li>Reach <b>300</b> county employees at our Wellness Fair table</li> </ul>	<ul> <li>The Wellness, Safety, and Sustainability fair was canceled due to COVID-19, however, in April 2020 we honored 50 years of Earth Day by sharing over <u>50</u> actions in our weekly updates to all staff that individuals can take to make a difference. Every week, from April on, sustainable actions were featured for staff to try out. Finally, our County Administrator asked for employee feedback on streamlining operations and improve efficiencies and one suggestion they received included going paperless. Already one department has seen over \$500,000 savings from going paperless.</li> </ul>
Continue developing stronger relationships with cities within	<ul> <li>Through the Food Scraps Requirement process we strengthened our connections with Clackamas County Recycling Partnership cities within the</li> </ul>

New Businesses	<ul> <li>the county and other government agencies.</li> <li>Work with cities to keep their education materials (on the web and print) and new hire onboarding materials current.</li> <li>Encourage more government agencies and departments to participate in Leaders in Sustainability (LiS) with a goal to get one city, department or other government facility (such as H3S Clackamas Fire, or NCPRD) to become LiS certified.</li> <li>Provide assistance to over 700 new agencies.</li> </ul>	<ul> <li>Metro district. We met monthly and shared information, renewing communication channels on upcoming projects such as the food waste requirement, rates, RWP vision, MF projects, and more.</li> <li>Milwaukie and Wilsonville updated recycling and waste reduction information on their websites. We will continue working with the others to maintain updated info.</li> <li>Clackamas Counties Department of Transportation and Development certified at the Gold level in august 2019. Other departments are interested in certification and we look to get basic requirements embedded into county policy as a starting point for the entire county to be certified.</li> </ul>
	<ul> <li>Lead generation and partnership building – maintain a stronger network of leads that help us find out about new businesses.</li> <li>Continue working with our partners (Collectors, Cities, Health Department, Internal Permits Department, and Chambers of Commerce) to identify new businesses. Mail letters and provide direct outreach to these businesses identified.</li> </ul>	businesses through our partners. A better system has been established with several of our cities, collectors, and internal Design Review/Certificate of Occupancy process on being informed of new businesses. All of these businesses received a letter from us - <b>120</b> received our New Business Notification letter and the other <b>68</b> received a reminder letter about
	<ul> <li>Collaborate and develop information to include in</li> </ul>	<ul> <li>Business Recycling Requirements and our services and support. Overall, we verified BRR compliance at <b>475</b> businesses – new and existing.</li> <li>We sent information about BRR and our assistance to <b>10</b> Clackamas County</li> </ul>

0	, 0	<ul> <li>Area Chambers in May 2020 reminding them of our support to businesses.</li> <li>Additionally, we are in the process of auditing city and collector webpages for information on garbage and recycling, however this project was delayed due to COVID. One city and one collector updated their webpage/ agreed to link to our updated requirements webpage.</li> <li>We continue to stay connected and</li> </ul>
	partnerships with organizations (examples including Energy Trust of Oregon, water providers, CCC Small Business Program) to help identify new leads.	meet frequently with Environmental Health, Economic Development, WES, Clackamas River Water Providers, ETO, PGE, and other Energy Service contractors. We realize this collaboration is important because we are often working with the same businesses and can leverage our messages across each other. For example, a few years ago an ETO contractor reached out to us to see if we could get "in" with a large energy user because they were unsuccessful. We were able to connect with the facilities manager of this business, build a relationship, and refer them to the energy program. This business recently certified as a Leader in Sustainability at the Gold level in May 2020.
		Additionally, our teams involvement in COVID-19 Emergency Operation Center response has helped strengthen our connections to programs that support businesses. We are collaborating more with Economic Development coordinators at and across the county, working out arrangements with MESO to provide information on our support at their Business Series and Open Houses for underrepresented businesses, and have more information sharing with CCC and Clackamas WorkSource Partnership, which has helped us share resources with businesses.

	ο	Existing business education	I		1
	0	efforts –	0	One city includes extensive BRR details	
		<ul> <li>Work with the cities to include information in the business license renewal processes or other avenue annually.</li> </ul>	0	in their packet, and two others include a check box for BRR on their business license application. We also receive complete business license lists annually from 4 cities. We hope to integrate BRR information into some of the renewal processes next year.	
		<ul> <li>Maintain or reestablish relationships with large generators/ PMs to educate staff and keep recycling streams clean. Provide them with free technical assistance and resources.</li> </ul>	0	We provided assistance to <b>22</b> businesses with over 200 staff including DWFritz, FLIR Systems, Mentor Graphics, Pacific Seafood, Kaiser and Providence Hospitals, and more. In total these businesses represent <b>11,050</b> staff. We intended to send a mailer in April, but due to COVID-19 this effort was postponed. Additionally, we presented at a Lunch and Learn session at Shorenstein Reality, which represents 20 buildings and tenants and PMs were present.	
		<ul> <li>Target a percentage of businesses we haven't connected with in a long time about BRR and our</li> </ul>	ο	<b>365</b> businesses received a cold call visit or reminder letters that hadn't received a visit in the past two years. <b>68</b> letters were sent.	
		<ul> <li>free assistance.</li> <li>Include recycling information and our assistance in a bill insert to all commercial garbage customers.</li> </ul>	0	A postcard with recycling information and survey details was sent to all addresses within the county (residential, multifamily, and business) in May 2020. We advertised in the Green Living	
	0	Marketing efforts – target our intended audiences utilizing social media, paid and earned media advertising, mailings, partner's events, cold calling and newsletter content to draw businesses into requesting our technical assistance and providing deeper support.		Journal, Pamplin Media newspapers, posted ads on the County's social media outlets, sent <b>7</b> e-newsletters that featured topics such as Recycle or Not messages, star trash, promoted practices Leaders in Sustainability achieved, information on compostable products, and more. We had over <b>60</b> requests for resources or assistance from our web form.	
Target Businesses that are Underserved or Underrepresented (optional)					

0	Deepen relationships with organizations that work with Latino businesses and employees.	0	We have had a successful year of building partnerships with organizations serving Spanish-speaking populations since the addition of a Bilingual team member in January 2020. We are frequently attending gatherings hosted by some of these organizations (now via Zoom), and going out in the field together on occasion as well.
0	Make educational materials in other languages more accessible. This could include creating additional leave behind flyers, how-to instructional posters, trainings and recycling refreshers and short instructional videos in Spanish or other identified languages.	0	We made several advancements to having more accessible, translated materials this year. We updated our New Business Notification Letters to feature (in Spanish) what the letter is about and instruction for how to find information in other languages on our website. Our e-Newsletters also includes information on how to access information in other languages. We have begun translating our presentations into Spanish (and will have them available on video) for employee training. Additionally, we are developing these resources:
	<ul> <li>Develop a protocol for the interpreter cards and pilot their use.</li> </ul>		<ul> <li>Interpreter cards were printed on waterproof paper and each advisors carries it around with their County badge ready to be used. So far, we haven't had too many opportunities to use these cards.</li> </ul>
	<ul> <li>Add resources on the web in Spanish.</li> </ul>		<ul> <li>All county webpages are now available to be translated into 15 different languages using Google Translate. We have accessed the Google Spanish translation of some of our key pages and have independently translated a few of these for better clarity. Additionally, Our Recycling posters and guides feature 7 languages, and are able to easily be downloaded and printed from our web form.</li> </ul>

	ο	Respond to requests for assistance in Spanish.	0	We have a Bilingual message on our phone tree, and more accessible webpages this year, and were prepared to respond to requests for assistance.
Target Business Sectors, Institutions or Materials (optional)				
		Conduct 2 targeted campaigns among retirement communities, churches, or manufacturers, aiming for approximately 50 businesses each, based on specific industry types or size of organization reminding them of BRR, our services, and promote participation in LiS.		<ul> <li>We focused on supporting food assistance programs and a network of faith organizations for these campaigns. There was some cross over between the two campaigns because some food assistance programs are within churches that are part of the interfaith partners in sustainability group.</li> <li>We surveyed over <b>80</b> food assistance organizations asking them a preset list of questions, then followed up with dropping off resources such as food waste reduction materials and donation supplies to <b>13</b> organizations. Later in the year we sent a newsletter to our list of email contacts at food assistance programs with relevant information for their business segment, and reminded them of other elements of our assistance. 55% opened the newsletter and 48% clicked on the different resources provided. From this newsletter we had several organizations requested materials as a result of this effort. Our relationships with food assistance programs has strengthened during COVID-19.</li> <li>In 2018, LOSN convened an interfaith group of <b>15</b> faith based organizations whom are working to strengthen their sustainability efforts. They host quarterly meetings which we have been part of since the inception of this group. We have spent the past year building relationships with members. In May 2020, we provided an hour-long presentation</li> </ul>

	<ul> <li>on reduce, reuse, recycle, plus reviewed basic green strategies for places of worship (both during the week and on service days). Attendees received a list of links and resources such as recycle guides, order form, Find a Recycler, and Recycle or Not information). They will be forming a cohort to work on LIS certification together starting in the Fall of 2020.</li> <li>We intended to have a campaign toward retirement communities in March 2020, but COVID-19 delayed these plans.</li> </ul>
Other commercial waste prevention, or waste reduction activities (optional)	Continue to develop and grow our green business recognition program, Leaders in Sustainability
	<ul> <li>Use various media outlets to promote certified businesses, share successes and promote the program. Currently we work with our Chambers, Green Living Journal, ClackCo Quarterly newspaper, social media, video and Green Business Directory website for spotlights.</li> <li>O Create and distribute</li> <li>O We promote LiS businesses using FaceBook and Twitter, video spotlights (mash-up delayed due to COVID-19), features in our e-newsletter, and are building out testimonials and case studies for our website and leave-behinds. We featured newly re/certified list in the November issue of #ClackCo Quarterly.</li> </ul>
	<ul> <li>quarterly e-newsletters, aiming for 25% open rate.</li> <li>We distributed newsletters in September, December and February that featured LiS certified businesses. In total we sent 7 newsletters in 2019- 20 with an average open rate of 39%. In March, we increased the number of businesses we sent information to from~350 to ~1250 recipients.</li> </ul>
	<ul> <li>videos spotlighting a LiS</li> <li>business and the practices</li> <li>they adopted.</li> <li>Post success stories on</li> <li>social media channels</li> <li>We have a draft in really rough</li> <li>form. It remains in progress</li> <li>due to COVID-19.</li> </ul>

0	Business to business opportunities – o Enhance mentorship	0	This was delayed due to COVID- 19.
	<ul> <li>program amongst LiS         peers by creating more             opportunities for             businesses to             connect/learn from each             other – e-newsletter,             organize business-to-             business learning             opportunities that could             include tours or organizing             events that would             strengthen connections             between our business             leaders.         <ul> <li>Target a key business</li> </ul> </li> </ul>	0	We hosted a workshop in March 2020 that drew 17 large businesses that provided an opportunity for businesses to gather and learn from each other in an effort to reduce single-use items. Several members of the group were eager to stay connected after, and two even decided to work on alternative transportation options together as a result of their connection. Unfortunately, the regional green business gathering didn't happen due to COVID-19.
	sector and help create opportunities for that sector to work together on challenging materials or practices.	0	We had planned to convene food assistance program in FY19-20, but due to COVID-19 this effort was delayed until next year. Otherwise, a few members of the Green Manufacturers Group in Wilsonville, which we convened in 2018-19 continues to collaborate with each other on sustainability initiatives.

# **Business Food Waste Requirement**

## Administrative Information—Expenditures and Staffing

*Instructions: Demonstrate that local jurisdiction has hired staff or contractors whose primary responsibilities and duties are to provide food waste technical assistance to businesses.* 

• Provide overall business food waste assistance expenditures to date and Metro business food waste assistance funds spent for the current program year (July 1 through June 30).

To date, inclusive of FY 19-20, Clackamas County has expended at least \$517,391 in staff, overhead and program expenditures, reflecting regional food scraps funding from Metro of \$350,000 from FY 09-10 through FY 18-19, and \$167,391 in the recently completed FY 19-20.

Reflecting the fact that one new FTE for food scraps was funded for a full year but was not hired until January 2020, the County is carrying forward in reserve \$55,797 to be dedicated for food scraps staffing in the future, either to offset a reduction or to allow an additional part time staff person.

• List staff working on business food waste assistance, FTE, total labor hours funded by Metro funds and total number of businesses served.

Program Staff	Title	FOOD			Funding Source
		FTE During Months Worked	Annual Equivalent FTE (FTE x Fraction of Year)	Labor Cost	
Eben Polk	Supervisor	0.05	0.05	\$18,380	County / Metro - FOOD
Kelly Stewart	Sr. Sustainability Analyst	0.4	0.4	\$60,341	Metro - FOOD
Carlina Arango	Sustainability Analyst	0.75	0.375	\$47,549	Metro - FOOD
Alex Mihm	Sustainability Analyst	0.25	0.25	\$26,361	Metro - FOOD
Emily Murkland	Sustainability Analyst	0.6	0.6	\$74,099	Metro - FOOD
		2.05	1.675 (approx. 3,484 hours)	\$226,730	

Note: these calculations do not include use of County funds for overhead or program expense costs.

281 businesses received assistance relating to food waste in FY 19-20. If the implementation timeline for the commercial foods scraps collection requirement were not delayed, this number would have been higher. While the delay reduced the numbers of businesses seeking and receiving assistance of all kinds, including food scraps assistance, during the COVID pandemic response Emily Murkland (who was tapped by the Emergency Operations Center) and Kelly Stewart have continued meaningful work in support of food donation, both connecting businesses with emergency food providers, working with the Food Bank and other partners to source edible food for communities experiencing hunger, and continuing relationship building with emergency food providers. Carlina Arango has been tapped by our Emergency Operations Center but has maintained a focus on business technical assistance and outreach, serving as a liaison to the business community with an emphasis on businesses owned by people of color, cultural minorities, or where languages other than English are spoken heavily.

• Describe auditable accounting method for labor hours funded by Metro funds.

Clackamas County uses a labor hour accounting program called Workforce for entry of worked hours and leave time. All employees are required to use the web-based tool to account for each discrete block of time when an employee works on a particular project, program area, or contract. No later than November 2020 we will establish codes in Workforce allowing us to run detailed reports on daily and cumulative hours worked by County staff on technical assistance to implement the Business Food Waste Requirement and related work (e.g. food waste prevention and edible food donation). The codes will differentiate between work conducted with businesses within and without the Metro district boundary.

#### Narrative

*Instructions: Provide a narrative report that contains the following qualitative information:* 

• Successes: Brief narrative of program successes in providing technical assistance to businesses on food waste prevention, donation of edible surplus food and food scraps collection.

<u>Prevention:</u> We worked closely with three establishments to measure their food waste in 2019-20. These included **Rose Villa Senior Living**, **Gladstone Senior Center**, and **La Hacienda Galvan**. Rose Villa, learned how important staff engagement was, and realized the importance of keeping a closer eye on this waste to the point of hiring a person that is assigned to measure and monitor wasted food more closely. Gladstone Senior Center found there were opportunities at the salad bar and educating patrons that attend their congregate meals. We learned about La Hacienda Galvan's existing waste reduction practices, such as inquiring with customers if they want chips opposed to automatically supplying them to each table, and asking customers how many tortillas they prefer when fajitas are order, that have help them reduce the amount of wasted food. Having case study examples and an action for an organization to begin down the path of prevention is helpful because there are a lot of complexities around how to provide guidance on this topic.

<u>Donation</u>: We continue to nurture our relationships with Clackamas County food assistance programs, providing them with resources and assistance beyond our initial effort of gathering information. Last year, we provided over 600 copies of Eat Smart, Waste Less food storage fliers to food assistance programs to distribute to their clients. Additionally, COVID-19 and our assistance in the Emergency Operations Center has allowed us to engage in more collaborative ways with both food assistance programs and OFB. Working in this space for the past several years positioned us well to helping set up a distribution site to supply food to CBO's and organizations providing assistance to the most vulnerable populations. The urgency to get more food out to those in need has allowed us to continue collaboration with school districts in the county, and exploring more hub and spoke models.

We also spent a lot of this year gathering information from large food waste generators on their current donation status, and learning about the type of surplus food they may have, and willingness to participate in a donation program. We helped facilitate a donation of 200 gallons of surplus vinegar to OFB, and collaborated with Greentree Consulting, a franchised owner of McDonald's, on labeling food ready for donation so recipient pantry's better understood their dating method. Engagement with Greentree Consulting helped us identify additional McDonald's sites to be paired with local food rescue agencies, and connected us with Food Donation Connection, the consultant hired to pair chain restaurants with a local meal site, and we facilitated a discussion with FDC and our regional waste reduction partners.

We also shared information in several e-newsletters during March and May on how food establishments could donate surplus food to their local food assistance programs. Partners have

connected donors to local programs such as Willamette Egg making a large donation of surplus goods to multiple food assistance programs at the beginning of the pandemic when there were more severe supply chain issues, and businesses have helped source less expensive food for food assistance programs. We also matched Kaiser Hospital with a local food assistance program after their longtime partner stopped accepting material from them during COVID-19.

#### Food scraps collection

We had several focused efforts during FY19-20 that allowed us to engage with 96 food establishments. Our efforts included: 1) inform new establishments of requirements, 2) checkins with current participants during the more challenging summer months, 3) sending enewsletters to over 500 food establishment managers and owners, 3) tabling at Restaurant Depot, and 4) sending direct mail marketing materials. Most remaining non-participating Group 1 restaurants have shared with us they will begin a program when it is required. They were engaged and ready to implement a food scraps collection program but paused due to COVID-19.

Engagement with businesses	
Summer check-in	22
New businesses informed	21
E-newsletter (sent/opened)	500/150
Tabling at Restaurant Depot (interactions)	26
Direct Marketing to Group 1	25
Corporate and Property Manager Meetings	6
Engagement with Group 1/2/3/4	47/17/26/6
New food scraps separation participants	13

Below is a summary on the number of businesses reached during each of these efforts:

• Challenges: Brief narrative of program challenges in providing technical assistance to businesses on food waste prevention, donation of edible surplus food and food scraps collection.

<u>Prevention</u>: We continue to seek for local examples of food waste reduction practices to feature in case studies. Having these local examples is helpful for other organizations to learn from, but it's been challenging finding the leaders. Additionally, we are still navigating how to provide waste prevention strategies to an organization since food is their businesses. So far we have a soft approach in learning what a business does, and asking questions, suggesting they measure their waste but this could be perceived as time-consuming and cumbersome. We are still honing in on how we can provide assistance on food waste prevention.

<u>Donation</u>: There continues to be transportation logistics challenges for pantries operating in Clackamas County. Concerns and confusion about the safety and acceptability of prepared foods, persist and awareness of what local pantries can accept. Although the interest in a food assistance program collecting this food type exists. Because of these challenges making connections with businesses, usually restaurants, we are working with is challenging to impossible.

## Food Scraps Collection

Several communities in Clackamas County do not have service available for commercial food scraps collection yet. In these areas, we have not provided much outreach to food establishments because of this. In other parts of the county, we have engaged with the same

group of businesses since 2016, or earlier and know a good number of them are waiting for the mandate to take effect. Every year we develop opportunities for food establishments to learn more about food waste issues and the free support we offer such as workshops or free resource, but this industry is constantly faced with industry pressures, time restrictions, staffing changes, and limited overhead which limits their ability to advance their efforts..

• Participation in the activities outlined in the CWG Program Plan including committees and regional trainings.

Clackamas County is actively engaged in activities outlined in the CWG Program Plan. We have taken leading roles collaborating with OFB, and the development of donation educational collateral, and we actively participate in the planning and implementation of Plan components including hosting and promoting FWSWM events, providing input into the donation mapping tool, utilizing FRED to improve our data tracking efforts, and finding leaders to showcase food waste reduction practices. Some of these efforts are described throughout this report. We appreciate the partnerships with ORLA and WWF because we learn best practices from the industry, and their affiliation brings our information additional credibility.

# III. Cooperative Regional Priority Initiatives and Programs

# Contamination Reduction Education Plan

Describe how your jurisdiction has implemented the following outreach and education initiatives:

- Incorporated Recycle or Not messages and content into existing English and Spanish language recycling education programs and activities, including online resources and customer feedback communication conducted by local haulers ('oops' cart tags), to ensure consistency with regional contamination reduction messages.
  - 2 events checked out the Recycle of Not Master Recycler Toolkit. Additional events cancelled due to COVID-19.
  - English and Spanish recycle guides updated to reflect Recycle or Not language. View <u>online</u>.
  - An updated recycle guide with Recycle or Not language, a Recycle or Not matching game, article, and promotion of the Instagram account were all designed and planned for the spring 2020 ClackCo Quarterly, but the issue was delayed, refocused and cut back after the onset of COVID-19, so the content was not published.
- Promoted the featured contaminants: plastic bags and plastic wrap from July to December 2019 and frozen food boxes from January to June 2020.
  - CREP plastic bag ad included in <u>ClackCo Nov 2019</u>
  - We had 2 Facebook posts about plastic bags/wrap (<u>1</u>, <u>2</u>)
  - 4 Take-out container Facebook posts (<u>1</u>, <u>2</u>, <u>3</u>, <u>4</u>), 2 tweets
- Linked to and promoted the Recycle or Not English and Spanish language websites.
  - Webpage update was delayed due to COVID-19. Currently working with the county's Web Team to develop a more visual presentation of the information that satisfies both ours and Web Team desires and requirements.

## Multifamily Program Improvements

 Instructions: Describe how your jurisdiction actively participated in and committed to the design of regional signage (posters, stickers, decals) for multifamily bins.

Clackamas County supported and participated in a collaborative, regional effort to design and test regional signage for multifamily bins and recycling areas/rooms/enclosures. Our multifamily and CREW representatives, and solid waste director, met with other local jurisdictions, Metro, and Brink to cooperatively advance regional signage. We offered to support and supplement user feedback organized for residents working with Trash for Peace, by working with our local multifamily partners (key property managers and Northwest Housing Alternatives' resident service coordinators) to gather user feedback (in English and Spanish) on signage options; we supplied results to Metro.

• Instructions: Provide a brief narrative of program and technical assistance successes and challenges in the multifamily sector.

Successes:

- Our AmeriCorps Member created a 2.5 minute recycling video that is now available on our website and on the county's YouTube channel. This will be shared in an upcoming enewsletter, and has already been shared with some multifamily communities. A Spanish version will be coming.
- Prior to COVID-19, we participated in our first green cleaner group conversation with Spanish-speakers at a multifamily community. Using a popular education model, we engaged with eight adults and made safer cleaners to take home. Additional group events were requested, but unable to take place due to COVID-19.
- Albeit a very small turnout, the two property managers who participated in the modified multifamily property manager gathering provided good insight as to what a larger, virtual event may look like.
- This was our first year sharing rating scale scores. We shared grades with property managers/owners at 55 multifamily communities. In addition, one HOA president reached out to request resources after she self-scored a C; she felt they could do better.

Challenges

- COVID-19 proved to be the biggest challenge. The majority of our multifamily outreach takes place in the spring (summer events, door-to-door outreach, etc.). Furthermore, we had reached out to a few collection companies to test some bulky waste collection options, but that was abruptly curtailed due to COVID-19, as well.
- Accessing property management companies that oversee a portfolio of properties has continued to be difficult; even property managers have voiced how closed off the companies are. This fiscal year, we reached out to six companies (directly or via property managers) and three multifamily organizations, none of which proved successful.

# IV. School-Based Waste Reduction and Educational Programs

Clackamas County, in a long-standing partnership with the Clackamas County Refuse and Recycling Association, provides technical assistance and outreach and education for schools throughout Clackamas County that helps to meet state-level options under the Opportunity to Recycle Act, as do our business, multifamily and single-family / community level programs.

School Outreach, Education and Technical Assistance	Reporting	
Target audience, goals, and outreach strategy Audience: public and private schools throughout Clackamas County		Comments and Completed Efforts/Notes
Provide recycling, composting, and waste prevention/reuse technical assistance to schools throughout Clackamas County in order to increase		Provided technical assistance to 69 schools. This number would have

<ul> <li>recycling and /or composting awareness and capability among students, school staff and faculty.</li> <li>Prepare and distribute annual waste reduction packet to all schools in Clackamas County in order to provide information about how to reduce solid waste generated by schools.</li> <li>Identify waste reduction opportunities for schools.</li> <li>Identify waste reduction opportunities for schools.</li> <li>Continue to refine list of best contact at each school to receive the annual packet.</li> <li>Reach out to schools to make them aware of the recycling assistance available. Methods for reaching schools include the "Clack Co Quarterly" publication, cold calls and enewsletters.</li> <li>Provide recycling containers and signage on request.</li> <li>Provide annual yes/no recycling information to schools.</li> <li>Encourage reuse at schools. Examples include having a one-sided paper box in each classroom for students to use for note-taking or doodling, starting a Reuse Closet at the school for easy exchange of materials, hosting Halloween Costume Exchanges at schools to reduce the number of new costumes purchased, establishing a school supplies closet to organize and reuse supplies year to year.</li> <li>Assist schools with small grants for waste reduction projects, including milk dispensers</li> </ul>	Provide an equitable level of service to Title 1 schools Assist a minimum of 4 schools with the purchase of milk dispensers	been higher, but schools shut down in mid-March. Provided the following items: 123 blue bins 12 Brutes 15 bus tubs 9 clear streams 555 CS bags <b>Grants:</b> Provided approximately \$25,000 in small grants to schools. The bulk of these funds went to the North Clackamas School District to purchase milk dispensers to reduce milk and milk carton waste during school meals. <b>Equity:</b> 34% of Clackamas County's public schools are designated as Title 1. During the 2019-2020 SY, staff provided service to 23 Title 1 schools, which accounts for around 33% of the schools we worked with during the school year.
Encourage film plastic recycling through the Trex School Challenge	Educate students, teachers, and families about film plastic recycling with the duel message to keep film plastics out of the regular recycling and recycling opportunities through grocery stores. Work with schools throughout the County	<ul> <li>Statewide Trex School Challenge numbers:</li> <li>37 schools participated (16 from Clackamas County)</li> <li>15,865 pounds collected (9,348 from Clackamas County schools)</li> </ul>

	to collect and recycle a minimum of 5,000 pounds of film plastics	Clackamas County schools led the state in plastics collection, with 3 schools receiving awards: • Trillium Primary (490) • John McLoughlin Elementary (4056) • Alliance Charter Academy (1209)
Student engagement and education: We engage students through student-led activities with the Oregon Green Schools program, classroom presentations, and special projects.	Minimum of 25% participation in the Oregon Green Schools program	Just over 30% of Clackamas County schools are currently OGS certified
	Host a high school summit in the Metro area and facilitate similar summits in the Eugene and Bend areas	OGS hosted a very successful HS summit in early March of 2020 as part of the Green Schools Conference through the Center for Green Schools. Clackamas County had three schools in attendance (Lake Oswego High, Lakeridge High, and Sandy High)
	Deliver classroom presentations to 40 schools	Delivered 70 presentations in 25 schools. If the school year had not ended early, we would have delivered presentations in several additional schools • 33 climate change to 635 students • 10 composting with worms presentations • 3 food waste presentations • 14 waste audits • 10 Where is away • 11,232 student interactions

	٠	9851 unique
		students engaged

# BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF CLACKAMAS COUNTY, STATE OF OREGON

In the Matter of an Agreement between the City of Barlow and Clackamas County

ORDER NO. 88-11

Attachment C

This makter coming on at this time to be heard, and it appearing to the Board that Winston Kurth, Director of Clackamas County Department of Transportation and Development, has recommended to this Board the adoption of an Agreement between the City of Barlow and Clackamas County for the collection and disposal of solid waste in and about the City of Barlow, and the Board being fully advised;

This Board finds that it would be in the best interest of Clackamas County to enter into said Agreement, now therefore

IT IS HEREBY ORDERED that Clackamas County enter into said Agreement, copy of which is to be placed on file in the Clackamas County Office of Financial Administration with this Order Number affixed thereto, with the understanding that said Agreement is subject to all public contracting laws and the Constitution of this State.

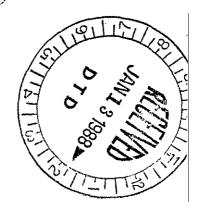
DATED this 7th day of January , 1982.

BOARD OF COUNTY COMMISSIONERS

Ed Chadquisť Chairman

Dale Harlan - Commissioner

Hooley - Commissioner



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Phillips



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9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

Campbell M. Gilmour Director

SUNNYBROOK SERVICE CENTER

#### DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

RECEIVED

JUL 2 5 2008

CITY OF DAMALCUS

#### LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Damascus (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services with in all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

Since 1990 Clackamas County has been successful meeting the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating in this process through the functional period of the newly adopted Regional Solid Waste Management Plan and in the development of future plans.

Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Damascus, Happy Valley, Sandy, Lake Oswego, Gladstone, Oregon City, West Linn, Molalla, and Wilsonville. Additionally, County staff will

continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.

This letter clarifies the City intends to continue its partnership with Clackamas County in the waste reduction program. The County will provide the activities listed in the Annual Waste Reduction Plan, write the final report, work with Metro in development of next year's plan elements, and keep the City appraised of activities within its boundary. This letter further clarifies the County will provide direct assistance to businesses, schools and government facilities within the City as applies to meeting the requirements of the regional Recycle @ Work program.

In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.

Ken Spiegle – Manager Community Environment Division, Clackamas County

Jim Behnett – City Manager City of Damascus

Date

1/28/0

Date



#### **DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

SUNNYBROOK SERVICE CENTER 9101 SE Sunnybrook Blvd. | Clackamas, OR 97015

# LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Estacada (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services with in all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

Since 1990 Clackamas County has been successful meeting the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating in this process through the functional period of the newly adopted Regional Solid Waste Management Plan and in the development of future plans.

Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.

Ken Spiegle – Manager U Community Environment Division, Clackamas County

Randy Eal - City Manager

City of Estacada

Date

1-08



## DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER 9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

# LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Gladstone (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services with in all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

Since 1990 Clackamas County has been successful meeting the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating in this process through the functional period of the newly adopted Regional Solid Waste Management Plan and in the development of future plans.

Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.

Ken Spiegle – Manager Community Environment Division

Ron Partch – Administrator City of Gladstone

<u>1-30-08</u>

14-05

## INTERGOVERNMENTAL AGREEMENT

#### Between the City of Happy Valley and Clackamas County

This agreement is entered into this <u>19</u><sup>th</sup> day of <u>September</u>, 2007, between the City of Happy Valley ("City"), a municipal corporation of the State of Oregon, and Clackamas County ("County"), a political subdivision of the State of Oregon.

WHEREAS, ORS 190.003 TO 190.030 allows for units of local government to enter into agreement 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 administering Solid Waste Management Services on behalf of the City; and

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

#### A. Effective Date and Termination

This Agreement shall commence on July 1, 2007 upon execution by both parties and continue until terminated by either party. A party may terminate the Agreement for any reason with 90 day written notice, or upon 30 days written notice for breach of the Agreement, including non-payment of fees appropriately due, provided the breach is not cured during the 30 day period.

#### B. <u>The County Shall:</u>

- 1. If requested by the City, make appropriate recommendations to City officials regarding acceptable solid waste management practices in the City.
- 2. Collect the appropriate franchise fees earned from City customers and provide quarterly reports to the City regarding the amount collected.

3. Ensure the franchised solid waste collector(s) serving the citizens of Happy Valley comply with all applicable rules and regulations commensurate with the provision of the service.

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- 4. Review and investigate all rate adjustment requests, make recommendations and bring these requests and recommendations before the Clackamas Solid Waste Commission so that the Clackamas County Solid Waste Commission may make its recommendation to the Clackamas County Board of County Commissioners. Prepare the Annual Waste Reduction Plan and required reports for Metro and the Department of Environmental Quality (DEQ).
- 5. Perform the tasks associated with meeting the requirements of the Annual Waste Reduction Plan, additional programs required of Metro to meet the requirements of the Regional Solid Waste Management Plan, and any programs required by the DEQ.
- 6. Prepare applications, administer and report to Metro, the County, and if requested, the City on the results of Metro funded projects.

## C. <u>The City shall:</u>

1. Collaborate with the County on waste reduction and recycling educational and promotional programs delivered in the community.

## D. <u>Compensation</u>

The County currently collects a five percent (5%) franchise fee on gross collection revenues (less revenue from the sale of recyclables and from customer payment of disposal from drop box service). Additionally, the County may receive grant money from Metro to perform the requirements of the County's Annual Waste Reduction Plan. The amount of money is predicated on the population being served. From time to time Metro may budget additional moneys to pay directly to local governments based on other metrics.

The County shall retain one-half of the franchise fee collected from solid waste customers within the boundaries of the City of Happy Valley as compensation for performing the services under this agreement. The franchise fee report and the balance of the fees shall be delivered to the City forty-five (45) days past the last day of the quarter in question.

Further, the City shall request Metro send the monies apportioned annually to the City of Happy Valley for carrying out the responsibilities required of the Regional Solid Waste Management Plan directly to the County.

Compensation is subject to review ninety (90) days prior to the end of each fiscal year. The purpose of this review is to determine whether the actual costs being incurred align with the revenue distribution in the agreement.

### E. <u>Attorney Fees</u>

In the event any party files litigation to enforce this Agreement, or any portion thereof, the prevailing party shall be entitled to reasonable attorney fees and costs, including any fees and costs incurred in an appeal, as determined by the appropriate court.

#### F. <u>Amendment</u>

This Agreement may be amended within its current term or any successive term by the joint agreement of the parties. To be effective, all amendments shall be in writing and signed by authorized representatives of each party.

#### G. Hold Harmless

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 County's performance of this Agreement when the loss or claim is attributable to the acts or omissions of the City.

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

### H. <u>Severability</u>

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.

3

CITY of Happy Valley Date: 09/18/07 By Mayor ATTEST: Date: By *dity* Recorder

Approved as to Form: 07 \_Date:\_\_\_\_10/ By:

CLACKAMAS COUNTY 7-08 C.1 \_Date:\_\_\_2 By: Clackamas County Board of Commissioners

Approved as to Form:

leson 08 7 By:\_\_ Ibird Date: 2 County Counsel

ATTEST:

2-7-08 Date: By: Recordi Secretary



## DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER 9101 SE Sunnybrook Blvd. I Clackamas, OR 97015

# LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Lake Oswego (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

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In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.

Ken Spiegle - Manager Community Environment Division

<u>1-30-08</u>

Director

Joel Komarek - City Engineer Project. City of Lake Oswego

8/1/2008 Date



## DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER 9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

# LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Milwaukie (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

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Ken Spiegle – Manager

Ken Spiegle – Manager Community Environment Division

<u>1-30-08</u> Date

Joann Herriad

Jo.Ann Herrigel – Community Services Director City of Milwaukie

<u>\$/1/08</u>



#### DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER 9101 SE Sunnybrook Blvd. | Clackamas, OR 97015

# LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Molalla (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

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Ken'Spiegle – Mailager Community Environment Division

1-30-08

Date

John Atkins - Administrator City of Molalla

-25-08 Date



# DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER 9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

# LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the River Cities Environmental Services District (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

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Ken Spiegle – Manager Community Environment Division

Larry Patter

River Cities Environmental Services District

<u>1-30-08</u> Date

13/12



#### DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER 9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

# LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Sandy (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

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Manager

Ken Spiegle – Manager Community Environment Division

Eob Lazent

Scott Lazenby - City Manager City of Sandy

1-30-0E

Date

8/1/07

Date



#### DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER 9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

# LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Wilsonville (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

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Ken Spiegle – Manager Community Environment Division

Date

Mal CAU

Mark C. Ottenad City of Wilsonville

8/15/08 Date



DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

Board of County Commissioners Clackamas County Members of the Board:

## Authorization to Purchase Quantity 11 Dodge vehicles for the Clackamas County Sheriff's Office

Purpose / Outcome	Approval to purchase a total of eleven (11) vehicles for the
	Clackamas County Sheriff's Office.
Dollar Amount and Fiscal	\$341,305.81
Impact	
Funding Source	Clackamas County Sheriff's Office
	216-1603-06831-485510
Duration	June 30, 2021
<b>Previous Board Action/Review</b>	N/A
Strategic Plan Alignment	Replaces less reliable vehicles. Ensure safe secure communities.
Contact Person	Russ Weber, Equipment Coordinator, (503) 722-6324

#### **Background:**

The Clackamas County Sheriff's Office has requested that the Clackamas County Fleet Services Division purchase five (5) 2020 Dodge Ram 2500 Tradesman Crew Cab 4X4 Pickups and six (6) 2020 Dodge Durango Pursuit AWD (WDEE75) from Withnell Motor Company through the State of Oregon Contract #5553.

These vehicles will be assigned to the Sheriff's Office Patrol Division and will replace aging vehicles that are currently assigned to the patrol division.

#### **Procurement Process**:

Approval of the purchase is being requested under the Local Contract Review Board Rule C-046-0400, Authority of Cooperative Procurements. The purchase will be made off cooperative contract #5553 with the State of Oregon Cooperative Purchasing Agreement Program through Withnell Motor Company. A notice of Intent to Purchase the five (5) Dodge Ram 2500 Tradesman Crew Cab 4X4 Pickups & six (6) Dodge Durango Pursuit AWD (WDEE75) was issued on December 2, 2020. No comments were received at the time of closing on December 9, 2020.

#### **Recommendation:**

Staff recommends the Board of County Commissioners approve this purchase.

Sincerely,

Warren Gadberry Gadberry Date: 2020.12.07 12:09:08 -08'00'

Warren Gadberry Fleet Manager

Placed on the Board Agenda of \_\_\_\_\_\_ by the Procurement Division.

Chair Approval

DAN JOHNSON Director