



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

August 3, 2023

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of Annual Intergovernmental Agreement with Metro to Implement the FY 23-24 Annual Waste Reduction and Recycle at Work Program. Total revenue is \$764,216.00 for fiscal year 2023-24. Funding through the Regional System Fees collected on tons of waste disposed in the Metro Service District. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	<ul style="list-style-type: none"> <li>The BCC has approved a Solid Waste Management Plan and supplemental funding from Metro annually since 1991.</li> <li>Briefed at Issues: July 25, 2023</li> </ul>		
<b>Performance Clackamas</b>	<p>-Ensure Safe, Healthy and Secure Communities By providing community access to safe, convenient recycling and waste prevention services and education.</p> <p>-Honor, Utilize, Promote and Invest in our Natural Resources By providing recycling and waste reduction programs and education, and through gradual improvement of recycling and composting programs that support the perspective on carbon neutrality.</p>		
<b>Counsel Review</b>	SM 7-13-23	<b>Procurement Review</b>	No
<b>Contact Person</b>	Rick Winterhalter	<b>Contact Phone</b>	(503) 742-4466

**EXECUTIVE SUMMARY:**

Annually Metro and local governments within the tri-county area collaborate to update plans for outreach, education, and technical assistance in waste reduction and recycling. Each year an Intergovernmental Agreement (IGA) is developed that covers these plans and the associated funding provided by Metro. The IGA provided with this staff report covers FY 23-24 funding and updates to the work plan.

This agreement, as with prior Metro IGAs for solid waste, is retroactive in covering the fiscal year. We typically receive the IGA after the start of the fiscal year. This year is no exception.

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The Annual Waste Reduction and Recycle at Work Program Plan, which is memorialized in this IGA, is designed to meet the goals and objectives of our Regional Waste Plan (RWP). In its role as the lead agency for RWP implementation, Metro has approved the County's Annual Waste Reduction Plan for FY 23-24.

In support of the annual plans, Metro redistributes revenue collected from disposal of garbage at Metro's owned and franchised facilities. This year's funding of \$764,216.00, which is \$78,721.00 greater than the prior fiscal year, includes the following components:

- \$456,959 for recycling and waste reduction programs including education and resources for residents, community members, businesses, and workplaces. (These funds are allocated in the region proportional to population.)
- \$307,257 for implementation of the local business food scraps collection ordinances adopted by Gladstone, Happy Valley, Lake Oswego, Milwaukie, Oregon City, West Linn, Wilsonville, and the County for its urban unincorporated area.

The increase in funding results from an infusion of funds for food scrap outreach and from population growth.

Activities in the Regional Waste Plan and local annual plan meet state requirements under the Opportunity to Recycle Act. The County meets these responsibilities 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, are consistent, efficient, and cost-effective. Attached for reference are the Letters of Understanding with Cities.

Also attached is the Highlights from the Annual Report to Metro which offers high level detail of the work accomplished using the funds distributed via this IGA.

**RECOMMENDATION:**

Staff respectfully recommends the Board of County Commissioners approve and sign the Intergovernmental Agreement with Metro (No. 938658) containing the FY 23-24 Annual Waste Reduction and Recycle at Work Program Plan and funding of \$764,216.00.

Respectfully submitted,

*Dan Johnson*

Dan Johnson, Director  
Department of Transportation and Development

Attachments:

- A. Metro IGA with Clackamas County No. 938658 for BCC Signature
- B. Highlights from Annual Report to Metro
- C. City Letters of Understanding for Ongoing Outreach





# Intergovernmental Agreement

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Metro Contract No. 938658

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:

1. Purpose. The purpose of this Agreement is to establish the responsibilities of the parties in implementing the FY 2023-24 Metro and Local Government Annual Waste Reduction Program.

2. Term. This Agreement is effective July 1, 2023, and remains in effect through June 30, 2024 unless earlier terminated in conformance with this Agreement, or extended by written amendment signed by both parties. Costs for this project may be incurred by County beginning July 1, 2023.

3. Services Provided and Deliverables. County and Metro will 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 the Scope of Work.

4. Payment for Services. Metro will pay County for Annual Waste Reduction services performed and materials delivered in the maximum sum of SEVEN HUNDRED SIXTY-FOUR THOUSAND TWO HUNDRED SIXTEEN AND NO/100THS DOLLARS (\$764,216.00) in the manner and at the time designated in the Scope of Work. Metro has appropriated sufficient funds to provide the funding 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

# Intergovernmental Agreement

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or other funds to make the payments described in the Scope of Work. Metro will provide 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. Insurance. 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. Indemnification. Subject to the provisions of the Oregon Constitution and Oregon Tort Claims Act, County must 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.

7. Termination. Either party may terminate this Agreement without cause upon giving 90 days' written notice of intent to terminate. Either party may terminate this Agreement with less than 90 days' notice if the other party is in default of this Agreement's terms. In the case of a default, the party alleging the default must give the other party at least 30 days' written notice of the alleged default, with opportunity to cure within the 30-day period. Termination is without prejudice to any obligations or liabilities of either party already accrued before the termination.

8. State Law Constraints. Both parties must 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.

# Intergovernmental Agreement

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9. Notices. Legal notice provided under this Agreement shall be by e-mail to the following

individuals:

**For County:**

Office of County Counsel  
Clackamas County  
[smadkour@clackamas.us](mailto:smadkour@clackamas.us)  
2051 Kaen Road  
Oregon City, OR 97045

**For Metro:**

Office of Metro Attorney  
Metro  
[Shane.Abma@oregonmetro.gov](mailto:Shane.Abma@oregonmetro.gov)  
600 NE Grand Avenue  
Portland, OR 97232-2736

The following designated Project Managers will conduct informal coordination of this Agreement:

**For County:**

Rick Winterhalter  
Clackamas County  
[Rickw@clackamas.us](mailto:Rickw@clackamas.us)  
150 Beaver Creek Road  
Oregon City, OR 97045

**For Metro:**

Casey Mellnik  
Metro  
[Casey.Mellnik@oregonmetro.gov](mailto:Casey.Mellnik@oregonmetro.gov)  
600 NE Grand Avenue  
Portland, OR 97232-2736

Either party may change the above- designated Project Manager by written notice to the other party.

10. Assignment. 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. Integration. This writing contains the entire Agreement between the parties, and may only be amended by written instrument, signed by both parties.

12. Severability. If a court of competent jurisdiction finds any portion of this Agreement illegal or unenforceable, this Agreement nevertheless remains in full force and effect and the offending provision is stricken.

# Intergovernmental Agreement

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This Agreement is dated as of the last signature date below.

CLACKAMAS COUNTY

METRO

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

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

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Scope of Work

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- a) Term: July 1, 2023 to June 30, 2024.
- b) County’s responsibilities:
  - 1. Provide to Metro a copy of County’s Resolution, Ordinance, or signature of authorized representative approving this Intergovernmental Agreement including all its attachments.
  - 2. Ensure that by June 30, 2024, the activities specified in this Scope of Work have been completed.
  - 3. Reporting is conducted for each calendar year. On or before January 31, 2024, submit a completed report to Metro’s Project Manager demonstrating compliance with this Agreement for activities from January 1 – December 31, 2023.
  - 4. Reporting is conducted for each calendar year. On or before January 31, 2025, submit a completed report to Metro’s Project Manager demonstrating compliance with this Agreement for activities from January 1 – December 31, 2024.
- c) Metro Responsibilities:
  - 1. Provide technical assistance to County as necessary to develop, execute, monitor, and evaluate the project.
  - 2. Assist 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:
  - 1. Upon completion of section (b) 1. of this Scope of Work, Metro will pay County \$764,216.00 in one lump sum. County’s billing invoices must include the Metro contract number, County name, remittance address, invoice date, invoice number, and line-item invoice amounts for each of the program areas listed in d) 2. below. County must send its billing invoices to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or [metroaccountspayable@oregonmetro.gov](mailto:metroaccountspayable@oregonmetro.gov). The Metro contract number must be referenced in the email subject line. County must submit its billing invoices for goods and services through June 30 to Metro by July 15. Metro will pay County on a Net 30 day basis upon Metro’s approval of County’s invoice.
  - 2. County must provide services described in this Scope of Work in exchange for the following funding:

<u>Per-capita distribution</u>	<u>\$456,959.00</u>
Supports overall implementation of Regional Waste Plan Required Activities, general education, state law and cooperatively-implemented priorities of regional concern.	
Unincorporated Clackamas County	\$199,743
Barlow	\$146
Canby	\$20,106
Estacada	\$5,692



# Scope of Work

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Gladstone	\$12,893
Happy Valley	\$28,274
Johnson City	\$558
Lake Oswego	\$43,592
Milwaukie	\$22,570
Molalla	\$10,910
Oregon City	\$40,030
Rivergrove	\$591
Sandy	\$13,763
West Linn	\$29,049
Wilsonville	\$29,042

<u>Business Food Waste Requirement distribution</u>	<u>\$307,257.00</u>
Supports implementation of the Business Food Waste Requirement.	
Staffing	\$300,158.00
<u>Supplies</u>	<u>\$7,099.00</u>
Total	<u>\$307,257.00</u>

3. County and Metro recognize that the Metro and Local Government Annual Waste Reduction Program 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.

**This Scope of Work delineates the activities, reporting and associated funding for local governments for fiscal year 2023-24.**

## FUNDING METHODS AND USE OF FUNDS

The following methods are currently used to calculate funding distributions for this agreement. Funds provided by Metro are to be used solely to implement the activities, programs and services as set forth in this scope of work.

- **Per-capita distributions:** Supports overall implementation of RWP *Required Activities*, general education, state law and cooperatively-implemented priorities of regional concern.
- **Business Food Waste Requirement distribution:** Supports implementation of the *Business Food Waste Requirement* where applicable. Distributed on a per-business technical assistance hours basis plus internal container cost offset for businesses subject to the requirement.

## WORK GROUPS

Local governments will continue to actively participate in work groups in order to collaboratively implement programs and activities in the region as appropriate.

# Scope of Work

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## COMPLIANCE WITH METRO REGIONAL SERVICE STANDARD

County must comply with Metro Code 5.15 and associated Administrative Rules:

- **Single Family and Multifamily Residential Service Standard** (Metro Code and Administrative Rule 5.15-2000 through 2065)
- **Business Service Standard and Recycling Requirement** (Metro Code and Administrative Rule 5.15-3000 through 3055)
- **Business Food Waste Requirement** (Metro Code and Administrative Rule 5.15-4000 through 4085) See Attachment C
- **General Education Standard** (Metro Code and Administrative Rule 5.15-5000 through 5020)

County cooperatives will make best efforts to encourage cooperative cities to adopt and comply with Metro’s Regional Service Standard in Metro Code and Administrative Rule.

## REQUIRED ACTIVITIES FROM THE 2030 REGIONAL WASTE PLAN 4-YEAR WORK PLAN

**2030 RWP Actions: 6.2, 6.3, 6.5, 8.1, 8.5, 9.1, 9.3, 10.1, 10.2, 10.3, 10.5, 10.6, 15.1**

The activities listed above are required under one or more of the following:

- Metro Code and administrative rule;
- state law; and
- cooperative implementation of programs and activities of regional concern.

The requirements are primarily directed at ensuring that the local government provides comprehensive and consistent recycling and garbage services across the region. They include education, information and technical assistance programs for residents and businesses about waste prevention, reuse and recycling and are a condition of funding.

## GUIDANCE ACTIVITIES FROM THE 2030 REGIONAL WASTE PLAN 4-YEAR WORK PLAN

**2030 RWP Actions: 1.1, 1.3, 5.4, 11.1, 14.4, Goal 17, Goal 18, Goal 19**

The above listed goals and actions reflect a collaborative and coordinated approach among Metro, local governments, community-based organizations and private sector service providers. *While they are not required*, Metro and local governments have identified them as priorities.

## COMPLIANCE WITH STATE LAW

Local governments are responsible for ensuring their jurisdiction’s compliance with state law (ORS 459A and OAR 340-90). Region-wide programs implemented by Metro serve to fulfill some of the minimum obligations under state law. The State has designated Metro as the reporting agency for Clackamas, Multnomah and Washington Counties in their entirety and local jurisdictions must provide data to Metro to assist with this annual reporting responsibility. (See Attachment A)

# Scope of Work

## REPORTING

Local governments must report on the following. Metro will provide the plan and reporting template.

Reporting Requirement	Format
Demonstrate compliance with Regional Service Standard <ul style="list-style-type: none"> <li>➤ Metro Code Chapter 5.15 and Administrative Rule</li> <li>➤ Residential Service: Actions 10.1, 10.2, 10.3, 10.5 and 10.6</li> <li>➤ General Education: Actions 6.2, 6.3, 6.5, 8.1, 8.5, 9.1, 9.3 and 15.1</li> </ul>	<ul style="list-style-type: none"> <li>➤ Excel spreadsheet</li> <li>➤ Action Status Updates</li> </ul>
Business Food Waste Requirement (see <a href="#">Attachment C</a> ) <ul style="list-style-type: none"> <li>➤ Metro Code Chapter 5.15 and Administrative Rule</li> <li>➤ Actions 6.5, 8.1 and 10.1</li> </ul>	<ul style="list-style-type: none"> <li>➤ FRED quarterly updates</li> <li>➤ Narrative within AWRP template</li> <li>➤ Action Status Updates</li> </ul>
Business Recycling Requirement Compliance <ul style="list-style-type: none"> <li>➤ Metro Code Chapter 5.15 and Administrative Rule</li> </ul>	<ul style="list-style-type: none"> <li>➤ Excel spreadsheet</li> <li>➤ Action Status Updates</li> </ul>
Implementation status of required cooperative regional priorities (see <a href="#">Attachment D</a> ) <ul style="list-style-type: none"> <li>➤ Actions 6.2, 6.3, 6.5, 8.1, 8.5, 9.1, 9.3, 15.</li> </ul> <p>*Encouraged to share 1-2 highlights/success stories from work in your jurisdiction which may be included in the <a href="#">annual Regional Waste Plan Progress Report</a></p>	<ul style="list-style-type: none"> <li>➤ Action Status Updates</li> <li>➤ County annual highlights for possible inclusion in RWP Progress Report</li> </ul>
ReTRAC hauler reports	<ul style="list-style-type: none"> <li>➤ Annual reporting (Feb)</li> </ul>
Opportunity to Recycle Report (see <a href="#">Attachment A</a> )	<ul style="list-style-type: none"> <li>➤ DEQ-issued reporting form</li> </ul>
Regional Waste Plan Indicators (see <a href="#">Attachment B</a> ). Due March 1, 2024 for calendar year 2023.	<ul style="list-style-type: none"> <li>➤ RWP Indicators Excel spreadsheet</li> </ul>
Guidance Activities (if implemented) (see <a href="#">Attachment D</a> ) <ul style="list-style-type: none"> <li>➤ Actions 1.1, 1.3, 5.4, 11.1, 14.4</li> <li>➤ Goals 17, 18, 19</li> </ul> <p>* Encouraged to share 1-2 highlights/success stories from work in your jurisdiction which may be included in the annual Regional Waste Plan Progress Report</p>	<ul style="list-style-type: none"> <li>➤ Action Status Updates</li> <li>➤ County annual highlights for possible inclusion in RWP Progress Report</li> </ul>
Individual local government activities (if implemented)	<ul style="list-style-type: none"> <li>➤ Action Status Updates</li> </ul>

## Attachment A: State Opportunity to Recycle Requirements

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<b>General Requirements</b>		
1. Ensure a place for collection source separated recyclables is located at each permitted disposal site or at a more convenient location.		
2. Cities with a population of 4,000 or more and all cities within the Metro urban growth boundary must provide on-route collection service for source-separated recyclable materials at least once per month for all collection service customers within city limits and the County must provide that service to customers within the urban growth boundary but outside city limits.		
3. The city or County responsible for solid waste management must implement a public education and promotion program that meets the following minimum requirements: <ol style="list-style-type: none"> <li>a. Provide initial notice to all residential and commercial generators of their opportunity to recycle.</li> <li>b. Provide a semi-annual notice of the opportunity to recycle, including: materials collected, collection schedule, material preparation instructions, and why recycling is important.</li> <li>c. Provide educational and promotional materials to local media. Examples would be newspapers, television and radio stations, community groups, neighborhood associations, newsletters, social media, etc.</li> <li>d. Identify an official contact person for recycling education and promotion in the jurisdiction.</li> <li>e. Have a procedure for citizen involvement in the city's education and promotion program. This is usually a solid waste advisory committee or contact person.</li> <li>f. Distribute written recycling information describing how and what to recycle and why it is important to recycle, to disposal site users when site attendants are present.</li> <li>g. Have posted signs at non-attended disposal sites notifying users of materials accepted and hours of operation</li> </ol>		
<b>Recycling Program Elements</b>		
Program Element	Components Local Governments are responsible for (if implementing) <sup>1</sup>	Metro programs that help fulfill this element
a. Residential Recycling Containers	Ensure provision of at least one durable recycling container of 12 gallons or more	
b. Weekly Residential Curbside Recycling	Ensure provision of recycling service on same day as garbage	
c. Expanded Education & Promotion Program	Provide a recycling education and promotion program that is expanded from the minimum requirements described in the General Requirements	Metro Recycling Information Center (RIC), Metro website
d. Multi-Family Recycling	Implement collection program & provide educational and promotional information to multifamily residents	Metro RIC, Metro website
e. Residential Yard Debris and Home Composting	Implement program to collect and compost yard debris and promote home composting	Metro Composting webpage
f. Commercial and Institutional Recycling	Implement program for regular, on-site collection of source-separated recyclables and an education and promotion program	<i>Tools for working</i> on Metro's website; business recycling regional website

<sup>1</sup> Local governments are not required to implement all program elements, but must select which program elements they wish to implement based on the criteria and minimum number of elements required in statute.

## Attachment A: State Opportunity to Recycle Requirements

g. Expanded Recycling Drop-Off Depots	Establish additional recycling depots according to formula in Oregon Administrative Rules	
h. Collection Rates as Incentives	Establish collection rates for single family customers according to Oregon Administrative Rules	
i. Commercial & Institutional Composting	Implement a system to collect food waste from commercial and institutional entities, promote the program, and encourage food rescue	<i>Tools for working</i> (Metro website); <i>Food Waste Stops With Me</i> regional website
j. Required Recycling, Large Commercial Generators	Implement a program that requires large commercial generator to source-separate recyclables and provide education and promotion	<i>Tools for working</i> (Metro website); business recycling regional website
k. Residential Food Waste Collection & Composting	Implement a program for on-route collection of food waste from residential customers and provide education and promotion	
l. Construction & Demolition Debris Recovery	Provide waste reduction and reuse education to C&D generators and promote regional program	Enhanced Dry Waste Recovery Program; online <i>Construction Salvage &amp; Recycling toolkit (CSRT)</i> , online <i>Guide to construction salvage and recycling</i>
m. Required Food Waste Collection, Large Non-Residential Generators	Implement a food waste collection program requiring large nonresidential generators to source-separate food waste for recovery and provide education and promotion	Business Food Waste Requirement
<b>Waste Prevention Education and Reuse Elements</b>		
<b>Program Element</b>	<b>Local Government programs</b>	<b>Metro programs</b>
2. General Waste Prevention and Reuse Education and Promotion	AWRP; other waste prevention education and reuse outreach	
3. Residential Waste Prevention Campaign	<i>Eat Smart, Waste Less</i>	Toxics reduction outreach
4. Commercial Waste Prevention Campaign	<i>Food Waste Stops With Me</i>	<i>Food Waste Stops With Me</i>
5. School Education Program	Clackamas County School Programs & Gresham Recycle at School	Youth education programs
6. Funding or Infrastructure Support for Reuse, Repair, Leasing or Sharing Efforts		Investment & Innovation Grants
7. Technical Assistance Program to Promote Reuse, Repair, Leasing or Sharing Efforts		
8. Food Rescue Program		

## Attachment B: 2030 Regional Waste Plan (RWP) Indicators Reporting

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The RWP indicators represent a new form of reporting to Metro. The indicators aim to shift reporting from output to outcome-focused data that measures impacts at a high level to inform regional policy and track progress toward RWP goals. The definition of desired impacts for certain RWP actions and goals is in progress; hence, the scope and format of some indicators will evolve toward outcomes measurement as recommendations from regional work emerge.

Local governments are invited to contribute to these RWP Indicators and be represented in the annual RWP Progress Reports. This Indicator reporting could involve providing Metro with primary data using a report template as well as assisting Metro in collecting data (through, for instance, providing information or coordinating with haulers).

The following table contains a list of RWP Indicators that Metro is collecting data on for the calendar year 2023. The goal is to receive indicators from the priority indicators section. The first section identifies priority indicators for any jurisdiction to report on. The second section identifies indicators that may relate to some but not all jurisdictions. Metro may contact individual jurisdictions about specific indicators in this section.

<b>Priority Indicators (any jurisdiction)</b>
Goal 9: Community education and outreach
<b>Additional Indicators (relevant to some jurisdictions)</b>
Goal 1 Indicator 1: Number and demographics of youth and adults participating in solid waste internship or leadership programs
Goal 1 Indicator 2: Demographics of committee members serving on local government solid waste advisory boards
Goal 6 Indicator: Number, geographic location, and demographics of youth reached through education programs
Goal 17: Establishment of County and City plans that delineate jurisdictional roles in managing disaster debris

## **Attachment C: Business Food Waste Requirement Implementation**

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- 1) Term: July 1, 2023 to June 30, 2024.
- 2) County's responsibilities. County shall:
  - a) Hire and train a minimum of 2 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.
  - b) Utilize funding to hire staff and to purchase program-related equipment with funding allocated as described in section d) 2. above (Scope of Work).
  - c) Local governments will continue to actively participate in work groups to collaboratively implement programs and activities in the region as appropriate.
  - d) 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.
    - i) Determine business compliance by conducting site visits at 100% of non-participating 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.
    - ii) On a quarterly basis submit business food waste compliance reports in the agreed upon format.
    - iii) Once a year, provide a companion narrative report within the AWRP reporting template that contains qualitative information including successes and challenges.
    - iv) Once a year, provide data on donation sites within your jurisdiction (new and closed sites or updated information if it has changed for a site). This reporting is within the AWRP template.
  - e) Report annually on expenditures.
    - i) Overall expenditures including local government and Metro funds spent on business food waste assistance program during the fiscal year (July 1, 2023 through June 30, 2024);
    - ii) List of staff who worked on food waste business assistance during the fiscal year (July 1, 2023 through June 30, 2024), 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.
    - iii) 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.
    - iv) Provide documentation to demonstrate appropriate expenditure of funds provided

## **Attachment C: Business Food Waste Requirement Implementation**

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- for food waste collection containers.
- 3) Metro Responsibilities. Metro shall:
- a) Provide resources and staff time to County to develop, execute, monitor, and evaluate the program.
  - b) Monitor general progress and review as necessary.
  - c) Convene and facilitate the work groups or committees involved in program implementation.
  - d) 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.
  - e) Report to Metro Council annually through the 2030 Regional Waste Plan Progress Report on progress towards program goals.



## Attachment D: Regional Waste Plan 4-year work plan activities

\*Note regarding the annual 2030 Regional Waste Plan (RWP) Progress Report: each year, Metro reports on progress toward the RWP goals and actions. An important component of the annual report is examples of programming and activities organized and led by local jurisdictions and community partners. Metro would like to see the work done by/in your County represented in the progress report. Each year as a part of the AWRP report, jurisdictions will have the opportunity to share a highlight/success story with quotes and/or images that *may be* incorporated in the final RWP progress report for that calendar year. Metro encourages cities/counties to share such highlights at the time you are completing your annual AWRP report.

### REQUIRED ACTIVITIES FROM THE 2030 REGIONAL WASTE PLAN 4-YEAR WORK PLAN

#### 2030 RWP Actions: 6.2, 6.3, 6.5, 8.1, 8.5, 9.1, 9.3, 10.1, 10.2, 10.3, 10.5, 10.6, 15.1

The requirements are primarily directed at ensuring that the local government provides comprehensive and consistent recycling and garbage services across the region. They include education, information and technical assistance programs for residents and businesses about waste prevention, reuse and recycling and are a condition of funding.

#### Goal 6: Reduce product environmental impacts and waste through educational and behavioral practices related to prevention and better purchasing choices.

**Action 6.2:** Provide culturally responsive community education and assistance about the connections between consumer products, people and nature. Activities listed in table below.

Provide critical program materials in multiple languages including English, Spanish, Russian, Vietnamese, Simplified Chinese, Korean, and Thai.

Work with culturally specific partners to research and understand barriers and solutions to effective communication.

Form partnerships with Community-Based Organizations to implement culturally relevant engagement programs with communities of color; implement activities that build community-based organization capacity.

**Action 6.3:** Provide and increase accessibility to education and tools to help residents and businesses reduce their use of the single- use products with the greatest negative environmental impacts. Activities listed in table below.

Work with culturally specific partners to research and understand barriers and solutions to effective communication.

Provide residents and businesses with technical assistance, information and tools to reduce the use of single-use products.

Create and implement communication plan to promote bag ban.

**Action 6.5:** Assist households and businesses in the adoption of practices that prevent the wasting of food and other high-impact materials. Activities listed in table below.

Provide technical assistance to food businesses and implementation of business food waste requirement.

Use data to focus efforts on those food business sectors producing the most food.

## Attachment D: Regional Waste Plan 4-year work plan activities

Support Food Waste Stops with Me campaign through collaborative projects.
Develop Oregon Food Share Guide for schools to prevent the wasting of Food in partnership with Oregon Food Bank, Oregon Department of Education, Oregon Green Schools, DEQ and EPA.
Work with culturally specific partners to research and understand barriers and solutions to household and business food waste prevention.
Form partnerships with Community-Based Organizations to implement culturally relevant engagement programs with communities of color; implement activities that build community-based organization capacity.
Expand Eat Smart, Waste Less audience and opportunities beyond tabling and adjusting messaging based on recent survey findings on what resonates with target audience.

### Goal 8: Increase the reuse, repair and donation of materials and consumer products.

<b>Action 8.1:</b> Support efforts to ensure that surplus edible food desired by agencies serving communities experiencing hunger in the region is made available to them. Activities listed in table below.
Provide one-on-one technical assistances to food businesses in a position to donate surplus edible food desired by agencies serving communities experiencing hunger.
Develop and use regionally consistent materials about the why and how of food donation in the region.
Develop and maintain ongoing partnership with food donations agencies of all types and sizes throughout the region.
Enhance local food donation infrastructure by helping build capacity and partnerships for local donation organizations.

<b>Action 8.5:</b> Invest in neighborhood-scale reuse and repair services and infrastructure. Activities listed in table below.
Create plan for incorporating Repair Fair and repair resources across local governments' programming.

### Goal 9: Increase knowledge among community members about garbage, recycling and reuse services.

<b>Action 9.1:</b> Provide culturally responsive education and assistance for garbage, recycling and reuse services to residents and businesses. Activities listed in table below.
Use culturally responsive education guidance, when available, to update annual education materials by 2023.
Partner with community-based organizations to create recycling and garbage collateral that can be used across the region and aligns with Recycle or Not and multifamily decals.
Increase outreach and technical assistance to multifamily sector prioritizing underserved communities.
Work with culturally specific partners to research and understand barriers and solutions to effective communication.
Explore expanding Environmental Promoters program to all jurisdictions to engage multifamily residents on recycling contamination reduction and reuse.

## Attachment D: Regional Waste Plan 4-year work plan activities

**Action 9.3:** Ensure that community education and volunteer development courses, such as Master Recycler, are relevant, accessible and culturally responsive to all communities. Activities listed in table below.

Support capacity building within Master Recyclers.

Form partnerships with community-based organization to designed culturally relevant Master Recycler courses with communities of color; implement activities that build community-based organization capacity

Work with culturally specific partners to research and understand local barriers and solutions to effective communication.

### Goal 10: Provide regionally consistent services for garbage, recyclables and other priority materials that meet the needs of all users.

**Action 10.1:** Provide comprehensive collection services and supporting education and assistance for source-separated recyclables, source-separated food scraps and garbage, in compliance with state, regional and local requirements, including the Regional Service Standard, Business Recycling Requirement and Business Food Waste Requirement in Metro Code. Activities listed in table below.

Work towards updating local government code, rule or franchise or license agreements to reflect recently adopted Metro multifamily service standards (Metro Code Chapter 5.15 and associated Administrative Rule).

Implement local government code, rule or franchise or license agreement for business food waste requirement (beginning March 2022).

Continue to monitor and maintain business recycling requirement.

Demonstrate compliance with regional service standards (Metro Code Chapter 5.15 and associated Administrative Rules 5.15 2000-5000).

Provide education and outreach materials to haulers to meet state opportunity to recycle requirements. (See Attachment A)

Regularly monitor and review solid waste collection system to ensure compliance with state, regional and local rules and regulations.

Track and report information to Metro to evaluate outcomes of business recycling and food waste requirements.

Provide technical assistance to businesses to support compliance with business recycling requirement and business food waste requirement.

**Action 10.2:** Implement minimum service levels or performance standards for all collected materials for multifamily and commercial tenants. Activities listed in table below.

Develop implementation plans for the minimum volume and service level requirements for multi-family properties.

Collaborate with Metro and other local governments on efforts to operationalize the requirements.

**Action 10.3:** Implement regional standards for collection container colors, signage and other related informational materials for single-family, multifamily and commercial services. Activities listed in table below.

Engage with collection companies, property management companies and local housing organizations in order to distribute signage.

Support efforts to operationalize the requirements in jurisdiction.

Actively participate in coordination of regional efforts to install new multifamily signage, prioritizing low-income and diverse communities first.

## Attachment D: Regional Waste Plan 4-year work plan activities

**Action 10.5:** Provide regularly occurring bulky waste collection service, with particular emphasis on multifamily communities and lower-income households. Activities listed below.

Participate in local government-led regional planning for multifamily bulky waste program and local bulky waste pilot projects.

**Action 10.6:** Establish standards for collection areas for existing and newly constructed multifamily properties to ensure residents have adequate access to garbage, recyclables and food scraps collection containers. Activities listed below.

Participate in local government-led regional planning for multifamily enclosure standards to determine scope and next steps.

**Goal 15: Improve the systems for recovering recyclables, food scraps and yard debris to make them resilient to changing markets and evolving community needs.**

**Action 15.1:** Implement regionally consistent contamination reduction efforts to improve material quality, including education, sorting instructions, collection equipment changes, and customer feedback methods. Activities listed in table below.

Incorporated Recycle or Not (RoN) messages and content into existing English and Spanish language recycling education programs and activities.

Align messaging to be regionally consistent with newly created multifamily decals and RoN talking points.

Have quarterly calibrations with Metro Recycling Info Center for materials acceptance and align on public facing names and descriptions.

### **GUIDANCE ACTIVITIES FROM THE 2030 REGIONAL WASTE PLAN 4-YEAR WORK PLAN**

**2030 RWP Actions: 1.1, 1.3, 5.4, 11.1, 14.4, Goal 17, Goal 18, Goal 19**

The above listed goals and actions reflect a collaborative and coordinated approach among Metro, local governments, community-based organizations and private sector service providers. *While they are not required*, Metro and local governments have identified them as priorities.

**Goal 1: Increase engagement of youth and adults historically marginalized from garbage and recycling decision-making by enhancing civic engagement and leadership opportunities.**

**Action 1.1:** Increase representation of historically marginalized community members, including youth, on advisory committees, such as Metro and local government solid waste advisory committees.

**Action 1.3:** Partner with organizations to engage youth in leadership opportunities for social, economic and environmental issues related to garbage and recycling.

**Goal 5: Reduce the environmental and human health impacts of products and packaging that are made, sold, used or disposed in Oregon.**

## Attachment D: Regional Waste Plan 4-year work plan activities

**Action 5.4:** Advocate for product stewardship legislation and other policy approaches that can achieve the greatest reduction in environmental and human health impacts from products and packaging made, used or disposed in the region.

**Goal 11: Address and resolve community concerns and service issues.**

**Action 11.1:** Provide cultural competence training to customer service representatives at Metro, local governments and collection service providers.

**Local government and Metro co-led activities listed below.**

Identify training and other professional development opportunities for customer service representatives to build skills in de-escalation, unconscious bias, cultural humility and inclusion.

**Goal 14: Adopt rates for all services that are reasonable, responsive to user economic needs, regionally consistent and well understood.**

**Action 14.4:** Implement a low-income rate assistance program for residential collection services. **Local government and Metro co-led activities listed below.**

Form a joint local government/Metro project team to identify options for implementation of local government low-income rate assistance programs.

Project team will develop a project work plan that identifies project purpose, goals, budget and roles and responsibilities for members of the project team.

Project team will identify any specific problems within the local government rate structures that cause insufficient or inequitable access to services, conduct necessary research to gather information and propose effective options that local governments can adopt to reduce or eliminate identified problems.

**Goal 17: Effectively coordinate public and private partners in planning for the impact of disasters on the solid waste system.**

**Goal 18: Ensure routine garbage and recycling collection, processing, transport and disposal operations can be restored quickly following a system disruption.**

**Goal 19: Plan disaster debris response operations to expedite the clearance and removal of debris, making the best use of locally-based services and materials and maximizing recovery.**

**Local government and Metro co-led activities**

Establish Standard Operating Procedures (SOP) for the group per the Regional Disaster Preparedness Organization (RDPO) guidelines.

Take stock and consider legacy work completed within RWP goal areas.

Select RWP actions for implementation in FY 20-23.

Co-develop work plans to implement selected actions including roles and responsibilities and estimated resource needs.



## 2022 Highlights from Annual Report to Metro

Below are *high* level highlights from 2022-23 illustrating the work accomplished using funds distributed from the **Metro Intergovernmental Agreement**:

- 745 Multifamily Annual Mailer letters sent to 611 communities noting new Regional Service Standards
- 313 Multifamily communities received Technical Assistance, resources, and/or outreach/education
- Business collateral includes a note in Spanish mentioning that we have Spanish speaking staff and resources and services are available in Spanish: "*Hablamos español. Por favor comuníquese con nosotros para recibir recursos y servicios en español.*"
- Mailed 89 new business notification letters informing them about local recycling, providing them with recycling signage and information on how to order additional resources.
- Provided 352 in-depth consultations on food waste reduction topics to 173 food generators, 139 of which are impacted by the food scraps requirement.
- Co-developed with Washington County a video and case study by and for Spanish speakers, featuring a Latinx-owned/operated restaurant in Clackamas about the commercial food waste requirement.
- Recycling Guide postcard sent to all addresses within the county (residential, multifamily, and business) – also included customer satisfaction survey.
- Just over 30% of Clackamas County schools are currently certified as Oregon Green Schools

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


This matter 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, 1988.

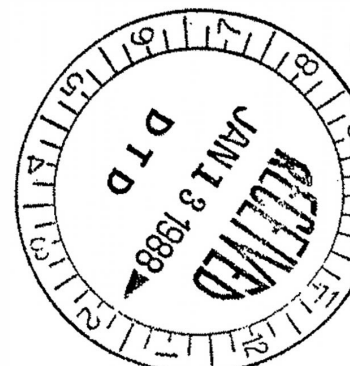
BOARD OF COUNTY COMMISSIONERS

  
Ed Lindquist - Chairman

  
Dale Harlan - Commissioner

  
Darlene Hooley - Commissioner

DTD



*D. Phillips*







Campbell M. Gilmour  
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

RECEIVED

JUL 25 2008

CITY OF DAMASCUS

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 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 within 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.

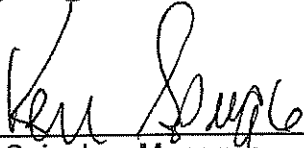
Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection 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 apprised 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.

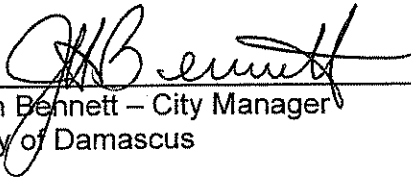
In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.



Ken Spiegle – Manager  
Community Environment Division, Clackamas County

7-23-08

Date



Jim Bennett – City Manager  
City of Damascus

7/28/08

Date



Campbell M. Gilmour  
Director

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 within 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.

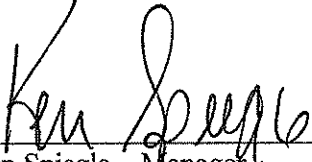
Since 1990 Clackamas County has been successful meeting the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue 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 Barlow, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, 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 apprised 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.

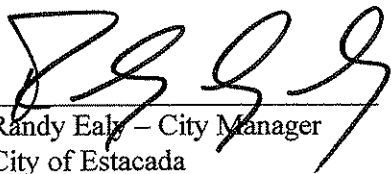
In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.



Ken Spiegle – Manager  
Community Environment Division, Clackamas County

9-5-08

Date



Randy Ealy – City Manager  
City of Estacada

9-8-08

Date



Campbell M. Gilmour  
Director

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 within 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.

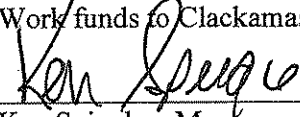
Since 1990 Clackamas County has been successful meeting the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue 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 Barlow, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, 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 apprised 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

7-30-08  
Date

  
\_\_\_\_\_  
Ron Partch – Administrator  
City of Gladstone

Aug 14-08  
Date

## INTERGOVERNMENTAL AGREEMENT

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

This agreement is entered into this 10<sup>th</sup> day of September, 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. The County Shall:**

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.
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. The City shall:**

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

**D. Compensation**

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. Attorney Fees**

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. Amendment**

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 out 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. Severability**

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

CITY of Happy Valley

By: *Robert C. Williams* Date: 09/18/07  
Mayor

ATTEST:  
By: *Kristen Warden* Date: 9/18/07  
City Recorder

Approved as to Form:  
By: *Thomas Spaully* Date: 10/17/07  
City Attorney

CLACKAMAS COUNTY

By: *[Signature]* Date: 2-7-08 C-1  
Chairperson, Clackamas County  
Board of Commissioners

Approved as to Form:  
By: *David W. Anderson* Date: 2/7/08  
County Counsel

ATTEST:  
By: *Mary Ractnec* Date: 2-7-08  
Recording Secretary



**Campbell M. Gilmour**  
Director

**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 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.

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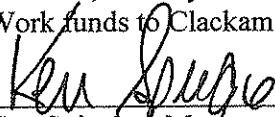
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In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.

  
\_\_\_\_\_  
Ken Spiegle - Manager  
Community Environment Division

7-30-08  
Date

  
\_\_\_\_\_  
Joel Komarek - City Engineer *Project Director*  
City of Lake Oswego

8/1/2008  
Date



**Campbell M. Gilmour**  
Director

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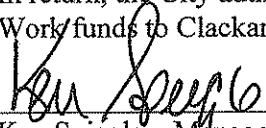
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In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.

  
\_\_\_\_\_  
Ken Spiegle – Manager  
Community Environment Division

7-30-08  
Date

  
\_\_\_\_\_  
JoAnn Herrigel – Community Services Director  
City of Milwaukie

8/1/08  
Date



**Campbell M. Gilmour**  
Director

**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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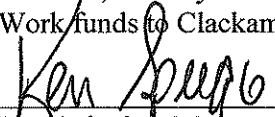
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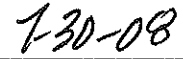
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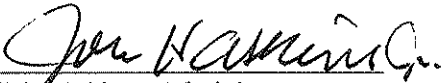
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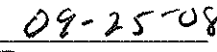
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\_\_\_\_\_  
Ken Spiegle - Manager  
Community Environment Division

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
John Atkins - Administrator  
City of Molalla

  
\_\_\_\_\_  
Date





**Campbell M. Gilmour**  
Director

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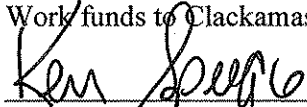
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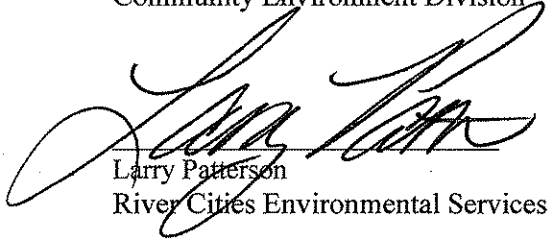
In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.



Ken Spiegle – Manager  
Community Environment Division

7-30-08

Date



Larry Patterson  
River Cities Environmental Services District

9/23/08

Date



**Campbell M. Gilmour**  
Director

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

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

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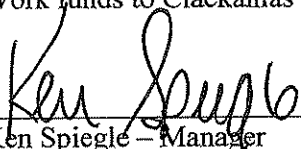
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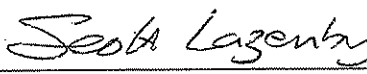
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\_\_\_\_\_  
Ken Spiegle - Manager  
Community Environment Division

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Scott Lazenby - City Manager  
City of Sandy

  
\_\_\_\_\_  
Date



**Campbell M. Gilmour**  
Director

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

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

## **LETTER OF UNDERSTANDING**

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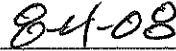
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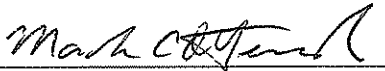
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Ken Spiegle – Manager  
Community Environment Division



Date



Mark C. Ottenad  
City of Wilsonville



Date