



**DAN JOHNSON**  
DIRECTOR

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

October 11, 2018

Board of County Commissioner  
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement for Right of Way Services with  
the Oregon Department of Transportation for the  
Jennings Ave: OR 99E to Oatfield Rd. Project**

<b>Purpose/Outcomes</b>	Defines the roles and responsibilities of the County and ODOT relating to acquiring right of way for the Jennings Ave: OR 99E to Oatfield Rd. Project.
<b>Dollar Amount and Fiscal Impact</b>	Not to exceed \$5,000 Overall Project Cost Estimate: \$4,040,213; STP funds: \$3,625,283; County match: \$414,930 (10.27% min)
<b>Funding Source</b>	Federal Surface Transportation Program (STP) and County Road Funds.
<b>Duration</b>	Completion of the Project or ten (10) years following the date of final execution, whichever is sooner.
<b>Previous Board Action</b>	01/05/17: BCC Approval of Master Certification Agreement No. 30923 for County implementation of federally funded projects. 06/29/17: BCC Approval of Supplemental Project Agreement No. 31035 defining the roles and responsibilities of the County and ODOT relating to design and construction of the proposed project improvements.
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Build a strong infrastructure</li> <li>• Ensure safe, healthy and secure communities</li> </ul>
<b>Contact Person</b>	Sharan Hams-LaDuca, Senior Right of Way Agent, 503-742-4675

The Jennings Avenue: OR 99E to Oatfield Rd. Project will construct sidewalks on the north side and bike lanes on both the north and south sides of Jennings Avenue from OR 99E to Oatfield Rd. for enhanced bicycle and pedestrian connectivity. This project will be administered through the existing Local Agency Certification Program Agreement No. 30923 with ODOT and the Supplemental Project Agreement No. 31035 also with ODOT.

This Intergovernmental Agreement between Clackamas County and the Oregon Department of Transportation (ODOT) defines the roles and responsibilities of both parties relating to acquiring right of way for the project. This project uses Federal Surface Transportation Program (STP) funds and therefore requires ODOT certification of the Right of Way Acquisition. This is a customary step in the project delivery process for federally funded projects.

This agreement has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approve the attached Intergovernmental Agreement for Right of Way Services for the Jennings Avenue: OR 99E to Oatfield Road Project.

Respectfully submitted,

Sharan Hams-LaDuca  
Senior Right of Way Agent  
Transportation and Development

**INTERGOVERNMENTAL AGREEMENT  
FOR RIGHT OF WAY SERVICES**  
(Jennings Ave: OR 99E to Oatfield Road)

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and County of Clackamas, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 283.110, 366.572 and 366.576, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a Party to the agreement, its officers, or agents have the authority to perform.
2. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.
3. That certain Jennings Avenue and Oatfield Road are County Roads under the jurisdiction and control of Agency and Agency may enter into an agreement for the acquisition of real property.
4. OR-99E, is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission(OTC).
5. This Agreement shall define roles and responsibilities of the Parties regarding the real property to be used as part of right of way for road, street or construction of public improvement. The scope and funding is further described in Local Agency Certification Supplemental Project Agreement 31035, Master Certification Agreement number 30923. Hereinafter, all acts necessary to accomplish services in this Agreement shall be referred to as "Project."
6. As of this time there are no local public agencies (LPAs) certified to independently administer federal-aid projects for right of way services. Therefore, State is ultimately responsible for the certification and oversight of all right of way activities under this Agreement (except as provided under "Agency Obligations" for LPAs in State's certification program for consultant selection).

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

## **TERMS OF AGREEMENT**

1. Under such authority, to accomplish the objectives in Agreement No. 31025 & 30923 , State and Agency agree to perform certain right of way activities shown in Special Provisions - Exhibit A, attached hereto and by this reference made a part hereof. For the right of way services State performs on behalf of the Agency, under no conditions shall Agency's obligations exceed a maximum of \$5,000, including all expenses, unless agreed upon by both Parties.
2. The work shall begin on the date all required signatures are obtained and shall be completed no later than 10 calendar years following the date of final execution, on which date this Agreement automatically terminates unless extended by a fully executed amendment.
3. The process to be followed by the Parties in carrying out this Agreement is set out in Exhibit A.
4. It is further agreed both Parties will strictly follow the rules, policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the "State Right of Way Manual."

## **STATE OBLIGATIONS**

1. State shall perform the work described in Special Provisions - Exhibit A.
2. With the exception of work related to appraisals, State shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from Agency.
3. State shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
4. State's right of way contact person for this Project is David Mendelson, Right of Way Project Manager, 123 NW Flanders Street, Portland OR 97209, 503-731-8451), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact changes during the term of this Agreement.

## **AGENCY OBLIGATIONS**

1. Agency shall perform the work described in Special Provisions - Exhibit A.
2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current

appropriation or limitation of current budget. Agency is willing and able to finance all, or its pro-rata share of all, costs and expenses incurred in the Project up to its maximum.

3. Agency's needed right of way services, as identified in Exhibit A, may be performed by qualified individuals from any of the following sources:
  - a. Agency staff,
  - b. State staff,
  - c. Staff of another local public agency, as described in ODOT's Right of Way Manual and approved by the State's Region Right of Way Office;
  - d. Consultants from State's Full Service Architectural and Engineering (A&E) Price Agreement 2 Tier Selection Process. Tier 2 procurements must be requisitioned through State's Local Agency Liaison (LAL) with solicitation process administered by State Procurement Office. Forms and procedures for Tier 2 process are located at: <http://www.oregon.gov/ODOT/CS/OPO/docs/fs/tier2guide.doc>;
  - e. \*Appraiser services procured by Agency from State's Qualified Appraiser List (on line at <http://www.oregon.gov/ODOT/HWY/ROW/Pages/index.aspx>);
  - f. \*Other right of way related services procured by Agency from any source of qualified contractors or consultants.

\* Selections may be based on price alone, price and qualifications, or qualifications alone followed by negotiation. **Federally funded procurements** by Agency for right of way services must be conducted under State's certification program for consultant selection and must comply with requirements in the [LPA A&E Requirements Guide](#) (and must use the State's standard [A&E Contract Template for LPAs](#) which may be modified to include State-approved provisions required by Agency). **State and local funded procurements** by Agency must be in conformance with applicable State rules and statutes for A&E "Related Services" (and Agency may use its own contract document).

4. If Agency intends to use Agency staff, staff of another local public agency, consultants (except for consultants on State's Qualified Appraiser List), or contractors to perform right of way services scheduled under this Agreement, Agency must receive prior written approval from State's Region Right of Way Office.
5. The LPA A&E Requirements Guide and A&E Contract Template referenced above under paragraph 3 are available on the following Internet page: [http://www.oregon.gov/ODOT/CS/OPO/Pages/ae.aspx#Local\\_Public\\_Agency\\_\(LPA\)\\_Consultant\\_Templates\\_and\\_Guidance\\_Docs](http://www.oregon.gov/ODOT/CS/OPO/Pages/ae.aspx#Local_Public_Agency_(LPA)_Consultant_Templates_and_Guidance_Docs).
6. Agency or its subcontractor will strictly follow the rules, policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the "State Right of Way Manual."
7. Agency represents that this Agreement is signed by personnel authorized to do so on behalf of Agency.

8. Agency's right of way contact person for this Project is Sharan Hams-LaDuca, Right of Way Program Manager, Clackamas County Dept. of Transportation, 150 Beavercreek Road, Suite 325, Oregon City, OR 97045, 503-742-4675, SHamsLaDuca@co.clackamas.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **PAYMENT FOR SERVICES AND EXPENDITURES:**

1. In consideration for the services performed by State (as identified in the attached Exhibit A), Agency agrees to pay or reimburse State a maximum amount of \$(5,000.00). Said maximum amount shall include reimbursement for all expenses, including travel expenses. Travel expenses shall be reimbursed to State in accordance with the current Oregon Department of Administrative Services' rates. Any expenditure beyond federal participation will be from, or reimbursed from, Agency funds. Payment in Agency and/or federal funds in any combination shall not exceed said maximum, unless agreed upon by both Parties.
2. Agency agrees to reimburse salaries and payroll reserves of State employees working on Project, direct costs, costs of rental equipment used, and per-diem expenditures.

## **GENERAL PROVISIONS:**

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person, under any of the following conditions:
  - a. If either Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If either Party fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice fails to correct such failures within ten (10) days or such longer period as may be authorized.
  - c. If Agency fails to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
3. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

4. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
5. All employers that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Both Parties shall ensure that each of its subcontractors complies with these requirements.
6. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
7. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
8. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to

reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

9. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
10. When federal funds are involved in this Agreement, Exhibits B and C are attached hereto and by this reference made a part of this Agreement, and are hereby certified to by Agency.
11. When federal funds are involved in this Agreement, Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to the Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
12. The Parties hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, 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 provision held to be invalid.
13. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
14. This Agreement and attached exhibits and Agreement No. 31035 & 30923 constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change,

if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**Signature Page to Follow**

**COUNTY OF CLACKAMAS**, by and through its Elected Officials

By \_\_\_\_\_  
Commisioner

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_

Date \_\_\_\_\_

**Agency Contact:**

Sharan Hams-LaDuca  
150 Beavercreek Road  
Oregon City, OR 97045  
SHamsLaDuca@co.clackamas.or.us

**State Contact:**

David Mendelson  
123 NW Flanders St.  
Portland, OR 97209  
503-731-8451  
David.Mendelson@odot.state.or.us

**STATE OF OREGON**, by and through its Department of Transportation

By \_\_\_\_\_  
State Right of Way Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 1 Right of Way Manager

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By N/A  
Assistant Attorney General

Date \_\_\_\_\_

**APPROVED**

(If Litigation Work Related to Condemnation is to be done by State)

By N/A  
Chief Trial Counsel

Date \_\_\_\_\_

**SPECIAL PROVISIONS EXHIBIT A**  
**Right of Way Services**

THINGS TO BE DONE BY STATE OR AGENCY

1. Pursuant to this Agreement, the work performed on behalf of the Agency can be performed by the Agency, the Agency's consultant, the State or a State Flex Services consultant, as listed under Agency Obligations, paragraph 3 of this Agreement. The work may be performed by Agency staff or any of these representatives on behalf of Agency individually or collectively provided they are qualified to perform such functions and after receipt of approval from the State's Region 1 Right of Way Manager.
2. With the exception of work related to appraisals, State shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from Agency.

**Instructions:** Insert either: State, Agency, or N/A on each line.

**A. Preliminary Phase**

1. Agency shall provide preliminary cost estimates.
2. Agency shall make preliminary contacts with property owners.
3. Agency shall gather and provide data for environmental documents.
4. Agency shall develop access and approach road list.
5. Agency shall help provide field location and Project data.

**B. Acquisition Phase**

1. General:
  - a. When doing the Acquisition work, as described in this Section, Agency shall provide State with a status report of the Project monthly.
  - b. Title to properties acquired shall be in the name of the Agency.
  - c. The Agency shall adopt a resolution of intention and determination of necessity in accord with ORS 35.235 and ORS 35.610, authorizing acquisition and condemnation, such approval will be conditioned on passage of a resolution by Agency substantially in the form attached hereto as Exhibit D, and by this reference made a part hereof. If the Oregon Department of Justice is to handle condemnation work, prior approval evidenced by Chief Trial Counsel, Department of Justice, signature on this Agreement is required; and authorization for such representation

shall be included in the resolution adopted by the Agency. Prior approval by Oregon Department of Justice is required.

2. Legal Descriptions:

- a. Agency shall provide sufficient horizontal control, recovery and retracement surveys, vesting deeds, maps and other data so that legal descriptions can be written.
- b. Agency shall provide construction plans and cross-section information for the Project.
- c. Agency shall write legal descriptions and prepare right of way maps. If the Agency acquires any right of way on a State highway, the property descriptions and right of way maps shall be based upon centerline stationing and shall be prepared in accordance with the current "ODOT Right of Way & Rail/Utility Coordination Contractor Services Guide" and the "Right of Way Engineering Manual." The preliminary and final versions of the property descriptions and right of way maps must be reviewed and approved by the State.
- d. Agency shall specify the degree of title to be acquired (e.g., fee, easement).

3. Real Property and Title Insurance:

- a. Agency shall provide preliminary title reports, if State determines they are needed, before negotiations for acquisition commence.
- b. Agency shall determine sufficiency of title (taking subject to). If the Agency acquires any right of way on a State highway, sufficiency of title (taking subject to) shall be determined in accordance with the current "State Right of Way Manual" and the "ODOT Right of Way & Rail/Utility Coordination Contractor Services Guide." Agency shall clear any encumbrances necessary to conform to these requirements, obtain Title Insurance policies as required and provide the State copies of any title policies for the properties acquired.
- c. Agency shall conduct a Level 1 Initial Site Assessment, according to State Guidance, within Project limits to detect presence of hazardous materials on any property purchase, excavation or disturbance of structures, as early in the Project design as possible, but at a minimum prior to property acquisition or approved design.
- d. Agency shall conduct a Level 2 Preliminary Site Investigation, according to State Guidance, of sufficient scope to confirm the presence of contamination, determine impacts to properties and develop special provisions and cost estimates, if the Level 1 Initial Site Assessment indicates the potential presence of contamination that could impact the properties.

- If contamination is found, a recommendation for remediation will be presented to State.
- e. Agency shall be responsible for proper treatment and cost of any necessary remediation.
  - f. Agency shall conduct asbestos, lead paint and other hazardous materials surveys for all structures that will be demolished, renovated or otherwise disturbed. Asbestos surveys must be conducted by an AHERA (asbestos hazard emergency response act) certified inspector.
4. Appraisal:
- a. Agency shall conduct the valuation process of properties to be acquired.
  - b. Agency shall perform the Appraisal Reviews to set Just Compensation.
  - c. Agency shall recommend Just Compensation, based upon a review of the valuation by qualified personnel.
5. Negotiations:
- a. Agency shall tender all monetary offers to land-owners in writing at the compensation shown in the appraisal review. Agency shall have sole authority to negotiate and make all settlement offers. Conveyances taken for more or less than the approved Just Compensation will require a statement justifying the settlement. Said statement will include the consideration of any property trades, construction obligations and zoning or permit concessions.
  - b. State and Agency shall determine a date for certification of right of way and agree to cosign the State's Right of Way Certification form. State and Agency agree possession of all right of way shall occur prior to advertising for any construction contract, unless exceptions have been agreed to by Agency and State.
  - c. Agency agrees to file all Recommendations for Condemnation at least seventy (70) days prior to the right of way certification date if negotiations have not been successful on those properties.
6. Relocation:
- a. Agency shall perform any relocation assistance, make replacement housing computations, and do all things necessary to relocate any displaced parties on the Project.
  - b. Agency shall make all relocation and moving payments for the Project.
  - c. Agency shall facilitate the relocation appeal process.

### **C. Closing Phase**

1. Agency shall close all transactions. This includes drawing of deeds, releases and satisfactions necessary to clear title, obtaining signatures on release documents, and making all payments. If State is working as a consultant for the Agency, State shall submit all signed Final Report packets, information required by the Uniform Act, and agreements to the Agency.
2. Agency shall record conveyance documents, only upon acceptance by appropriate agency.

### **D. Property Management**

1. Agency shall take possession of all the acquired properties. There shall be no encroachments of buildings or other private improvements allowed upon the State highway right of way.
2. Agency shall dispose of all improvements and excess land consistent with State and Agency prevailing laws and policies.

### **E. Condemnation**

1. Agency may offer mediation if the Agency and property owners have reached an impasse.
2. Agency shall perform all administrative functions in preparation of the condemnation process, such as preparing final offer and complaint letters.
3. Agency shall perform all legal and litigation work related to the condemnation process. Agency is responsible for passage of a resolution substantially in the form attached hereto as Exhibit D, and by this reference made a part hereof, specifically identifying the property being acquired.
4. When State shall perform legal or litigation work related to the condemnation process, Agency acknowledges, agrees and undertakes to assure that no member of Agency's board or council, nor Agency's mayor, when such member or mayor is a practicing attorney, nor Agency's attorney nor any member of the law firm of Agency's attorney, board or council member, or mayor, will represent any party, except Agency, against the State of Oregon, its employees or contractors, in any matter arising from or related to the Project which is the subject of this Agreement.

### **F. Transfer of Right of Way to State**

When right of way is being acquired in Agency's name, Agency agrees to transfer and State agrees to accept all right of way acquired on the State highway. The specific method of

conveyance will be determined by the Agency and the State at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. Agency agrees to provide the State all information and file documentation the State deems necessary to integrate the right of way into the State's highway system. At a minimum, this includes: copies of all recorded conveyance documents used to vest title in the name of the Agency during the right of way acquisition process, and the Agency's Final Report or Summary Report for each acquisition file that reflects the terms of the acquisition and all agreements with the property owner(s).

#### **G. Transfer of Right of Way to Agency**

When right of way is being acquired in State's name, State agrees to transfer and Agency agrees to accept all right of way acquired on the Agency's facility, subject to concurrence from FHWA at the time of the transfer. The specific method of conveyance will be determined by the State and the Agency at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. If requested, State agrees to provide Agency information and file documentation associated with the transfer.

## ***APPLICABLE ONLY IF FEDERAL FUNDS INVOLVED***

For purposes of Exhibits B and C, references to Department shall mean State, references to Contractor shall mean Agency, and references to Contract shall mean Agreement.

### **EXHIBIT B (Local Agency or State Agency)**

#### **CONTRACTOR CERTIFICATION**

Contractor certifies by signing this Contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Contractor) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Contractor), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the Contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

#### **DEPARTMENT OFFICIAL CERTIFICATION**

Department official likewise certifies by signing this Contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this Contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

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Exhibit C  
Federal Provisions  
Oregon Department of Transportation

#### **CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION**

Contractor certifies by signing this Contract that to the best of its knowledge and belief, it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or

local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

**EXCEPTIONS:**

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this Contract, the Contractor is deemed to have signed this certification.

**II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-- PRIMARY COVERED TRANSACTIONS**

1. By signing this Contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the

certification set out below. This explanation will be considered in connection with the Department determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Department if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by entering into this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by entering into this Contract that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department

entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

### III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

#### **Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions**

Instructions for Certification

1. By signing and submitting this Contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without

modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions**

- a. The prospective lower tier participant certifies, by entering into this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of

the statements in this certification, such prospective participant shall submit a written explanation to Department.

**IV. EMPLOYMENT**

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranting, Department shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of this Contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

**V. NONDISCRIMINATION**

During the performance of this Contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of

the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this Contract. Contractor, with regard to the work performed after award and prior to completion of the Contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Contract covers a program set forth in Appendix B of the Regulations.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this Contract, Contractor agrees as follows:
  - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment,

upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the Contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
  - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement

as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

**DBE POLICY STATEMENT**

**DBE Policy.** It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this Contract.

**Required Statement For USDOT Financial Assistance Agreement.** If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

**DBE Obligations.** The Department and its Contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither Department nor its contractors shall

discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Department deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Contract.

**Records and Reports.** Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet Contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the Contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

**DBE Definition.** Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

**CONTRACTOR'S DBE CONTRACT GOAL**

**DBE GOAL   0   %**

By signing this Contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Contract for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

FOR INQUIRY CONCERNING  
DEPARTMENT'S DBE PROGRAM

**RESOLUTION EXERCISING THE POWER OF EMINENT DOMAIN EXHIBIT D**  
**Right of Way Services**

***(Instructions, please delete before completing form)***Regions: This portion of the document is unlocked. The LPA should block and copy to incorporate this language into their own standard resolution form **OR** fill in an "attested to" line or signature line at the bottom and use this form.

WHEREAS (insert title of agency) may exercise the power of eminent domain pursuant to (Agency's charter) (statutes conferring authority) and the Law of the State of Oregon generally, when the exercise of such power is deemed necessary by the (insert title of agency)'s governing body to accomplish public purposes for which (insert title of agency) has responsibility;

WHEREAS (insert title of agency) has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public;

WHEREAS the project or projects known as (insert Project name) have been planned in accordance with appropriate engineering standards for the construction, maintenance or improvement of said transportation infrastructure such that property damage is minimized, transportation promoted, travel safeguarded; and

WHEREAS to accomplish the project or projects set forth above it is necessary to acquire the interests in the property described in "Exhibit A," attached to this resolution and, by this reference incorporated herein; now, therefore

BE IT HEREBY RESOLVED by (Agency's Council, Commission, or Board)

1. The foregoing statements of authority and need are, in fact, the case. The project or projects for which the property is required and is being acquired are necessary in the public interest, and the same have been planned, designed, located, and will be constructed in a manner which will be most compatible with the greatest public good and the least private injury;
2. The power of eminent domain is hereby exercised with respect to each of the interests in property described in Exhibit A. Each is acquired subject to payment of just compensation and subject to procedural requirements of Oregon law;
3. The (insert title of agency)'s staff and the (Agency's Attorney, Counsel, or District's Counsel (or) (The Oregon Department of Transportation and the Attorney General) are authorized and requested to attempt to agree with the owner and other persons in interest as to the compensation to be paid for each acquisition, and, in the event that no satisfactory agreement can be reached, to commence and prosecute such condemnation proceedings as may be necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition. This authorization is not intended to expand the jurisdiction of any court to decide matters determined above or determinable by the (Agency's Council, Commission, or Board).
4. (insert title of agency) expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_



**DAN JOHNSON**  
DIRECTOR

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

October 11, 2018

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval to apply, and letter of support, for Safe Routes to Schools infrastructure grants for sidewalk and crossing improvements**

<b>Purpose/ Outcomes</b>	Apply for three Oregon Department of Transportation (ODOT) Safe Routes to Schools Infrastructure grants
<b>Dollar Amount and Fiscal Impact</b>	The total costs for the three projects are as follows: Fuller-Causey Crosswalk –\$185,588 Webster- Bixel Crosswalk – \$171,978 Webster Sidewalk - \$824,973
<b>Funding Source</b>	20% match is required. The Road Fund is the funding source for the match.
<b>Duration</b>	Construction between February 2019-2024
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"><li>• Build a strong infrastructure</li></ul>
<b>Contact Person</b>	Scott Hoelscher, Senior Transportation Planner - 742-4533

The Department of Transportation is requesting approval to apply for three Safe Routes to Schools infrastructure grants. Three locations in Clackamas County have been identified for sidewalk and crossing improvements. The three Safe Routes to Schools infrastructure projects are:

1. New crosswalk serving Whitcomb Elementary School at intersection of SE Fuller Rd and SE Causey Ave. consisting of rectangular rapid flashing beacons (RRFB); center lane pedestrian refuge and ADA curb ramps.
2. Crosswalk upgrade adjacent to Bilquist Elementary School consisting of RRFB and ADA curb ramps.
3. New construction of sidewalks on the east side of SE Webster Road from Bilquist Elementary School to Roots Road. The Sidewalk project length is 1,000 feet and includes curbs and ADA compliant intersection ramps.

The three projects would improve safety for children walking and/biking to Whitcomb and Bilquist Elementary Schools. Applications are due on October 15, 2018.

**RECOMMENDATION:**

Staff respectfully requests Approval to Apply for three ODOT Safe Routes to Schools infrastructure grants and requests the BCC send the attached letter of support for the applications.

Respectfully submitted

Scott Hoelscher, Senior Transportation Planner



**SCOTT CAUFIELD, MANAGER**  
 RESOURCE CONSERVATION AND SOLID WASTE PROGRAM

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING  
 150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

October 11, 2018

Board of Commissioners  
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Metro to Implement the  
FY 18-19 Annual Waste Reduction and Recycle at Work Program

<b>Purpose/ Outcomes</b>	This IGA amendment provides funding and updates the County's solid waste, waste reduction and recycling work plan for 2018-2019, developed collaboratively each year with Metro.
<b>Dollar Amount and Fiscal Impact</b>	The IGA amendment provides for FY 18-19 funding of \$ 443,612.61. These funds disbursed by Metro partially offset the cost of meeting state requirements for a Solid Waste Management Plan and Oregon's Opportunity to Recycle Act.
<b>Funding Source</b>	Metro's Regional System Fees and County Solid Waste Franchise Fees.
<b>Duration</b>	July 1, 2018 – June 30, 2019
<b>Previous Board Action</b>	The BCC has approved a Solid Waste Management Plan and supplemental funding from Metro annually since 1991.
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities. (BCC) 2. Honor, utilize, promote and invest in natural resources. (BCC) 3. Waste reduction and conservation of resources. (DTD-S&SW)
<b>Contact Person</b>	Eben Polk – Sustainability & Solid Waste (DTD) (503) 742-4470
<b>Contract No.</b>	Metro Contract No. 935581

**BACKGROUND:**

Annually Metro and local governments within the tri-county area collaborate to update and refine plans for waste reduction and recycling. This IGA covers FY18-19 funding and updates the work plan.

The annual plans are designed to meet the goals and objectives of our Regional Solid Waste Management Plan (RSWMP) which itself implements state policies for the provision of opportunities to recycle, and waste reduction. In its role as the lead agency for RSWMP implementation, Metro has approved the County's Annual Waste Reduction Plan for FY 18-19. 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 FY 17-18, this IGA includes additional funds to work with food-related businesses.

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. In addition to the unincorporated area, the County meets the annual responsibilities of the RSWMP and annual plans, for 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' work (\$211,087) and the Recycle at Work Program (\$141,753) increased by \$15,360 to \$ 352,840. An additional \$90,772 is included for work with businesses generating food scraps.

Attached for reference are our agreements with Cities to perform the work necessary to meet the obligations of the RSWMP in exchange for Metro funds and the Annual Waste Reduction and Recycle at Work Reports for year-end FY 17-18 (Year 28).

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

- Provided 130 presentations and school-wide assemblies, reaching thousands of K-12 students. 2,600 students pledged to begin practicing one waste reduction action/strategy.
- Provided grants to 2 schools to purchase milk dispensers, these schools reduced the amount of milk disposed by over half, in addition to the reduction of milk carton waste.
- Providing containers for recycling at 89 events including sporting events, Molalla Buckeroo, County Fair and the Pick-a-Thon.
- Providing 1,300+ consultations and 1,500+ recycling and compost containers to businesses.
- Providing recycling and waste reduction resources to 102 multifamily communities.
- Hosting or supporting 6 Repair Fairs in 4 communities in which residents help each other mend or fix clothes, small appliances, bikes and electronics.
- Over 89 Master Recyclers volunteering at 150 community events reached over 72,854 citizens.

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

County Counsel reviewed and approved this contract as to form on September 20, 2018.

Although contracts and agreements must typically be signed before their effective date, the creation and review by Metro of the annual plan has historically created a request by staff for the Boards signature after IGA's start date of July 1.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the FY 18-19 Plan and sign the Intergovernmental Agreement with Metro (No. 935581) to fund the programs.

Respectfully submitted,



Eben Polk, Supervisor  
DTD-Sustainability & Solid Waste

Attachments:

IGA Amendment for BCC Signature  
FY 17-18 Annual Report to Metro; FY 18-19 Annual Plan to Metro  
City Letters of Understanding for Ongoing Outreach

# Intergovernmental Agreement

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Metro Contract No. 935581

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 2018-19 Metro and Local Government Annual Waste Reduction Plan, Recycle at Work, and Business Food Waste Program.

2. Term. This Agreement shall be effective July 1, 2018, and shall remain in effect through June 30, 2019 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, 2018.

3. Services Provided and Deliverables. 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 the attached Scope of Work (Attachments A, B, C, and D).

4. Payment for Services. Metro shall pay County for Annual Waste Reduction services performed and materials delivered in the maximum sum of TWO HUNDRED ELEVEN THOUSAND, EIGHTY-SEVEN AND 21/100THS DOLLARS (\$211,087.21) and for Recycle at Work services performed and materials delivered in the maximum sum of ONE HUNDRED FORTY-ONE THOUSAND, SEVEN HUNDRED FIFTY-THREE AND 40 /100THS DOLLARS (\$141,753.40) and Business Food Waste Program services performed and materials delivered in the maximum sum of NINETY THOUSAND, SEVEN HUNDRED SEVENTY-TWO AND NO/100THS DOLLARS (\$90,772.00) in the manner and at the time designated in the Scope of Work.

## Intergovernmental Agreement

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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 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. Termination. 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. State Law Constraints. 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.

# Intergovernmental Agreement

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9. Notices. 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 Beaver Creek 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 Beaver Creek 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. 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 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.



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

# 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

# Intergovernmental Agreement

## Scope of Work – Exhibit A

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### Attachment A

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

- a) Term: July 1, 2018 to June 30, 2019.
- 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. 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, 2019, the activities specified in Attachments A through D have been completed.
  4. On or before August 1, 2019, submit the following:
    - A) A completed reporting template.
    - B) Demonstrated compliance with OAR 340-090-0030 to 340-090-0042 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:
  1. Upon completion of section (b)(1) and (b)(2) of this Scope of Work, Metro shall pay County \$211,087.21 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 [metroaccountspayable@oregonmetro.gov](mailto:metroaccountspayable@oregonmetro.gov). 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.

## Intergovernmental Agreement

### Scope of Work – Exhibit A

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

Barlow	\$68.74
Canby	\$8,482.63
Estacada	\$1,670.05
Gladstone	\$6,028.47
Happy Valley	\$10,258.08
Johnson City	\$287.68
Lake Oswego	\$19,090.00
Milwaukie	\$10,466.33
Molalla	\$4,893.04
Oregon City	\$17,622.08
Rivergrove	\$254.58
Sandy	\$5,526.95
West Linn	\$13,083.93
Wilsonville	\$12,380.27
<u>Unincorporated Clackamas County</u>	<u>\$100,974.39</u>
TOTAL	\$211,087.21

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.

# Intergovernmental Agreement

## Scope of Work – Exhibit A

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### Attachment B

#### SCOPE OF WORK: Recycle at Work

- a) Term: July 1, 2018 to June 30, 2019.
- 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.
  2. Implement the Recycle at Work Annual Outreach Plan in Attachment D that identifies the County's strategy for targeting and recruiting businesses for waste prevention and recycling assistance and compliance with business recycling requirements.
  3. Collect data for each business assisted that summarizes contact information and type of assistance provided.
  4. On or before August 1, 2019, 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 grant funds spent on the business assistance program during the fiscal year (July 1, 2018 through June 30, 2019);
      - iii) A list of staff who worked on business assistance during the fiscal year (July 1, 2018 through June 30, 2019), 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
  5. Make resources available to businesses as appropriate for the County.
  6. Establish a compliance program for the Business Recycling Requirement consistent with Section 2.6 of the administrative procedures for Metro Code Chapter 5.10 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 Recycle at Work program.
  2. Monitor the general program progress and review as necessary, County's accounting records relating to Recycle at Work program expenditures.
  3. Notify the County of Metro business assistance or pilots and any other business recruitment

# Intergovernmental Agreement

## Scope of Work – Exhibit A

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scheduled for the term of the IGA.

4. Provide the County with standardized reporting forms for annual progress reports.
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:

1. Metro shall pay County \$141,753.40 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 [metroaccountspayable@oregonmetro.gov](mailto:metroaccountspayable@oregonmetro.gov). 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	\$27.91
Canby	\$5,293.00
Estacada	\$0*
Gladstone	\$2,675.31
Happy Valley	\$2,957.96
Johnson City	\$14.40
Lake Oswego	\$18,701.04
Milwaukie	\$11,846.24
Molalla	\$2,484.47
Oregon City	\$13,800.51
Rivergrove	\$14.40
Sandy	\$3,178.50
West Linn	\$4,455.84
Wilsonville	\$18,288.76
<u>Unincorporated Clackamas Co.</u>	<u>\$58,015.07</u>
<b>TOTAL</b>	<b>\$141,753.40</b>

## Attachment C

### SCOPE OF WORK: Business Food Waste Program

- a) Term: July 1, 2018 to June 30, 2019.
- 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 technical assistance for composting, food waste prevention and donation with food-generating businesses.
  2. Utilize funding to support staff and to purchase program-related equipment and supplies with funding allocated as described in section d) 2. below.
  3. Participate in the Commercial Work Group (CWG) and CWG Food Scraps Subcommittee for the purpose of collaborating on multijurisdictional food-generating business assistance.
  4. Participate in the Food Scraps Program Evaluation System development, testing and implementation process.
  5. Provide quarterly reports illustrating assistance provided, success or challenges, and report annually on expenditures used for equipment and supplies.
- 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. Develop and implement a transition plan to facilitate the shift from the current reporting method to the new Food Scraps Program Evaluation System.
- d) Budget and Terms of Payment:
1. Metro shall pay County \$90,772.00 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 [metroaccountspayable@oregonmetro.gov](mailto:metroaccountspayable@oregonmetro.gov). 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:

Staffing support:	\$80,000.00
<u>Equipment/Supplies:</u>	<u>\$10,772.00</u>
Total	\$90,772.00

## Attachment D

FY 2018-19

### LOCAL GOVERNMENT ANNUAL WASTE REDUCTION WORK PLAN TEMPLATE

Jurisdiction: Clackamas County Contact: Eben Polk

#### 1. Program Overview Narrative

*Instruction: Provide a narrative overview of programs, services and focus areas for FY 2018-19 below.*

##### Clackamas County Program Overview Narrative

Clackamas County provides waste prevention, recycling and reuse education for the unincorporated areas of the County, and by agreement for the cities of Barlow, Canby, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn and Wilsonville. The County provides the same services informally to residents and businesses in Rivergrove and Johnson City.

Clackamas County's program serves approximately 413,000 residents, as detailed in the table below (Source: Portland State University 2017 Oregon Population Report).

Jurisdiction	2017 Estimated Population in Clackamas County
<b>Barlow</b>	135
<b>Canby</b>	16,660
<b>Estacada</b>	3,280
<b>Gladstone</b>	11,840
<b>Happy Valley</b>	19,985
<b>Johnson City</b>	565
<b>Lake Oswego (part)*</b>	34,920
<b>Milwaukie</b>	20,550
<b>Molalla</b>	9,610
<b>Oregon City</b>	34,610
<b>Portland (part)*</b>	770
<b>Rivergrove (part)*</b>	464
<b>Sandy</b>	10,855
<b>Tualatin (part)*</b>	2,911
<b>West Linn</b>	25,695
<b>Wilsonville (part)*</b>	21,835
<b>Unincorporated Clackamas County</b>	198,315
<b>TOTAL</b>	<b>413,000</b>

\*City is located and has population in more than one county.

Entering FY 18-19, Clackamas County's Resource Conservation & Solid Waste program will be renamed the Sustainability & Solid Waste (S&SW) Program with the new fiscal year. The program has 11.38 budgeted FTE spread across 13 positions including an Americorps member. At least four vacancies will be filled in the next fiscal year (3 regular staff and the Americorps). The S&SW program is part of the County's Department of Transportation & Development (DTD). The program oversees activities that promote recycling, waste reduction and reuse, and fulfill obligations under the Regional Solid Waste Management Plan and Opportunity to Recycle Act on behalf of the County and by agreement, its cities. The program also administers the County's integrated solid waste collection system in the unincorporated areas of the County and for the Cities of Barlow and Happy Valley, and consults with cities occasionally on their franchise administration. This includes regulatory oversight and solid waste collection planning for eight franchised garbage and recycling collection companies operating twenty-two (22) franchises, and one County-owned transfer station. The S&SW program oversees the County's solid waste code, licenses independent recyclers, conducts annual reviews of solid waste fees, participates in regional solid waste planning activities, and represents the County in matters involving materials management policy and facilities, with DEQ and Metro. It also funds solid waste-related code enforcement and contributes to the Dump Stoppers program to clean up and enforce on illegal dumping in public forestlands.

Staff specialists in waste prevention and recycling education and technical assistance implement the Annual Waste Reduction Plan, reaching the community and solid waste generators broadly, residents in single- and multi-family housing, businesses, government agencies, schools and other organizations. Other staff members focus on franchise administration, solid waste planning, program management, administrative assistance, and other activities directed by DTD or the County. In the coming fiscal year the program will hire a staff person to serve partly in a sustainability coordinator role for county operations, and partly in disaster preparedness, such as disaster debris planning and franchisee preparedness. We are also converting our limited-term position focused on food program development to a regular position that will also conduct design review on enclosures.

In addition our program has been awarded an AmeriCorps member for FY 18-19, whose work will be focused on food waste education in schools and the community at large, and multifamily assistance, particularly in low income communities.

Staff responsibilities are generally organized as follows:

- 1 Analyst: Community / residential outreach, volunteer coordination (1 FTE)
- 1 Analyst: School education (0.85 FTE, funded by County and Collectors)
- 1 Analyst: Multifamily assistance (0.6 FTE), residential/community (0.4 FTE)
- 1 Analyst: Commercial assistance including food (1 FTE)
- 1 Part-time Analyst: Commercial assistance including food (0.48 FTE)
- 1 Analyst: Commercial food donation & prevention; enclosure design review (1 FTE) - VACANT
- 1 Analyst: Disaster preparedness and sustainability coordination (1 FTE) - VACANT
- 1 Sr. Analyst: Commercial assistance & coordination (0.9 FTE), other duties (0.1 FTE)
- 1 Sr. Analyst: Solid waste planning and franchise administration (1 FTE)
- 1 Administrative Assistant (1 FTE) - VACANT
- 1 Seasonal Event Recycling Assistant (0.3 FTE)
- 1 Americorps member: schools food waste education & multifamily (0.75 FTE)
- 1 Supervisor (1 FTE)
- 1 Division Manager (0.125 FTE)

## **Customer Service**

Residents, employees, and the public have access to customer service and resources through a dedicated phone line (503-557-6363), emails ([wasteinfo@clackamas.us](mailto:wasteinfo@clackamas.us) and [sustainability@clackamas.us](mailto:sustainability@clackamas.us)), and website ([www.clackamas.us/recycling](http://www.clackamas.us/recycling)). Contact information is included online, in phone directories, on educational materials, newsletters and other publications, in chamber directories and on our webpage. We track commercial technical assistance with a Salesforce CRM database, multifamily assistance with an Access database, and schools assistance with Excel. We also continue to research other options for tracking customer inquiries. Web pages are provided for residential, business, and multifamily audiences, with local information and resources, as well as links to relevant regional and state resources. A substantial reorganization of our web pages is underway, and these pages will continue to be updated. We also intend to continue exploring expanded use of 3<sup>rd</sup> party tools to promote mobile access to service and to notifications for service, promote waste prevention and to direct residents to regional and local resources.

## **Customer Diversity**

Geographically and culturally, Clackamas County is a microcosm of Oregon: rural, suburban, and urban communities, farmland, and significant public and privately owned forestland. Demographically, Clackamas County has a slightly higher percentage of residents over age 65 (16%) compared to the rest of the Metro region. Cultural and ethnic diversity in the county is growing. Residents identifying as Hispanic or Latino constituted 8.4% of the population in 2016, up from 7.3% in 2010. An estimated 27% of students in public schools (K-12) are minorities. The County's residents, by race, are 89% white, 4.1% Asian, 0.9% black, 0.7% American Indian, 0.3% Hawaiian / Pacific Islander, 1.7% other, and 3.4% are of two or more races.

This plan includes continued steps to promote access to services and reach under-served residents and businesses in multiple languages and culturally relevant ways. Our most frequently-provided printed item, our guide for recycling at home and work, is available in Spanish, Russian, Chinese [Mandarin], and Vietnamese. Two staff are fluent in Spanish. Our depot list that summarizes what materials can be recycled or responsibly disposed via drop-off by customers is also available in Spanish.

## **Program Requirements**

Clackamas County's programs comply with the requirements of the Regional Solid Waste Management Plan and state program elements for waste prevention and recycling programs contained in OAR 340-090-0030-45 and ORS 459A. The County and its cities also all comply with the Regional Service Standard.

## **Programmatic Highlights by Customer Segment**

### **Community & Residents**

The RC&SW program publishes pages focused on waste reduction and recycling in the quarterly county newsletter, #ClackCo Quarterly. In FY 18-19, ten (10) pages are planned to be published in three issues. It is delivered to all residential (including multifamily) and business mail recipients in the county, approximately 175,000 addresses. In FY 18-19, we will again pursue a complementary a paper and electronic 'insert' in garbage bills to reach customers in a second format.

Recycling guides (now available in English, Spanish, Chinese [Mandarin], Vietnamese, and Russian) are made available to collection companies to distribute to customers where collectors identify improper recycling. They are also made available to multifamily property owners/managers to include in move-in packets and at lease renewals, as well as to the general public at community events.

We host an education and outreach tent at the five-day Clackamas County Fair in August. Topics typically include food waste reduction, reusing materials rather than buying new and continuing to educate about curbside and non-curbside recycling. We will partner with Metro to include Healthy Homes information and Clackamas River Water Providers to provide water conservation information.

Throughout the year, we will provide similar education and customized displays at other community events, such as the Spring Garden Fair, farmers markets and wellness fairs and at presentations, upon request. Some events will be supported by Master Recyclers. Popular topics include the reduction of food waste, recycling 'Yes and Nos', green cleaners, backyard composting and natural gardening.

In the last year work with Master Recyclers and event-based outreach, have taken greater advantage of the increased resources and messaging for food waste prevention including the Eat Smart Waste Less resources and outreach shared with Gresham, Beaverton, and Washington County, and film screenings.

Also this year, we will continue working with multifamily communities with waste reduction and recycling efforts. This may include improving signage, providing technical assistance on-site (service levels, bulky waste, reuse, etc.), conducting door-to-door outreach, giving presentations (Three Rs; Eat Smart, Waste Less; movie screenings and discussion, etc.), tabling at community events, or supplying resources for residents/staff. With the help of an AmeriCorps Member, extra attention will be given to low-income communities, specifically those belonging to the Housing Authority of Clackamas County and Northwest Housing Alternatives.

In the coming year we will continue developing or building on recent or new initiatives. In an effort to improve participation and material quality for curbside recycling, we will build on lessons learned from our 17-18 cart-tagging project that covered 3,500 homes among three franchised collectors, working towards re-integrating household-level feedback on a broader, more sustained basis. We have launched a project studying libraries of things / tool libraries with the Clackamas County Library Network, with the intent to pilot one or two such libraries. We will continue building new opportunities for Repair Fairs as part of the effort to develop a culture of repair and reuse.

### **Construction & Demolition**

In the last two years we proposed, supported, and saw adopted statewide amendments to residential and commercial building codes that would more easily allow lumber from deconstruction to be reused in construction without additional inspection or special permission from a local building official. We subsequently developed a survey for building officials to learn more about demolition permit processes and where applicable, deconstruction processes. Once results are in hand we will summarize, share, and proceed with identifying options for Clackamas County to encourage deconstruction through its permit processes. We will also continue to improve the degree to which our colleagues in Building Codes and our permits lobby help raise awareness about asbestos disposal.

### **Toxics Reduction**

New for the county this year we will be proactively advertising and scheduling workshops in the community on green cleaners, and will explore creating a complementary presentation in Spanish.

### **Other**

Clackamas County will continue its robust engagement with schools for waste reduction and recycling, offering services including but not limited to waste reduction packets, presentations, technical assistance, mini-grants, and Oregon Green Schools certification among others. In 17-18 we developed a pilot to provide milk dispensers and reusable cups for two Canby schools, which will be expanded upon and lifecycle benefits will be studied in partnership with DEQ.

Commercial food waste outreach will continue in the stepped-up manner begun in 17-18. We continue developing efforts in waste prevention technical assistance, enrollment in food scrap collection, and supporting the development of the proposed food scrap collection mandate. We will also continue researching a pilot project to support additional donation for food types or with food partners that are not typically reached with the existing food donation system based in Portland.

Event recycling technical assistance will also continue. In 14-15, the program was refocused and revised.

## **2. Recycle at Work Program Overview Narrative**

*Instruction: 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.*
- *Jurisdiction's strategy for targeting and recruiting businesses for Recycle at Work assistance.*
- *Description of the compliance program for the Business Recycling Requirement consistent with Section 2.6 of the administrative procedures for Metro Code Chapter 5.10.*

Business technical assistance and Business Recycling Requirement compliance, referred to here as the Recycle at Work program, is implemented through the Sustainability & Solid Waste Program. The program, supported in part through regional RAW funding, provides technical assistance to businesses on waste prevention, recycling and toxics reduction, and has integrated commercial food waste technical assistance over the last two years. We heavily emphasize food waste issues in our targeting of businesses to assist, and continue to integrate food waste assistance and skills within the team assigned to the commercial sector, observing that for many businesses, food waste is not a separate issue, it is part of their wholistic efforts to reduce waste and adopt more sustainable practices. In FY 18-19 the program is budgeted to be staffed at 2.4 FTE, not including an additional staff person who will be focused on food program development and whose work, when assisting businesses, may also qualify within this area. These 2.4 FTE (3 staffers) will continue providing onsite technical assistance in the adoption of waste reduction and sustainability practices and Business Recycling Requirement compliance services to businesses.

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, 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. We feature certain businesses that are models for others in written publications and occasionally in a video.

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 CWG work group. 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 Resource Conservation & 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.

\* Includes all cities in Clackamas County within the Metro boundary, as well as cities outside the boundary that adopted the Business Recycling Requirement, including Canby, Molalla and Sandy.

### 3. Budget Information

*Instruction: Provide overall solid waste and recycling budget below.*

Budget Summary							
	FY 15-16 Actual	FY 16-17 Actual	FY 17-18 Amended Budget	FY 17-18 Projected Year End	FY 18-19 Proposed Budget	Chg from Prior Yr Budget	% Chg from Prior Yr Budget
<b>Beginning Balance</b>	<b>655,067</b>	<b>984,818</b>	<b>1,455,492</b>	<b>1,455,492</b>	<b>1,232,007</b>	<b>(223,485)</b>	<b>-15.35%</b>
Licenses & Permits	1,493,566	1,524,574	1,464,000	1,557,000	1,560,000	96,000	6.56%
Federal Grants & Revenues	1,036	-	-	-	-	-	0%
State Grants & Revenues	-	19,767	-	16,233	-	-	0%
Local Government & Other Agencies	305,042	418,847	428,500	420,981	423,500	(5,000)	-1.17%
Charges for Service	-	102,855	-	(1,320)	-	-	0%
Fines & Penalties	29,727	9,001	10,000	2,500	10,000	-	0%
Miscellaneous Revenue	47,814	80,592	32,000	44,544	43,500	11,500	35.94%
<b>Operating Revenue</b>	<b>1,877,185</b>	<b>2,155,636</b>	<b>1,934,500</b>	<b>2,039,938</b>	<b>2,037,000</b>	<b>102,500</b>	<b>5.30%</b>
<b>Total Rev - Including Beginning Bal</b>	<b>2,532,252</b>	<b>3,140,454</b>	<b>3,389,992</b>	<b>3,495,430</b>	<b>3,269,007</b>	<b>(120,985)</b>	<b>-3.57%</b>
Personnel Services	803,559	934,897	1,007,973	994,888	1,183,215	175,242	17.39%
Materials & Services	498,635	523,763	720,006	721,018	770,048	50,042	6.95%
Indirect Costs	76,519	37,376	44,519	44,519	41,309	(3,210)	-7.21%
Cost Allocation Charges	120,959	122,941	125,765	125,765	132,395	6,630	5.27%
Capital Outlay	5,900	33,738	91,000	286,000	50,000	(41,000)	-45.05%
<b>Operating Expenditure</b>	<b>1,505,572</b>	<b>1,652,715</b>	<b>1,989,263</b>	<b>2,172,190</b>	<b>2,176,967</b>	<b>187,704</b>	<b>9.44%</b>
Special Payments	41,862	32,247	-	16,233	-	-	0%
Interfund Transfers *	-	-	75,000	75,000	75,000	-	0%
Reserve for Future Expenditures	-	-	405,522	-	698,998	293,476	72.37%
Contingency	-	-	920,207	-	318,042	(602,165)	-65.44%
<b>Total Exp - Including Special Categories</b>	<b>1,547,434</b>	<b>1,684,962</b>	<b>3,389,992</b>	<b>2,263,423</b>	<b>3,269,007</b>	<b>(120,985)</b>	<b>-3.57%</b>
<b>General Fund Support (if applicable)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>

### 4. Annual Work Plan Task Tables

*Instruction: Complete the following:*

**Table 1. Maintenance of Existing Programs, Recycle at Work.**

**Table 2. Regional Service Standard Table for your jurisdiction and cooperative members.**

**Table 1: Maintenance of Existing Programs and Recycle at Work**

(Add additional table rows as needed)

<b>A. Single-family Residential Recycling</b>	
Activity Description	Indicator of Success/ Measurement Metrics
<p>1) Educate residents about recycling at home.</p> <ul style="list-style-type: none"> <li>a) Promote proper recycling at outreach opportunities.</li> <li>b) Keep the county’s Recycle Guide up-to-date, relevant, and accessible to multiple populations.</li> <li>c) Provide specialized education on recycling contaminants, including materials identified in the Contamination Reduction Education Plan (CREP).</li> <li>d) Develop a sustainable methodology for residential cart-tagging.</li> <li>e) Provide direct feedback to single-family households on their recycling via cart tags.</li> <li>f) Coordinate with regional partners on outreach.</li> </ul>	<ul style="list-style-type: none"> <li>• 1 article in #ClackCo Quarterly about the recycling system and/or relevant recycling news.</li> <li>• 2 Recycle Guides in #ClackCo Quarterly.</li> <li>• 4 city/community newsletters provided recycling information to include in their own publications.</li> <li>• 1 Bill Insert providing recycling information distributed to all garbage and recycling customers.</li> <li>• 4 or more Facebook, Twitter, or Nextdoor posts about recycling contamination and/or proper recycling.</li> <li>• 500 up-to-date Recycle Guides distributed.</li> <li>• Recycle Guide available in 5 languages online.</li> <li>• 1,000 or more households receive cart tags.</li> <li>• Plan developed to implement residential cart tagging throughout the county on a schedule.</li> </ul>
<p>2) Educate residents about recycling at depots and other non-curbside locations.</p> <ul style="list-style-type: none"> <li>a) Keep the county’s Depot List of where to recycle or dispose of non-curbside materials up-to-date and relevant. Includes, among other things, appliances, batteries, HHW, lamps, Styrofoam, tires, etc.</li> <li>b) Encourage participation in product stewardship programs. (ex: Paint Care, Bottle Drop, Oregon E-Cycles, etc.)</li> <li>c) Investigate compliance among electronics retailers on educating the public about the Oregon E-Cycles program.</li> </ul>	<ul style="list-style-type: none"> <li>• 1 or more Depot Lists in #ClackCo Quarterly.</li> <li>• 500 up-to-date Depot Lists distributed.</li> <li>• 1 article on Bottle Drop bottle wash initiative featured in #ClackCo Quarterly.</li> <li>• 1 ad on Paint Care in #ClackCo Quarterly.</li> <li>• 1 ad on Oregon E-Cycles in #ClackCo Quarterly.</li> <li>• 1 or more Facebook, Twitter, or Nextdoor posts about the redemption of deposit containers.</li> </ul>

	<ul style="list-style-type: none"> <li>• Interview a number of local and chain electronics retailers on how/if they are incorporating Oregon E-Cycles information at point-of-sale.</li> </ul>
<p>3) Educate residents about home and backyard composting, and curbside composting.</p> <p>a) Provide publications and/or display materials at community events and upon request.</p> <p>b) Promote other local groups providing education on composting and use of compost. (ex: Oregon State Extension Services, Master Gardeners, etc.)</p> <p>c) Where service is available, promote curbside composting.</p>	<ul style="list-style-type: none"> <li>• 1 or more Facebook, Twitter, or Nextdoor posts about compost.</li> <li>• 1 or more links to composting resources on our website.</li> <li>• Research possibility of selling discounted Metro compost bins at a more convenient location for Clackamas County residents.</li> <li>• Partner with master recyclers and communities that have curbside composting to further develop educational materials.</li> </ul>

**B. Single-family Residential Waste Prevention & Reuse**

Activity Description	Indicator of Success/ Measurement Metrics
<p>1) Raise awareness around the issue of wasted food.</p> <p>a) Partner with other local jurisdictions on the Eat Smart, Waste Less Challenge (ESWLC).</p> <p>b) Partner with Farmers Markets to test new outreach strategies for educating the public about wasted food.</p> <p>c) Partner with OSU Extension to offer a hands-on class on ways to waste less food.</p> <p>d) Promote programs/organizations that support alternatives to wasted food. (ex: OSU Extension’s Family Food Education Program, Gleaners of Clackamas County, etc.)</p>	<ul style="list-style-type: none"> <li>• 10 community events will include the Reduce Wasted Food kit with ESWLC materials.</li> <li>• 1 ad promoting ESWL will be featured in #ClackCo Quarterly.</li> <li>• 1 or more Facebook or Twitter posts about wasting less food.</li> <li>• 3 or more ESWL presentations.</li> <li>• 100 ESWLC pledges to reduce wasted food at home.</li> <li>• 3 Farmers Markets are testing a new outreach tool.</li> <li>• 2 links to food preservation and rescue resources will be provided on our website and/or provided in relevant flyers as part of the Reduce Wasted Food kit.</li> </ul>
<p>2) Promote the reduction of waste through reuse.</p> <p>a) Keep the Reuse flyer, which lists local and regional reuse-centered businesses, up-to-date and relevant.</p> <p>b) Lead and/or support Repair Fairs throughout the county.</p> <p>c) Work with county partners to establish a Library of Things.</p>	<ul style="list-style-type: none"> <li>• 1 or more Facebook, Twitter, or Nextdoor posts about opportunities and resources to reduce waste and encourage reuse.</li> <li>• 1 article in #ClackCo Quarterly promoting reuse.</li> <li>• 3 Repair Fairs.</li> <li>• 1 or more Library of Things open.</li> </ul>

<p>3) Support Master Recycler volunteers and the regional Master Recycler program.</p> <ul style="list-style-type: none"> <li>a) Promote the Master Recycler course.</li> <li>b) Provide opportunities for community outreach and payback hours.</li> <li>c) Support Master Recyclers in their own, self-directed community outreach efforts.</li> <li>d) Provide continued education opportunities.</li> </ul>	<ul style="list-style-type: none"> <li>• 1 ad in #ClackCo Quarterly, Facebook, Twitter, Nextdoor, e-newsletters, website, 4 city/community newsletters promoting the Master Recycler course.</li> <li>• 1 Master Recycler course hosted in county each year.</li> <li>• 4 staff presentations given during the Master Recycler course.</li> <li>• 10 or more volunteer opportunities arranged/offered to Master Recyclers for fulfillment of their payback hours.</li> <li>• 3 or more tabling topics available for Master Recyclers to check-out.</li> <li>• 3 or more presentations topics available to Master Recyclers.</li> <li>• 1 refresher event.</li> <li>• 1 volunteer appreciation event.</li> <li>• Explore other ways to show our appreciation to active Master Recyclers (rewards/recognition program, etc).</li> </ul>
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<b>C. Multifamily Residential Recycling</b>	
Activity Description	Indicator of Success/ Measurement Metrics
<p>1) Promote recycling outreach and education to property managers and residents at multifamily communities.</p> <ul style="list-style-type: none"> <li>a) Educate property managers and residents through direct outreach, e-newsletters, events, flyers, magnets, mass mailings, and our website about recycling, including, but not limited to, curbside recycling, e-cycles, recycling depots, etc.</li> <li>b) Offer presentations, door-to-door outreach, and tabling at events to promote recycling right to multifamily residents.</li> <li>c) Explore the possibility of a rating system for multifamily communities based on a number of factors that could indicate their use of waste reduction and recycling best practices.</li> </ul>	<ul style="list-style-type: none"> <li>• 120 communities receive recycling information (e.g. flyers, e-newsletter, signs, bags, etc.)</li> <li>• 250+ property managers and staff receive the quarterly e-newsletter containing recycling hints, tips, and best practices.</li> <li>• 1 mass mailing sent to property owners/managers to promote recycling outreach and education at multifamily communities.</li> <li>• 15 communities distribute plastic film flyers to residents.</li> <li>• 750 reusable recycling bags are distributed to property managers for residents.</li> <li>• 20 multifamily communities receive presentations, door-to-</li> </ul>

	<p>door outreach, tabling or other interactive activity about recycling right.</p> <ul style="list-style-type: none"> <li>• Create and provide magnets to promote recycling right.</li> <li>• A draft rating system is created.</li> </ul>
<p>2) Provide technical assistance to multifamily communities.</p> <ol style="list-style-type: none"> <li>Offer assistance to communities that have not received assistance in the past two years.</li> <li>Target outreach to communities with missing service streams.</li> <li>Provide on-site assistance, as requested/needed.</li> </ol>	<ul style="list-style-type: none"> <li>• 50+ communities that have not received assistance in the past two years receive resources and/or assistance.</li> <li>• 60 remaining communities listed as missing a stream have their service levels verified and adjusted, if needed.</li> <li>• Update database capabilities to export service level data.</li> </ul>
<p>3) Reach out to property management companies, especially those located in Clackamas County, to offer waste reduction and recycling outreach and assistance in a top-down approach.</p>	<ul style="list-style-type: none"> <li>• Present to at least one (1) property management company's property manager meeting.</li> </ul>
<p>4) Track assistance to low-income communities to ensure, at least, equitable assistance.</p> <ol style="list-style-type: none"> <li>Identify low-income communities as identified in the State of Oregon's "Affordable Housing Inventory in Oregon" database.</li> <li>Update the Multifamily Database to indicate current inventory of low-income communities.</li> <li>Target outreach to low-income communities through partnerships, cold calls, and mailings.</li> </ol>	<ul style="list-style-type: none"> <li>• Equitable outreach to low-income communities.</li> <li>• The eight (8) known low-income communities with missing service for one or more recycling streams will be remedied.</li> </ul>
<p>5) Recruit and train an AmeriCorps member to collaborate with, and deliver recycling resources and services to low-income communities, including those associated with Northwest Housing Alternatives and Housing Authority of Clackamas County.</p> <ol style="list-style-type: none"> <li>Analyze existing service levels to identify communities that could benefit from increased service.</li> <li>Identify communities that could benefit from changes to infrastructure/equipment (better signage, repositioning of bins, etc.).</li> <li>Provide outreach to communities with adequate access – meet with property managers and/or resident service coordinators to develop strategies.</li> </ol>	<ul style="list-style-type: none"> <li>• AmeriCorps Member will be hired, onboarded, and empowered to work with target communities.</li> <li>• AmeriCorps Member will work with the 14 target communities to provide recycling support.</li> <li>• AmeriCorps Member will work with at least 10 additional low-income communities that are missing a recycling stream, haven't been outreached to in the last five years, or both.</li> </ul>

**D. Multifamily Residential Waste Prevention & Reuse**

Activity Description	Indicator of Success/ Measurement Metrics
<p>1) Promote waste prevention, reuse, and repair to property managers and residents at multifamily communities.</p> <p>a) Educate property managers and residents through direct outreach, newsletters, events, mass mailings, and our website about waste prevention, including, but not limited to, information on junk mail reduction and wasted food prevention (Eat Smart, Waste Less), donation, reuse, repair, etc.</p> <p>b) Offer presentations, tabling at events, and movie screenings to promote waste reduction and reuse to multifamily residents.</p> <p>c) Notify property managers and provide flyers about upcoming Repair Fairs in their neighborhood.</p> <p>d) Explore the possibility of a rating system for multifamily communities based on a number of factors that could indicate their use of waste reduction and recycling best practices.</p>	<ul style="list-style-type: none"> <li>• 120 communities receive waste prevention information (e.g. flyers, junk mail kit, food waste reduction, e-newsletter, etc.).</li> <li>• 250+ multifamily property managers and staff receive quarterly e-newsletter that includes information about waste reduction (e.g. bulky waste donation, reuse, Energy Trust of Oregon, MetroPaint, etc.).</li> <li>• 1 mass mailing sent to property owners/managers to promote recycling outreach and education at multifamily communities.</li> <li>• 12 multifamily communities receive presentations, movie screenings, tabling, or other interactive event on waste prevention, reuse, and repair.</li> <li>• Communities are made aware of upcoming Repair Fairs near them.</li> <li>• A draft rating system is created.</li> </ul>
<p>2) Promote waste reduction technical assistance program to multifamily property managers.</p> <p>a) Explore community reuse through share tables, magazine exchanges, book libraries, "For Free/Sale" bulletin boards, etc.</p> <p>b) Encourage property managers to call donation agencies to collect bulky waste if items are in good, working condition.</p> <p>c) Raise awareness among property managers that they should call their collector for pick-up of bulky waste items for disposal.</p> <p>d) Develop baseline information about how properties deal with bulky waste items.</p>	<ul style="list-style-type: none"> <li>• Reuse efforts are tracked in the multifamily database to identify efforts already taking place.</li> <li>• Property managers at 10 communities are referred or encouraged to call reuse organizations for bulky waste donation.</li> <li>• Work with at least one (1) community to test bulky waste best practices.</li> </ul>
<p>3) Reach out to property management companies, especially those located in Clackamas County, to offer waste reduction and recycling outreach and assistance in a top-down approach.</p>	<ul style="list-style-type: none"> <li>• Present to at least one (1) property management company's property manager meeting.</li> </ul>
<p>4) Recruit and train an AmeriCorps member to collaborate with, and deliver waste reduction resources and services to low-income communities, including those associated with Northwest Housing Alternatives and Housing Authority of Clackamas County.</p> <p>a) Work with property managers and/or resident service coordinators to educate and promote waste reduction among residents.</p>	<ul style="list-style-type: none"> <li>• 10 communities receive information on waste reduction.</li> <li>• 5 communities receive hands-on workshops for residents promoting waste reduction.</li> </ul>

<p>b) Provide on-site workshops for residents to encourage waste reduction, including wasted food prevention through Eat Smart, Waste Less, toxics reduction through green cleaner use, etc.</p> <p>c) Explore community reuse through share tables, magazine exchanges, book libraries, “For Free/Sale” bulletin boards, etc.</p>	<ul style="list-style-type: none"> <li>• Reuse efforts are tracked in the multifamily database to identify efforts already taking place.</li> </ul>
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<b>E. Construction &amp; Demolition Recycling</b>	
Activity Description	Indicator of Success/ Measurement Metrics
<p>1) Distribute Metro Construction Salvage &amp; Recycling toolkits, when available at DTD lobby counter, local libraries, jurisdictions and relevant community events.</p>	<ul style="list-style-type: none"> <li>• Supply 400 toolkits and carpenter’s pencils in DTD lobby resource area. Regularly stock.</li> <li>• Supply local libraries and local jurisdictions within Clackamas County with 150 Toolkits, restock at request.</li> </ul>
<p>2) Explore opportunities to repurpose DTD lobby screens to convey information and advisories about deconstruction, salvage, reuse, and recycling (e.g. asbestos, paint care, Habitat ReStores, etc.).</p>	<ul style="list-style-type: none"> <li>• Content developed for inclusion on DTD permit lobby screens.</li> </ul>

<b>F. Construction &amp; Demolition Waste Prevention &amp; Reuse</b>	
Activity Description	Indicator of Success/ Measurement Metrics
<p>1) Continue to promote local businesses that accept and/or sell salvaged construction and demolition materials, building materials.</p>	<ul style="list-style-type: none"> <li>• Feature one ad about local reuse stores and/or one ad about Metro Paint in #ClackCo Quarterly.</li> <li>• Supply 50 each of Metro Healthy Home Improvement cards, Metro Paint, Canby Habitat ReStore and Rebuilding Center brochures in the DTD lobby, and at relevant events.</li> </ul>
<p>2) Work with Building Codes staff issuing permits to provide information about asbestos and Metro and DEQ requirements and new rules. Increase visibility of asbestos-related information in our permit lobby.</p>	<ul style="list-style-type: none"> <li>• Permit customers are provided information about these requirements through our website and the DTD lobby, and information also made available for distribution through cities’ permit processes.</li> </ul>

<p>3) Analyze the survey completed of other jurisdictions issuing building permits; summarize the processes and policies used by jurisdictions for building removal (and hazard mitigation) to explore potential for more consistent use of deconstruction and recovery of materials.</p>	<ul style="list-style-type: none"> <li>• Results of a survey will be made available to building code officials, summarizing the variety of approaches and policies surrounding building removal and promotion of deconstruction.</li> <li>• Explore creating a new internal process.</li> <li>• Explore the potential for creating a new demo/decon policy for the County.</li> </ul>
<p>4) Inventory properties potentially subject to removal in buildout of the County's transportation capital improvement plan to identify opportunities for deconstruction.</p>	<ul style="list-style-type: none"> <li>• A summary is developed of any such properties through discussion with Transportation Engineering and Transportation Planning staff.</li> </ul>

<b>G. Toxicity Reduction</b>	
Activity Description	Indicator of Success/ Measurement Metrics
<p>1) Educate residents about the hazards of toxics, alternatives, and proper disposal.</p> <ol style="list-style-type: none"> <li>a) Provide information about Household Hazardous Waste and proper disposal.</li> <li>b) Promote the use of green cleaners.</li> <li>c) Promote the Metro Hazardous Waste Facilities for safe disposal of unwanted hazardous waste.</li> <li>d) Promote safe disposal of unwanted medication and medical sharps.</li> </ol>	<ul style="list-style-type: none"> <li>• 1 ad or article in #ClackCo Quarterly OR in a bill insert.</li> <li>• 4 or more tabling events promoting the use of green cleaners, HHW, sharps, and unwanted medication.</li> <li>• Partner with sheriff's office, WES, and public health to develop a joint flyer for disposal of unwanted medication.</li> <li>• 4 green cleaner presentations.</li> <li>• 300 Green cleaner booklets distributed.</li> <li>• 1 or more Facebook or Twitter posts promoting the use of green cleaners and/or the proper disposal of toxics.</li> <li>• Information on Metro South's Hazardous Waste Facility included on our Recycle Depot list and website.</li> <li>• 150 Healthy and Safe Metro coupon booklets distributed.</li> <li>• Information on Drug Take Back boxes included on our Recycle Depot list and website.</li> </ul>

	<ul style="list-style-type: none"> <li>• 50 Clackamas River Water Providers “How to Properly Dispose of Unwanted Medication” brochures distributed at community events.</li> <li>• 50 Metro “Safe Disposal of Medical Syringes” distributed at community events.</li> </ul>
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<b>H. Other</b>	
Activity Description	Indicator of Success/ Measurement Metrics
<p><b>1. Oregon Green Schools</b> Support the OGS program within schools. Provide information about how to reduce solid waste generated by schools and build momentum and excitement around issues of sustainability in schools.</p> <ol style="list-style-type: none"> <li>Reach out to known contacts within schools, school and district-level administrators, school boards and others to invite participation in the Oregon Green Schools program.</li> <li>Support schools through the process of becoming OGS certified.</li> <li>Support established green teams/encourage and support schools as they establish green teams. We will do this by providing “grab and go” activities for green team leaders. In addition, our \$500 grants can be used to pay staff to lead green teams after school hours.</li> <li>Conduct recycling and waste audits in schools and assist with waste reduction goals within schools.</li> <li>Celebrate green school certification within schools at assemblies.</li> <li>Recognize certified schools in one issue of Clack Co. Quarterly per year.</li> <li>Work with established Eco School Networks in West Linn and North Clackamas.</li> <li>New: Begin offering flexible certification mini grants of \$500 to help schools achieve the goals set as part of certification process.</li> </ol>	<ul style="list-style-type: none"> <li>• 25% or more of Clackamas County schools will become OGS certified.</li> </ul>
<p><b>2. Schools Mini-Grants</b> Provide waste reduction mini-grants to applying schools. The purpose of this is to support waste reduction in schools throughout Clackamas County.</p> <ol style="list-style-type: none"> <li>Review grant applications to make sure they support projects that are likely to reduce waste in schools.</li> </ol>	<ul style="list-style-type: none"> <li>• Proven cost savings or waste reduction in schools after project implementation. We will analyze our grant program on an annual basis.</li> <li>• For milk dispensers: We will conduct pre-and post-waste audits to determine waste reduction. We</li> </ul>

<ul style="list-style-type: none"> <li>b) <b>New:</b> Create high quality/high-impact mini grant templates to encourage schools to adopt certain projects (example: durable classroom party kits).</li> <li>c) <b>New:</b> Support up to 8 schools with milk dispenser(s) to promote packaging and milk waste reduction.</li> </ul>	<p>will also work closely with the school districts to measure cost impacts of transitioning from cartons to milk dispensers.</p>
<p><b>3. School Presentations</b>  Deliver classroom waste reduction presentations as requested. Provide information about how to reduce amount of solid waste generated by schools and students, engage and educate students.</p> <ul style="list-style-type: none"> <li>a) Present different actions for students to take to practice waste reduction in their daily lives.</li> <li>b) <b>New:</b> Offer food waste prevention presentations to all 4<sup>th</sup> grade classes throughout the county. Prioritize areas outside Metro boundary (Canby, Estacada, Molalla River, Oregon Trail, Colton).</li> </ul>	<ul style="list-style-type: none"> <li>• Students commit to one waste reduction action by the end of each presentation.</li> <li>• Deliver presentations to 45 or more schools.</li> </ul>
<p><b>4. Title 1 School Assistance</b>  Track assistance to low income schools as defined by Title 1 status to ensure equitable service is provided throughout the county.</p> <ul style="list-style-type: none"> <li>a) Target outreach to Title 1 schools through cold calls and mailings.</li> <li>b) Refine Title 1 list annually.</li> </ul>	<ul style="list-style-type: none"> <li>• An equitable amount of service to Title 1 schools.</li> </ul>
<p><b>5. Food waste prevention</b>  Increase awareness of the problem of wasted food and provide information about practices that will decrease wasted food through classroom presentations, cafeteria waste audits, and the newly-created “An Apple Isn’t Just an Apple” workbook.</p> <ul style="list-style-type: none"> <li>a) Work with AmeriCorps member to develop plan for reaching kids and continue working with high school culinary programs on food waste prevention.</li> <li>b) Reach out to schools with culinary programs, with targeted outreach to schools with high free and reduced lunch populations.</li> <li>c) Schedule presentations in these classes to educate about ways food is wasted, and to provide food waste prevention strategies.</li> <li>d) <b>New:</b> Using the food waste reduction workbook, “An Apple isn’t just an apple,” develop and deliver food waste prevention lessons to 3<sup>rd</sup> and 4<sup>th</sup> grade classrooms as requested.</li> <li>e) <b>New:</b> Translate “An Apple...” into Spanish to increase accessibility.</li> <li>f) <b>New:</b> Co-develop (with Clackamas County Environmental Health) a guidance document for school share tables to be distributed to districts.</li> </ul>	<ul style="list-style-type: none"> <li>• Students will commit to one action to reduce wasted food at the end of each presentation.</li> </ul>

**6. School Recycling, Composting, and Waste Prevention Assistance**

Provide recycling, composting, and waste prevention/reuse technical assistance to schools throughout Clackamas County in order to increase recycling and /or composting awareness and capability among students, school staff and faculty.

- a) 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.
- b) Identify waste reduction opportunities for schools.
- c) Continue to refine list of best contact at each school to receive the annual packet.
- d) 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 e-newsletters.
- e) Provide recycling containers and signage on request.
- f) Provide annual yes/no recycling information to schools.
- g) 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.

- Track requests for recycling and composting technical assistance.
- 75 or more schools will receive technical assistance. This number does not include the 50 above that receive presentations, as we define technical assistance as assistance outside of the classroom.
- All schools in the County will receive the annual waste reduction packet. The number of contacts (calls and emails) we receive for waste reduction assistance in schools is tracked.

**7. Event Recycling & Food Scraps Assistance**

Provide free event recycling assistance for community events in Clackamas County.

- a) Continue to provide event recycling containers and resources for collecting cans and plastic bottles, and food scraps containers where requested.

- At least 60 events will be served with event recycling containers and materials.
- Events seeking to collect food waste will be provided with collection containers and resources.
- All event recycling program participants receive information on Bottle Drop locations and the returning of deposit containers for fundraisers.

**8. Neighborhood Cleanup Events**

Support cleanup events where proposed.

- a) For cities and communities leading cleanup events that opt to use earmarked cleanup funds, continue to provide funding support consistent with those funds in the next fiscal year.
- b) Where the County is asked to support a city cleanup, either as collection event or a curbside bulky waste collection week, provide information through the city prohibiting the placement or collection of asbestos containing materials (ACM), and direct participants to information from DEQ and Metro on responsible handling of ACM.

- Cities requesting support for their cleanup events that include recycling and reuse will receive up to their historically earmarked funding. Public is informed of regulations pertaining to ACM.

<p><b>9. Food Waste:</b> Identify and expand opportunities for prevention, donation, and recovery of food waste.</p> <ol style="list-style-type: none"> <li>Continue participating in regional food waste reduction plan, Food Waste Stops with Me, to enhance awareness and promote prevention. Exploring ways to get businesses to adopt waste prevention practices.</li> <li>Continue discussions with Oregon Food Bank to enhance collaboration on donation opportunities.</li> <li>Continue developing partnerships with recovery organizations and stakeholders to identify potential infrastructure improvements.</li> <li>Increase the diversion of food scraps in the bundled and other rate zones.</li> <li>Develop awareness to address the issues of food waste reduction through possible partnership events.</li> </ol>	<ul style="list-style-type: none"> <li>Identify a list of defined food waste prevention actions in marketing materials.</li> <li>Develop outreach materials for food donation.</li> <li>Develop food waste audit toolkit.</li> <li>25 food-service businesses initiate or significantly improve food waste reduction, donation or recovery.</li> </ul>
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<b>I. Required Elements</b>	
Activity Description	Indicator of Success/Measurement Metrics
<p>1. Demonstrate compliance with the Regional Service Standard (including individual jurisdictions within cooperatives) by completing RSS: Frequency of Service Table.</p>	<p>Completed Table 2: RSS Level and Frequency of Service.</p>
<p>2. Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed).</p> <p>Amidst difficult market conditions, this goal is challenging. Anecdotal information on recovery from local collection is available through the inspection of containers and recycling practices during technical assistance to businesses, and during regular communication with franchised collectors. We review quarterly recycling and solid waste tonnage data from our franchises. We will continue to provide outreach, education and troubleshooting as described in the strategies and narratives outlined in the residential and business programs above, including building on a successful cart tagging project conducted in FY 17-18, providing direct feedback on material quality and what is recyclable. The 2017 increase in container redemption deposits and 2018 expansion in covered materials may continue to push some recyclables towards Bottle Bill recovery.</p>	<ul style="list-style-type: none"> <li>Observation of quarterly recycling and solid waste tonnage data.</li> </ul>

<p>3. Participate in at least one regional waste reduction planning group. <i>(please provide details)</i></p> <p>We will continue to participate in regional workgroups including Solid Waste Directors, CREW, CWG, food scraps collection program development, and the Food Waste Stops with Me campaign in collaboration with other government agencies and Oregon Restaurant and Lodging Association.</p>	<ul style="list-style-type: none"><li>• Attendance at meetings, engagement in platform tools (such as Chatter), and participation in projects identified in these workgroups.</li></ul>
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**J. Recycle at Work Annual Outreach Plan**

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

Status Key: (O) Ongoing (R) Revised (N) New (C) Complete

Target audience, goals, and outreach strategy	Status
Government Facilities (required)	
Goal: Clackamas County and the cities within will be strong leaders in actively modeling sustainable business operations.	
Strategies: <ol style="list-style-type: none"> <li>1. Update new-hire orientation training materials and intranet content with guidance and best practice information.</li> <li>2. Ensure internal BRR compliance, updating signage at waste stations and recycling centers, as needed.               <ul style="list-style-type: none"> <li>• Actively promote recycling refresher trainings at staff meetings.</li> </ul> </li> <li>3. 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.</li> <li>4. 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>5. Continue developing stronger relationships with cities within the county and other government agencies.               <ul style="list-style-type: none"> <li>• Work with cities to keep their education materials (on the web and print) and new hire onboarding materials current.</li> <li>• Strengthen relationship with the community college and support their sustainability efforts.</li> <li>• Encourage more government agencies/departments to participate in Leaders in Sustainability (LiS).</li> </ul> </li> </ol>	<p align="center">O O  O  O  O</p>
Indicators of success: <ul style="list-style-type: none"> <li>o Clackamas County Human Resources continues to distribute refreshed sustainability materials to all new hires.</li> <li>o Reach 300 county employees at our Wellness Fair table.</li> <li>o One city or department or other government facility (such as DTD, H3S Clackamas Fire, or NCPRD) become LiS certified.</li> </ul>	
New Businesses (required)	
Goal: Establish and grow relationships with new and existing businesses.	
Strategies: <ol style="list-style-type: none"> <li>6. <b>Lead generation and partnership building</b> – build a stronger network of leads that help us find out about new businesses.               <ul style="list-style-type: none"> <li>• Continue working with our partners (Collectors, Cities, Health Department, Internal Permits Department, and Chambers) to identify new businesses. Provide direct outreach to these businesses identified.</li> </ul> </li> </ol>	<p align="center">O</p>

<ul style="list-style-type: none"> <li>Collaborate and develop information to include in our partners new business packets and ensure they remain stocked on informational flyers.</li> </ul>	R
<ul style="list-style-type: none"> <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>	O
<p>7. <b>Existing business education efforts –</b></p>	
<ul style="list-style-type: none"> <li>Work with the cities to include information in the business license renewal processes or other avenue annually.</li> </ul>	N
<ul style="list-style-type: none"> <li>Reestablish relationships with large generators/PMs to educate staff and keep recycling streams clean. Provide them with free technical assistance and resources.</li> </ul>	N
<p>8. <b>Marketing effort –</b> develop a communications plan to target our intended audience utilizing social media, paid and earned media advertising, mailings, partners events, cold calling and newsletter content to draw businesses into requesting our technical assistance and providing deeper support.</p>	R
<p>Indicators of success:</p> <ul style="list-style-type: none"> <li>Provide assistance to over 900 businesses and workplaces</li> <li>Collaborate and create a new business packet with our Health Department and chambers.</li> <li>Establish connections with two additional cities in the County to receive new business lists and integrate education into annual processes.</li> <li>Connect annually with property management companies and request trainings for their staff.</li> <li>Expand case studies, highlighting best practices in waste reduction and recycling to share with businesses.</li> </ul>	
<p>Target Businesses that are Underserved or Underrepresented (optional)</p>	
<p>Goal: Reach more underserved and underrepresented businesses and employees.</p>	
<p>Strategies:</p>	
<p>9. Deepen relationships with organizations that work with Latino businesses and employees.</p>	O
<p>10. Develop educational materials in collaboration with community partners. This could include leave behind flyers, how-to instructional posters, trainings and recycling refreshers and short instructional videos in Spanish.</p>	O
<p>11. Increase bilingual (English/Spanish) accessibility across program materials.</p>	R
<p>Indicators of success:</p> <ul style="list-style-type: none"> <li>Develop <a href="#">outreach</a> card highlighting interpretive services in multiple languages.</li> <li>Add resources on web in Spanish.</li> <li>Provide 4 trainings in Spanish.</li> <li>Respond to request for assistance in Spanish.</li> </ul>	



**Metro and Local Government  
Annual Waste Reduction Work Plan**

**FY 2017-18 End-of-Year Report for Annual Program Tasks**

**The report is due to Metro by August 1, 2018.**

Jurisdiction: Clackamas County Contact: Eben Polk

**Recycle at Work**

**Administrative Information—Expenditures and Staffing**

*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).*

Staffing for Recycle at Work activity was more stable in 17-18 than in the prior year, and outreach and technical assistance were provided by a more consistent group of staff.

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

Labor: FY 17-18 Salaries & Benefits Costs Apportioned to RAW, Based on Actual Staffing	\$367,812
Overhead Costs Associated with RAW Labor	\$253,790
Mileage / Fleet (est.)	\$4,500
Program Expenses - Resources & Materials (resources, publications, marketing, decals, commercial food carts)	\$49,792
Total	\$677,894

**Funding**

Metro Regional Funds (non-Organics)	\$133,691	31.5% of commercial sector spending excluding Metro Organics funds
Metro Regional Funds (Organics)	\$80,000	
County Funds	\$464,203	68.4% of commercial sector spending excluding Metro Organics funds

**Labor Details**

Program Staff	Title	RAW FTE	Months	Value (FTE x Fraction of Year x Annual Salary & Benefits)	Funding Source
Eben Polk	Supervisor	0.2	12	\$32,072	County
Kelly Stewart	Sr. Sustainability Analyst	1	12	\$120,000	County / RAW
Alex Mihm	Sustainability Analyst	1	12	\$20,508	Recycle At Work
Lisa Clifton	Sustainability	0.48	12	\$12,510	Recycle At

	Analyst				Work
Dena Hastings	Sustainability Analyst	0.75	9	\$72,192	Recycle At Work
Stacy Ludington	Sustainability Analyst	0.1	12	\$9,099	County

**Total Adjusted**  
**FTE: 3.34** (FTE  
x Fraction of  
Year, Summed)  
**\$325,911**

Note: Our schools program provides a combination of technical assistance, waste reduction grants, support with Oregon Green Schools certification and Eco Schools Network groups, and education through presentations for students and teachers. Clackamas County does not manage it as part of Recycle at Work and this year did not include costs in the accounting above. In 17-18 schools program funding commitment by the County included \$17,653 in staff, and over \$30,000 in waste reduction grants and other materials and supplies. Two schools in Canby School District became the first public schools in Oregon to adopt milk dispensers, which were purchased with assistance from our program, increasing our programmatic spending above what is typical for that program.

Activity Measures

List all tasks from your jurisdiction's approved FY 2017-18 plan in the table below, the current status of each and notes regarding the implementation of the task including any changes from the original plan. Include quantitative data when possible.

Status Key: (O) Ongoing (N) New (R) Revised (C) Complete

<b>Annual Outreach Plan Report</b>		
<b>Target audience, goals, and outreach strategy</b>	<b>Status</b>	<b>Implementation Notes</b>
Government Facilities (required)		
<b>Goals:</b> Clackamas County, our cities and local school districts will be strong leaders in actively modeling sustainable business operations.		
<b>Strategies:</b> 1. Update new-hire orientation training materials and intranet content.  2. Ensure internal BRR compliance, updating signage at waste stations and recycling centers, as needed. <ul style="list-style-type: none"> <li>o Offer recycling refresher trainings at staff meetings, upon request.</li> </ul> 3. Continue working with Facilities	O  C/O  O	1. HR has relevant information that they include and distribute in new hire packets. The intranet has updated content as well.  2. The buildings observed during this fiscal year were BRR compliant. We also provided recycling and sustainability presentations at these locations: <ul style="list-style-type: none"> <li>o Beaver Creek Health (40 people)</li> <li>o Gladstone Health (15 people)</li> <li>o Sunnyside Health Center (30 people)</li> <li>o Transportation Maintenance (100 people)</li> </ul> 3. Over the past year an evaluation of soap

<p>staff to maximize waste-reduction and recovery opportunities in County operations, including reviewing and discussing recycling access options for new construction and renovations.</p> <p>4. Continue educating County employees about recycling, toxics reduction and waste prevention through the Wellness, Safety and Sustainability Fair and other all county communications.</p> <p>5. Continue developing stronger relationships with our cities and county departments.</p> <ul style="list-style-type: none"> <li>○ Work with cities to keep their education materials on the web and new hire onboarding materials current.</li> <li>○ Encourage cities to participate in Leaders in Sustainability (LiS).</li> </ul>	<p>C/O</p> <p>C/O</p>	<p>dispenser options was completed, including demos at different work locations. As a result, a majority of soap dispensers will be replaced with bulk-refill foaming units that will eliminate most refill cartridges.</p> <p>4. Staff supported several internal practices to reduce waste within county operations and educate employees. Some of these actions included:</p> <ul style="list-style-type: none"> <li>○ A table focused on recycling right, at the <b>Wellness, Safety and Sustainability Fair</b>, where 311 interactions occurred and batteries were collected.</li> <li>○ We provided <b>guidance and encouragement to the A-Team</b>, a volunteer group that organizes the annual picnic and other employee activities and fundraisers, to minimize waste by using reusable dishes or encouraging attendees to bring their own.</li> <li>○ <b>Reusable dish carts</b> were used for 14 events held at our Red Soils Campus.</li> <li>○ The County's weekly all-staff email newsletter promoted topics such as surplus and reuse of office equipment, food-preservation classes, document shredding and proper disposal of prescriptions, collecting bottles and cans for charity, solar eclipse glasses recycling, paperless pay statements, Bottle Bill expansion, and EcoChallenge, as well as promotion of the reusable dishware program for internal meetings.</li> </ul> <p>5. New relationships were established with multiple new contacts within several cities' public works, libraries, facilities, sustainability, and fire departments.</p> <ul style="list-style-type: none"> <li>○ We worked with the City of Wilsonville to update recycling information on <a href="#">their website</a>. We have also provided suggestions for updates to Happy Valley, Lake Oswego, Milwaukie, and West Linn.</li> <li>○ The City of Sandy and West Linn are pursuing certification. The County's Water Environment Services department was <a href="#">certified</a> at LiS - Silver in fall 2017. It also let to creation of their green team, and a brochure to inform new employees of their sustainability efforts. County Health Clinics and Department of Transportation and Development have also launched efforts to organize a project team and begin working on getting certified.</li> </ul>
<p><b>Indicator of success:</b></p> <ul style="list-style-type: none"> <li>● Human Resources has refreshed versions of new hire sustainability information and distributes the information to all new hires.</li> <li>● Progress is made on reducing</li> </ul>		<p><b>See implementation notes above</b></p>

<p>the number of hand dispensers in county bathrooms by assisting facility staff with a pilot program for hand dryers.</p> <ul style="list-style-type: none"> <li>Reach 300 county employees at our Wellness Fair table.</li> <li>One city or department (such as WES or NCPRD) becomes certified.</li> </ul>		
<p>New Businesses (required)</p>		
<p><b>Goal:</b> Establish and grow our working relationships with new and existing businesses.</p>		
<p><b>Strategies:</b></p> <p>6. Marketing and partnership development - Utilize mailings, advertising, Chamber of Commerce events, other membership organization (examples including Main Street Program Coordinators and City Business Alliances), cold calling and newsletter content to draw new businesses into requesting our technical assistance.</p> <p>7. Lead generation – build a stronger network of leads that help us find out about new businesses</p> <ul style="list-style-type: none"> <li>Continue working with our partners (Collectors, Cities, Health Department, Internal Permits Department, Chambers) to identify new businesses. Provide direct outreach to these businesses identified.</li> </ul>	<p>C/O</p> <p>C/O</p> <p>C/O</p>	<p>6. Multiple-channel promotion included a direct mailer to tax-related businesses (66), ads in the Green Living Journal (<a href="#">Fall</a>, <a href="#">Spring</a>), #ClackCo Quarterly (formerly Citizen News) (<a href="#">November 2017 and February 2018</a>), 4 e-newsletters to ~200 recipients (30-40% open rate), social media posts on FB (17), hosted Good Morning OC, a morning business networking event for Oregon City’s Chamber of Commerce (60 attendees), and an ad in a weekly e-blast with the North Clackamas Chamber of Commerce. Each of these outlets have helped more businesses become aware of our services and request assistance; however, it’s unclear which businesses called related to this promotion.</p> <p>7. We are receiving new business leads and information from the following sources: collectors, cities, County health inspectors, and chamber newsletters. From these partners we received around 200 leads and reached out to via mail or direct outreach to over 150 businesses before we paused to review our process and update our letter. New leads that we received from April to the end of June will receive outreach letters in 18-19 FY.</p> <ul style="list-style-type: none"> <li>We reached out to contacts at each of the cities to receive new business lists. We were able to successfully obtain new business registration information from the cities of Milwaukie, Oregon City, and Sandy, in addition to already getting info from Canby and Lake Oswego information. Gladstone, Molalla, Wilsonville and West Linn are in the process of either updating their systems</li> </ul>

<ul style="list-style-type: none"> <li>○ Collaborate and develop information to include in our partners new business packets (Collector, Health Department, Economic Development Departments within Cities and the County) and ensure they remain stocked on informational flyers.</li> <li>● Identify new partnerships with organizations (examples including Energy Trust of Oregon, water providers (including WES), Oregon Film, BOMA and property managers) to help identify new leads.</li> </ul> <p>8. Ongoing businesses –</p> <ul style="list-style-type: none"> <li>● Provide free technical assistance and resources to businesses and other institutions in the County</li> </ul> <ul style="list-style-type: none"> <li>● Identify a list of businesses who are candidates for cold calls that we haven't visited within the past two years, to inform of our services.</li> </ul> <ul style="list-style-type: none"> <li>● Targeted outreach to restaurants and food generators, reeducating staff on best practices in back of house.</li> </ul>	<p>R</p> <p>C/O</p> <p>C/O</p> <p>C</p> <p>O</p>	<p>or unable to pull this information.</p> <ul style="list-style-type: none"> <li>○ We provided our collateral to our internal ED department, met with the director of ED from the City of Oregon City to begin collaboration with them, learned about the City of Milwaukie's process, and finally got a meeting scheduled with the Health Department to discuss information to include in their new business packet, but this was scheduled for FY 18-19.</li> <li>● We met regularly with the ETO, Clackamas River Water Providers, PGE, and WES staff developing the County's FOG program. We connected with Clackamas Community College's Small Business Development Center and will continue partnering with them. We provided a flyer to Oregon Film with regional contact information and representatives from LG presented at a BOMA meeting in July 2017 where over 30 property managers attended.</li> </ul> <p>8. We provided assistance to over <b>1,300</b> unique businesses this year, with over 2,200 interactions. We delivered approximately 350 central collection containers, 1,000 deskside bins, 750 employee recycling guides, and 440 recycling posters, while providing 40 recycling presentations that reached over 475 employees. We confirmed 350 businesses were BRR compliant.</p> <ul style="list-style-type: none"> <li>● We sent out 75 postcards to tax prep businesses before the tax season and received requests for assistance from five. Additionally, we have reconnected with seven large generators in Wilsonville assisting them with additional plastic recycling options and consolidating their efforts together.</li> <li>● We have included recycling education and training when working with food related businesses on waste reduction and compost service. We planned additional recycling education at our February Sip &amp; Learn for food service</li> </ul>
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		businesses (278 invited) in the areas with bundled food scraps collection service. The workshop was cancelled due to snow, but 15 businesses were registered and two of those included PMs. We will be moving this project forward in 18-19.
Target Businesses that are Underserved or Underrepresented (optional)		
<b>Goals:</b> Ensure our services are equitably delivered and inclusive reaching more underserved and underrepresented businesses and employees.		
<b>Strategies:</b> 9. Increase engagement with Latino business audience.  • Develop educational materials in collaboration with community partners. This could include leave behind flyers, how-to instructional posters, trainings and recycling refreshers and short instructional videos in Spanish.  10. Increase bilingual (English/Spanish) accessibility across program materials.	C/O  C/O  O/I	9. We've been connecting with organizations that work with underserved populations and people of color on a regular basis this year, strengthening relationships and informing them of our ability to assist Spanish speakers. We attended social service roundtables, attended 2 community events with a Latino audience focus, and re-engaged with 11 agencies to enhance our efforts.  • We compiled a list of 50 businesses to contact, many of them restaurants and markets, where Spanish is a predominant or the only language spoken. We provided outreach to 19 of these businesses to engage them on recycling (38%). Four requested and received Spanish-language employee trainings.  10. An instructional poster on preparing and sorting recyclables has been under development, and will be available in Spanish. We consulted with several Spanish business owners as we were developing the content. The development was paused when the 'Sip & Learn' workshop was cancelled. We will resume this project in 18-19.
<b>Indicators of success:</b> • Develop an educational video in Spanish. • Translate one additional resource and instructional posters. • 50% of targeted Latino restaurants are approached.		<b>See implementation notes above</b>



Clackamas County currently listed on WRAP's webpage.		
Other commercial waste prevention, or waste reduction activities (optional)		
<b>Goal:</b> Continue to develop the Leaders in Sustainability Program.		
<p><b>Strategies:</b></p> <p>13. Create one page abridged version of the checklist to allow easier access to basic certification.</p> <p>14. Continue to use various media outlets to promote new certified businesses and the program. Currently we work with our Chambers, Green Living Journal, County Citizen News, social media, videos and <a href="#">Green Business Directory</a> website for spotlights.</p> <p>15. Business to business opportunities</p> <ul style="list-style-type: none"> <li>o Enhance mentorship program amongst LiS peers by creating more opportunities for businesses to connect with each other – newsletter, organize business-to-business learning opportunities that could include tours, advisors making direct connections or organizing an event to strengthen connections between our business leaders.</li> <li>o Target key business sectors – such as breweries, creating opportunities for sectors to work</li> </ul>	<p>O/I</p> <p>C/O</p> <p>C/O</p> <p>I</p>	<p>13. Remains in progress. Initial steps were taken towards drafting content. Will continue developing this in FY 18-19.</p> <p>14. We continued to diversify LiS promotion, adding Facebook posts (18 businesses), two new videos, new information in our business e-newsletters. Similar to past years, an <a href="#">LiS feature article</a> was earned in the LO Review, newly certified businesses were identified in the Green Living Journal's <a href="#">Fall</a> and <a href="#">Spring issues</a> as well as in two #ClackCo Quarterly articles: <a href="#">November 2017 "Solving Business Challenges by Going Green"</a> and <a href="#">February 2018 "Want Your Business to Save Resources and Money? We Can Help!"</a> There are currently 39 certified businesses and a similar number is working toward certification.</p> <p>15.</p> <ul style="list-style-type: none"> <li>o We expanded the number of e-newsletters this year from two to four to continue to feed information and promotion of sustainability to businesses that are interested in this topic. In each issue we featured the latest LiS businesses and a few practices they completed. Based on the number of recipients that open and click through the issues, there seems to be interest.</li> </ul> <p>We coordinated a well-received MRF tour for several LiS businesses to see what happens with their recycling. Additionally, we brought 8 businesses to the Regional Green Business Gathering at the Moda Center. They valued getting together to learn from other leaders across the region and look forward to next year's.</p> <ul style="list-style-type: none"> <li>o We did not target a key business sector for LiS.</li> </ul>

<p>together on challenging practices.</p> <ul style="list-style-type: none"> <li>○ Explore avenues to connect small businesses with opportunities to trade, e.g., business with packing peanuts connects with business that needs packaging materials.</li> <li>○ Continue to promote waste exchanges and a ResourceFULL Use events for industrial customers. Staff will use the program as a tool for scheduling in-depth evaluations with this sector.</li> </ul>	<p>○</p> <p>C/O</p>	<ul style="list-style-type: none"> <li>○ We continued making these connections where applicable. For example, in two strip malls we connected retail stores that received shipping materials with shipping companies that could reuse the material.</li> <li>○ We discussed with the City of Oregon City the potential to co-host a workshop in OC. We promoted ResourceFULL Use workshops in two e-newsletters and shared information with targeted customers for the Mylar workshop. The two workshops we attended we did not have attendees from Clackamas to develop any opportunities. We participated in the ResourceFULL Use planning process and provided input into how the program can continue to support exchanges with manufacturing and industrial customers.</li> </ul>
<p><b>Indicators of success:</b></p> <ul style="list-style-type: none"> <li>• The number of businesses that are Leaders in Sustainability within the county continues to grow.</li> <li>• Create and distribute two e-newsletters, aiming for 25% open rate.</li> <li>• Businesses in a pilot community make connections on material reuse.</li> </ul>		<p><b>See implementation notes above</b></p>

## **Recycle at Work Annual Report Narrative**

### **Successes and challenges in waste reduction and recycling**

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 of spending some of our time in the field visiting businesses proactively, yields results. We occasionally encounter businesses where recycling service is incomplete—these may be new businesses where services are lost in the shuffle, or where prior managers opted out, or simply needed education. For example, we encountered some businesses who were only recycling cardboard, such as Gafford’s Pub, and offices at Providence Healing Place. We found others that lacked a glass container or cart and didn’t know this was an option.

We have seen a bump in requests for staff trainings and information on recycling right with the news of recycling in the media. We continue to offer presentations, share recycling stories in our newsletters, and share relevant stories through the County's social media channels. We will continue these practices and respond to requests for trainings and information next year.

#### *Leaders in Sustainability Recognition Program*

The Leaders in Sustainability recognition program continues to thrive and provided us with an opportunity to work in-depth with a variety of businesses in Clackamas County, build relationships, and track adoption of sustainable practices. The program focuses on actions around policy and employee engagement, materials management, water and energy conservation, transportation and community engagement / equity. Businesses have used the process and checklist to create internal green teams, expand efforts to the entire company from one Clackamas County location to all 5 locations across the PNW, help their tenants achieve certification by certifying the property management company, and brought more collaboration between a large, diverse division within the county. Overall there are 44 workplaces certified, representing over 3,600 employees at workplaces across the county. A similar number is working on the checklist. Businesses continue to appreciate the value of the certification, including the recognition, opportunities to learn from other businesses, and the support from advisors. Having a checklist as a basis for action and evaluation helps businesses see what they have already accomplished and create a plan for their next actions.

#### **Technical Assistance Report**

*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.*
- *Contact type – new or ongoing.*
- *Type of assistance (resources delivered, onsite assistance, or phone/email).*
- *Dates of assistance.*
- *Description of assistance using key words (e.g., paper recycling, durable dishware).*

#### **Compliance Actions Taken**

*Provide the number of businesses that received code enforcement actions for non-compliance 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 17-18.

## Maintenance & Expansion of Existing Programs

**Instructions:** List all tasks from your jurisdiction’s approved FY 2017-18 plan, the current status of each and notes regarding the implementation of the task including any changes from the original plan. Include quantitative data when possible and practical.

**Status Key:**

- C = Complete (task has been completed as planned)
- O= Ongoing (task continues into next Plan Year)
- R = Revised (explain program, policy or implementation adjustments made)
- I = Incomplete (indicate why the task is incomplete, delayed or will not be implemented)
- N = New (new program added that was not in your FY 2017-18 plan)

<b>Single Family Residential</b> (Include home composting programs)		
<b>Waste Prevention Activities</b>	<b>Status</b>	<b>Implementation Notes</b>
<p><b>Food Waste Prevention</b> – Raise awareness around the issue of wasted food.</p> <p><b>Goal:</b> Residents gain awareness of the issue of wasted food and learn behaviors and actions that result in less food wasted.</p> <p><b>Strategy:</b></p> <ol style="list-style-type: none"> <li>1. Partner with other local jurisdictions on the Eat Smart, Waste Less Challenge (ESWLC). Continue educating at events and presentations with a focus on storage, eating what is purchased, and planning ahead. Pledges will receive up to 8 follow up emails—weekly for the first month, and then at months 3, 6, and 12.</li> <li>2. Partner with 3 Farmers Markets to share methods for wasting less food to public and test new strategies for outreach.</li> <li>3. Partner with OSU Extension to offer a hands-on class on ways to waste less food.</li> <li>4. Recruit an AmeriCorps member to help deliver these activities and develop relationships with stakeholders.</li> <li>5. Continue to make available other local resources that focus on</li> </ol>	<p>O/C</p> <p>C/O</p> <p>C</p> <p>C</p> <p>O</p>	<ul style="list-style-type: none"> <li>• Partnered with Washington County and the Cities of Beaverton and Gresham on regional messaging for the ESWLC, and discussed best practices within our Community Regional Education Workgroup (CREW) meetings.</li> <li>• ESWL materials made a regular appearance at the Milwaukie, Oregon City, West Linn, Canby, and Estacada Farmers Markets. We developed 10 quarter-sheet handouts, each highlighting different in-season produce and how to store/use up that item. Handouts were tested at the Oregon City Farmers Market.</li> <li>• Our AmeriCorps member partnered with OSU’s Family Food Educators program to offer 3 joint, hands on cooking classes teaching participants how to cook with what they have. Classes ended with a presentation on ESWL.</li> <li>• Our AmeriCorps member tabled at 7 events, gave 12 presentations on the ESWLC, 2 movie screenings of Just Eat It, and developed partnerships with Bob’s Red Mill, Bridging Cultures, Canby Adult Center, Clackamas Community College, Gleaners of Clackamas County, OSU Extension, Natural Grocers, and Providence Milwaukie Community Teaching Kitchen.</li> </ul>

<p>reducing wasted food, such as Oregon State Extension Service's food preservation classes and hotline and Gleaners of Clackamas County.</p> <p><b>Indicators of Success:</b></p> <ul style="list-style-type: none"> <li>• One article about preventing wasted food at home will be featured in Citizen News.</li> <li>• At least one Facebook and Twitter post will promote the reduction of wasted food.</li> <li>• The Reduce Wasted Food kit, which includes ESWLC materials, pledge forms and activities, will be available for tabling activities throughout the county. 10 Community events will include the Reduce Wasted Food kit with ESWLC Challenge materials at County-sponsored tables, presentations, or movie showings.</li> <li>• The Reduce Wasted Food kit will be available for Master Recyclers to check out.</li> <li>• Host at least 3 hands-on classes on ways to waste less food at home.</li> <li>• 100 pledges will be received to reduce wasted food at home through the Eat Smart, Waste Less Challenge campaign.</li> <li>• At least two links to food preservation resources will be provided on our web site and provided in relevant flyers.</li> </ul>		<ul style="list-style-type: none"> <li>• Information on Oregon State Extension Services' food preservation classes/hotline and Gleaners of Clackamas County were at every tabling event with ESWL material.</li> <li>• Article "Make your food last and save some cash" featured in Nov '17 edition of ClackCoQuarterly (formerly Citizen News).</li> <li>• 1 Facebook post discussing wasted food in households, promoting ways to make food last longer, and inviting people to attend a presentation on ESWL at Natural Grocers.</li> <li>• 37 community events (including the events our AmeriCorps member did) included the Reduce Wasted Food kit with ESWLC materials. This included 20 tabling events, 11 presentations, and 3 movie screenings.</li> <li>• Over 13 Master Recyclers checked out the wasted food reduction kit (12 tabling events; 1 presentation).</li> <li>• 249 ESWL pledges received.</li> <li>• Our website is in the middle of a transition. Currently, there is one link related to food preservation: <a href="http://www.eatsmartwasteless.com">www.eatsmartwasteless.com</a>. This transition occurred in May/June. Before that, we also had a link to OSU's Food Preservation and Storage webpages.</li> </ul>
<p><b>Reduce &amp; Reuse</b> – Promote opportunities and resources to reduce waste and encourage reuse.</p> <p><b>Goal:</b> Residents engage in actions that generate less waste and use existing resources.</p> <p><b>Strategy:</b></p> <ol style="list-style-type: none"> <li>1. Continue to update Reuse flyer which lists local and regional reuse-centered businesses. Emphasize donation and purchasing used materials that results in waste reduction, reuse</li> </ol>	<p>C/O</p>	<ul style="list-style-type: none"> <li>• No updates were needed to the Reuse Flyer, but we did translate it into Spanish. At least 696 Reuse flyers were distributed at 23 community events such as the Oregon City Farmers Market, Milwaukie Farmers Market, Master Recycler supported tabling events, and multi-family door-to-door outreach efforts.</li> <li>• Facebook and Twitter were actively used for advertising upcoming Repair Fairs and the importance of reuse and repair over replace.</li> <li>• The Nov '17 edition of</li> </ul>

<p>and helping people in need.</p> <p>2. Continue to promote alternatives to buying new and local reuse businesses such as thrift stores, consignment shops and used building material stores.</p> <p>3. Encourage waste reduction and reuse by organizing or supporting Repair Fairs in Clackamas County.</p> <p>4. Identify public perception of barriers to using reused/donated C&amp;D materials.</p> <p><b>Indicators of Success:</b></p> <ul style="list-style-type: none"> <li>• 100 Reuse flyers will be distributed at community events</li> <li>• At least one Facebook and Twitter post will promote opportunities and resources to reduce waste and encourage reuse.</li> <li>• One feature article about alternatives to buying new and reuse businesses will be in Citizen News or other outreach channels.</li> <li>• Two Repair Fairs are held in Clackamas County.</li> <li>• Develop a Repair Fair kit with the paperwork and basic supplies needed to host a Repair Fair for county and Master Recycler use.</li> <li>• Document created which identifies perceived barriers to C&amp;D materials.</li> </ul>	<p>C/O</p> <p>C/O</p> <p>C</p>	<p>ClackCoQuarterly (formerly Citizen News) included an article titled “Empower your inner fixer, learn to repair online”. The May ’18 edition of ClackCoQuarterly (formerly Citizen News) included a calendar of events which included Repair Fairs. Repair Fairs were featured on the front cover.</p> <ul style="list-style-type: none"> <li>• 6 Repair Fairs organized or supported by the county (Oregon City, West Linn x3, Milwaukie, Lake Oswego). There was a 7<sup>th</sup> repair fair scheduled in Happy Valley which had to be canceled due to a lack of volunteers.</li> <li>• Repair Fair kit created and used at 3 of the 6 repair fairs. It continues to be updated with items of use.</li> <li>• Research on the perceived barriers to C&amp;D materials was already done by Metro. This was part of our CREW work plan and highlights of Metro’s findings were compiled in a document shared among the jurisdictions.</li> <li>• Staff met with a regional repair fair group to learn more about supporting and coordinating Repair Fair calendars across jurisdictions.</li> </ul>
<p><b>Master Recyclers</b> - Supporting the regional Master Recycler program and Master Recycler volunteers.</p> <p><b>Goals:</b> Citizens learn from Master Recyclers to engage in actions that result in less waste and greater awareness of waste systems in the metro and tri-county regions.</p> <p><b>Strategy:</b></p> <p>1. Support the education, development of, and outreach conducted by Master Recyclers.</p> <p>2. Current Master Recyclers are provided opportunities to continue or refresh their education on the topic areas of the program (recycling, green cleaners, wasting</p>	<p>C/O</p> <p>C/O</p>	<ul style="list-style-type: none"> <li>• Staff scheduled, coordinated, packed kits for and supported Master Recyclers at at 41 events. This number does not include staff support for Master Recyclers whom tabled at the same farmers market either every week (Milwaukie), every other week (West Linn &amp; Oregon City), or once a month (Canby) through our “Adopt a Market” opportunity. Including events Master Recyclers sought out on their own, Master Recyclers volunteered at a total 150 events within Clackamas County. There were 89+ unique volunteers and over 72,854+ contacts.</li> <li>• Three kits were available to Master Recyclers for tabling at community events and can be viewed on the Master Recycler website. They include:</li> </ul>

<p>less food, etc.)</p> <p><b>Indicators of Success:</b></p> <ul style="list-style-type: none"> <li>• Host and support one course in Clackamas County each fiscal year.</li> <li>• Provide enhanced support for Master Recyclers to conduct outreach and fulfill payback hours at a minimum of 6 community events. (County staff will organize and back-fill MR volunteers.)</li> <li>• At least 3 kits made available for use by Master Recyclers when tabling at additional events in the community.</li> <li>• At least 4 staff presentations given during the MR course.</li> <li>• At least 1 refresher event is held for current Master Recyclers.</li> </ul>		<ul style="list-style-type: none"> <li>○ Garbage and recycling funnels that show actual materials for recycling and garbage containers (28 times),</li> <li>○ Green Cleaners (9 times)</li> <li>○ Reduce Wasted Food (ESWLC) (14 times)</li> </ul> <ul style="list-style-type: none"> <li>• Staff presentations were given at the April/May 2018 Master Recycler training including Residential, Multifamily, Recycle at Work, School Recycling, and Wasted Food. An additional staff member was on the Waste Reduction Panel.</li> <li>• A refresher event for Master Recyclers was held in conjunction with the Master Recycler Open house hosted by the Master Recycler program.</li> </ul>
Recycling Activities	Status	Implementation Notes
<p><b>Curbside recycling outreach</b> activity for an existing program:</p> <p><b>Goal:</b> Residents engage in actions that result in more recycling and have a better understanding of which materials are recyclable and where to recycle them.</p> <p><b>Strategy:</b></p> <ol style="list-style-type: none"> <li>1. Continue messaging about contamination in recycling and recyclables mistakenly put in the garbage, with a focus on materials identified in the most recent regional waste composition study.</li> <li>2. At community events, tangibly model correct recycling with Recycling Yes/No displays. Continue to provide the Garbage &amp; Recycling guide in 5 languages at events, online and upon request.</li> <li>3. Test a residential cart-tagging effort with one franchised collector to provide direct feedback to single-family residential customers about recycling contamination.</li> </ol> <p><b>Indicators of Success:</b></p> <ul style="list-style-type: none"> <li>• Feature at least one article in Citizen News and provide content</li> </ul>	<p>C/O</p> <p>C/O</p> <p>C</p>	<ul style="list-style-type: none"> <li>• 2 articles were featured in the two editions of ClackCoQuarterly (formerly Citizen News) on current recycling topics (Feb '18 &amp; May '18).</li> <li>• 1 Bill Insert was developed, printed, and distributed through bills to all paying garbage and recycling customers in Clackamas County. Electronic billing customers received the insert as an attachment on their bill.</li> <li>• Though not on Facebook and Twitter, Nextdoor was used to promote the Cart Tagging project and discuss issues around contamination in recycling.</li> <li>• 7,179 Garbage &amp; Recycling guides were distributed at community events and upon request (4,900 of which were directly printed for and distributed by collectors, 2,279 distributed at community events). This does not include the Garbage and Recycling guide included within the Bill Insert sent to every billing address within the county.</li> <li>• At least 3,714 households received direct feedback on their recycling practices over 6 weeks through our residential cart tagging pilot project.</li> </ul>

<p>for city newsletters or solid waste bill inserts about current recycling topics such as recyclables going into the garbage or garbage going into recycling.</p> <ul style="list-style-type: none"> <li>• At least one Facebook and Twitter post will contain messaging about contamination in recycling.</li> <li>• 500 Garbage &amp; Recycling guides will be distributed at community events and upon request.</li> <li>• At least 400 households receive direct feedback on their recycling practices.</li> </ul>		
<p><b>Alternative Recycling Options –</b> Promote recycling at depots and other non-curbside locations.</p> <p><b>Goal:</b> Residents engage in actions that result in further recycling efforts and a better understanding of which materials are recyclable and where they can be recycled.</p> <p><b>Strategy:</b></p> <ol style="list-style-type: none"> <li>1. Continue to maintain the county area Recycling Depot list that features recycling locations for paper, metal, plastics, appliances, electronics, batteries, paint, deposit containers, yard debris and other materials. Promote Paint Care, Call2Recycle and Oregon E-Cycles.</li> <li>2. Have an ad or article in one issue of Citizen News that encourages redemption of deposit containers and indicates why it's a preferable method of recycling.</li> </ol> <p><b>Indicators of Success:</b></p> <ul style="list-style-type: none"> <li>• Recycling Depot list will be featured in at least one issue of Citizen News.</li> <li>• Feature one ad on redemption of deposit containers in Citizen News.</li> <li>• Event recycling program will continue to promote Bottle Drop locations and returning deposit containers for fundraising.</li> </ul>	<p>C/O</p> <p>C</p>	<ul style="list-style-type: none"> <li>• The county area Recycling Depot continues to be updated in both English and Spanish as needed.</li> <li>• The Recycling Depot list was included in the Spring '18 edition of ClackCoQuarterly (formerly Citizen News). It included Deposit Containers, Oregon E-Cycles, Paint and Stains, Prescription medicine, Sharps (needles, lancets, syringes), as well as the traditional drop-off depot locations.</li> <li>• A full page in the Nov '17 edition of ClackCoQuarterly (formerly Citizen News) featured Recycling and Reuse locations in Clackamas County and included information bulky items, plastic bags, electronics, medications, household hazardous waste, yard debris, donation, and notification on changes at depots collecting plastic.</li> <li>• The Recycling Depot list is also on the back of the English and Spanish version of our Recycle Guide.</li> <li>• An ad was included in the Nov '17 ClackCoQuarterly (formerly Citizen News) edition notifying people of the Bottle Bill expansion on Jan 1<sup>st</sup>.</li> <li>• We did not do a Facebook or Twitter post to promote the redemption of deposit containers.</li> </ul>

<ul style="list-style-type: none"> <li>• At least one Facebook and Twitter post will promote the redemption of deposit containers.</li> </ul>		
<p><b>Home and Backyard Composting</b></p> <p><b>Goal:</b> Residents engage in actions that result in managing organic waste at home and gain a better understanding of how and what to compost.</p> <p><b>Strategies:</b></p> <ol style="list-style-type: none"> <li>1. Continue to encourage residents to grass-cycle and compost fruit/vegetable scraps and yard debris at home. Provide publications and display materials at community events and upon request.</li> <li>2. Continue to provide composting resources on our website, DIY instructions and provide links to external resources (OSU Extension and Metro).</li> <li>3. Continue to encourage using finished compost as a soil amendment and mulch in yards and gardens.</li> </ol> <p><b>Indicators of Success:</b></p> <ul style="list-style-type: none"> <li>• One article on composting options, resources, and benefits will be in Citizen News or other outreach channel.</li> <li>• Compost at home publications &amp; compost display materials will be provided at local farmers markets, County Fair and other community events. At least one Facebook and Twitter post will promote the use of compost and/or backyard composting.</li> </ul>	<p>○</p> <p>○</p> <p>○</p>	<ul style="list-style-type: none"> <li>• An article on the Backyard Habitat Certification Program, which promotes the use of compost as part of its program, was included in the May '18 edition of ClackCoQuarterly (formerly Citizen News).</li> <li>• Compost bins were giveaways at the County Fair, the Employee Sustainability and Wellness Fair, and the Spring Garden Fair.</li> <li>• We did not do a Facebook or Twitter post to promote the use of compost and/or backyard composting.</li> <li>• Many events where we table at also have booths where Master Gardeners table on composting. In such cases, we choose to table on other topics.</li> </ul>

## Multifamily Residential

Waste Prevention Activities	Status	Implementation Notes
<p>Description of Activity: <b>Promote waste prevention</b> to property managers and residents at multifamily communities.</p> <p>Goals: Residents gain awareness of and learn behaviors and actions that result in less waste.</p> <p>Strategy:</p> <ol style="list-style-type: none"> <li>1. Educate property managers and residents through direct outreach, newsletter, events and our website about waste prevention. Distribute information on junk mail and food waste reduction.</li> <li>2. Partner with other local jurisdictions on the Eat Smart, Waste Less Challenge ESWLC) – [<i>Single-family Residential Waste Prevention Strategy 1</i>]. Share information and resources with multifamily audiences</li> <li>3. Offer presentations, movie screenings and displays regarding waste prevention, recycling and other waste reduction messages upon request.</li> </ol> <p>Indicator of Success:</p> <ul style="list-style-type: none"> <li>• 100 communities receive waste prevention information.</li> <li>• 12 multifamily communities receive presentations, movie screenings or tabling on waste prevention.</li> </ul>	<p style="text-align: center;">C/O</p> <p style="text-align: center;">C/O</p> <p style="text-align: center;">C/O</p>	<p>During the 2017-2018 reporting year, we:</p> <ul style="list-style-type: none"> <li>• Distributed 9,383 waste prevention resources to 102 communities: <ul style="list-style-type: none"> <li>• Recycle Guides: 6,747</li> <li>• Junk Mail Kits: 104</li> <li>• Reusable Bags: 1,665</li> <li>• Fruit &amp; Veggie Storage: 367</li> </ul> </li> <li>• Gave 15 waste reduction and recycling presentations to 15 communities.</li> <li>• Provided waste reduction and recycling information while tabling at two events at two communities.</li> <li>• Additionally, we conducted 24 door-to-door outreach events and left door hangers containing information on recycling and waste reduction at 25 communities.</li> <li>• The multifamily e-newsletters containing information about waste prevention were opened by 105 unique email addresses of multifamily property managers and staff.</li> </ul>
<p>Description of Activity: <b>Promote reuse and repair</b> to property managers and residents at multifamily communities.</p> <p>Goals: Residents reuse, swap or donate usable household items.</p> <p>Strategy:</p> <ol style="list-style-type: none"> <li>4. Distribute materials that promote reuse such as Reduce, Reuse, Recycle Guide, Reuse flyer, Community Warehouse door</li> </ol>	<p style="text-align: center;">C/O</p>	<p>During the 2017-2018 reporting year, we:</p> <ul style="list-style-type: none"> <li>• Updated the ReUse flyer to include current information.</li> <li>• Transcreated a Spanish version of the ReUse flyer.</li> <li>• Distributed 937 ReUse flyers to 27 communities, and 85 multifamily property managers and staff received reuse information via our multifamily e-newsletters.</li> <li>• Identified eight communities as</li> </ul>

<p>hanger and/or Metro magnet.</p> <p>5. Continue identifying opportunities to coordinate with a social service reuse organization such as Community Warehouse or similar non-profit to collect reusable items either on an on-going basis or after an on-site collection event.</p> <p>Indicator of Success:</p> <ul style="list-style-type: none"> <li>• 100 communities receive information about reuse.</li> <li>• 3 communities implement a reuse activity – one-time event or ongoing storage/activity.</li> <li>• Database updated to track communities with reuse events or resources.</li> </ul>	<p>O</p>	<p>implementing an annual (1), or on-going (8) reuse event, such as an exchange table, a library, or other swap/reuse opportunity.</p> <ul style="list-style-type: none"> <li>• Updated our multifamily database to include tracking options for the one-time, annual, and ongoing reuse events.</li> </ul>
<p>Description of Activity: <b>Promote technical assistance</b> program to property managers.</p> <p>Goals: Property managers are aware of our program and request tools to educate tenants.</p> <p>Strategy:</p> <p>6. Develop and distribute an electronic property manager newsletter that will be delivered quarterly that contains information about waste reduction and recycling topics, and managing enclosures and bulky waste, to keep property managers current and informed about our services. Include reminders about available resources.</p> <p>7. Maintain up-to-date information on the website:  <a href="http://clackamas.us/recycling">clackamas.us/recycling</a> and  <a href="http://clackamas.us/recycling/multifamily">clackamas.us/recycling/multifamily</a></p> <p>8. Highlight program assistance in one issue of Trash Talk.</p> <p>Indicators of Success:</p> <ul style="list-style-type: none"> <li>• Newsletter is distributed to roughly 200 property managers for whom we have email addresses.</li> <li>• PMs request materials and assistance.</li> </ul>	<p>C/O</p> <p>C/O</p> <p>C/O</p>	<p>During the 2017-2018 reporting year, we:</p> <ul style="list-style-type: none"> <li>• Published four quarterly e-newsletters that were distributed to the 269 multifamily property managers and staff emails on record.</li> <li>• Maintained up-to-date information on our multifamily webpages, and continued to work to update with more easy-to-find information.</li> <li>• Published a multifamily-specific article in the May '18 edition of Trash Talk in the county-wide #ClackCo Quarterly newspaper.</li> <li>• Received 64 requests for resources and services from property managers.</li> </ul>

Recycling Activities	Status	Implementation Notes
<p>Description of Activity: <b>Provide technical assistance to communities.</b></p> <p>Goals: Recycle often and right.</p> <p>Strategy:</p> <ol style="list-style-type: none"> <li>1. Offer assistance to communities that have not received assistance in the past 2 years.</li> <li>2. Target outreach to communities with missing service streams and/or low service levels per unit.</li> <li>3. Distribute reusable recycling bags for the collection and transport of recyclable materials to common recycling areas.</li> <li>4. Educate communities about plastic film recycling options at the grocery store to help reduce the amount in mixed recycling.</li> <li>5. Provide on-site assistance as requested.</li> </ol> <p>Indicator of Success:</p> <ul style="list-style-type: none"> <li>• At least 50 communities that have not received assistance in the past 2 years receive resources/assistance.</li> <li>• 70 communities have their service levels verified and adjusted, if needed.</li> <li>• 500 recycling bags are distributed to property managers for residents.</li> <li>• 5 communities set up a source separated film collection to be taken back to grocery stores.</li> <li>• 100 communities receive resources, information and assistance.</li> </ul>	<p>C/O</p> <p>C/O/R</p> <p>C/O</p> <p>C/O</p> <p>C/O</p>	<p>During the 2017-2018 reporting year, we:</p> <ul style="list-style-type: none"> <li>• Consulted with 118 communities (24% of 492) that had not received assistance in the past two years.</li> <li>• Assessed service levels at 157 communities and adjusted 37 of the 52 (71%) that needed changes or additions. <ul style="list-style-type: none"> <li>• New mixed &amp; glass: 5</li> <li>• New glass: 21</li> <li>• New yard debris: 1</li> <li>• Increased mixed: 2</li> <li>• Changes to mixed &amp; glass: 6</li> <li>• Container swaps: 2</li> </ul> </li> <li>• Distributed 1,419 reusable recycling totes to 21 multifamily communities.</li> <li>• Set up source separated plastic film recycling collection at three multifamily communities (nine additional communities were identified as already collecting plastic film). Those communities are then committed to returning the film to participating retailers.</li> <li>• Provided technical assistance to 134 multifamily communities (signage, e-newsletters, events, decals, flyers, etc.): <ul style="list-style-type: none"> <li>• Recycle Guides – 6,747</li> <li>• Door Hangers - 500</li> <li>• Decals – 743</li> <li>• E-cycles Info – 31</li> <li>• Film Education – 632</li> <li>• Outdoor Signs – 233</li> <li>• Reusable Bags – 1,665</li> <li>• Door-to-Doors - 25</li> <li>• Recycling Presentation – 15</li> <li>• Tabling - 2</li> </ul> </li> </ul>
<p>Description of Activity: Recruit and train an <b>AmeriCorps member</b> to help deliver targeted outreach to multifamily properties in low-income areas in SE Canby, Clackamas and Central Milwaukie.</p> <p>Goals: In the targeted areas:</p> <ul style="list-style-type: none"> <li>• Ensure access to recycling services for multifamily residents.</li> <li>• Increase the amount of recyclable materials recovered.</li> </ul>		<p>During the 2017-2018 reporting year, we:</p> <ul style="list-style-type: none"> <li>• Conducted initial site visits to determine existing service levels at 66 multifamily communities in three targeted, high-density, low-income, Census tracts.</li> <li>• Identified 14 communities that could benefit from service level changes and/or outreach.</li> <li>• Successfully adjusted service levels at 10 communities:</li> </ul>

<ul style="list-style-type: none"> <li>• Ensure the recyclable materials collected are high quality.</li> </ul> <p>Strategy:</p> <ol style="list-style-type: none"> <li>6. Analyze existing service data to identify communities that could benefit from increased service.</li> <li>7. Identify communities that would be better served by adjustments to enclosure/layout.</li> <li>8. Provide outreach to communities with adequate access – meet with PM and develop strategy.</li> </ol> <p>Indicator of Success:</p> <ul style="list-style-type: none"> <li>• At least 25 communities in SE Canby, Clackamas and Central Milwaukie will receive targeted technical assistance including service level adjustments (when needed) and interviews with PMs to develop targeted outreach to communities.</li> <li>• Continue to evolve the multifamily outreach paradigm, building on the model established during the Wilsonville pilot, to replicate in other areas throughout the county.</li> </ul>	<p>C/O</p> <p>C/O</p> <p>C/O</p>	<ul style="list-style-type: none"> <li>• New mixed and glass: 1</li> <li>• New glass: 7</li> <li>• Increased mixed: 2</li> <li>• Provided extensive outreach (ongoing communication with property manager, presentation, door-to-door outreach, troubleshooting problems, etc.) to 27 communities.</li> <li>• Conducted waste reduction and recycling presentation at five communities to 59 participants.</li> <li>• Conducted door-to-door outreach at 14 multifamily communities.</li> <li>• Documented lessons learned and shared findings with the three collectors involved to apply to future outreach throughout the County.</li> </ul>
<p>Description of Activity: <b>Track assistance</b> to low income communities - and explore possibilities to use other variables to measure assistance to under-served populations.</p> <p>Goals: To provide equitable service throughout the county.</p> <p>Strategy:</p> <ol style="list-style-type: none"> <li>9. Target outreach to low-income communities through partnerships, cold calls and mailings.</li> </ol> <p>Indicator of Success:</p> <ul style="list-style-type: none"> <li>• Low-income communities will be the priority when reaching out to those communities missing service streams.</li> <li>• Target outreach to those communities that feed into schools with high free-and-reduced lunch percentages.</li> <li>• Provide assistance to at least 25</li> </ul>	<p>C/O</p>	<p>During the 2017-2018 reporting year, we:</p> <ul style="list-style-type: none"> <li>• Updated multifamily database to represent current low-income status in accordance with updated information from Oregon's Affordable Housing Inventory.</li> <li>• Provided outreach, education, and technical assistance to 21 of 69 low-income communities (30% of low-income communities – greater than 20% of all communities to receive outreach/technical assistance).</li> <li>• Glass and/or mixed recycling service was added at eight of 12 low-income communities known to be missing service (67%), and on-going efforts continue at the remaining four.</li> <li>• Provided extensive outreach to 27 multifamily communities within the three targeted high-density-low-income Census tracts which predominantly feed schools with high free-and-reduced lunch percentages.</li> </ul>

communities within the three targeted, low-income census tracts (SE Canby, Clackamas, and Central Milwaukie).		
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## Construction & Demolition

Waste Prevention Activities	Status	Implementation Notes
Continue to promote local businesses that accept and/or sell salvaged construction and demolition materials, building materials	O	<ul style="list-style-type: none"> <li>• An ad for Metro Paint was placed in ClackCoQuarterly (formerly Citizen News) in the Spring 2018 issue</li> <li>• Reuse/donation stores were identified in the Spring 2018 CCQ</li> <li>• We supplied related information in our program's lobby and at events</li> </ul>
Work with Building Codes staff issuing permits to provide information about asbestos and Metro and DEQ requirements. Increase visibility of asbestos-related information in our permit lobby.	R	<ul style="list-style-type: none"> <li>• DEQ brochures are available in lobby.</li> <li>• We continue to work with lobby staff to actively distribute brochures.</li> </ul>
Survey other jurisdictions issuing building permits to learn the processes and policies used by jurisdictions for building removal (and hazard mitigation) to explore potential for more consistent use of deconstruction and recovery of materials.	R	<ul style="list-style-type: none"> <li>• Survey was created and provided to the leadership of OBOA (Oregon Building Officials' Association) for distribution to members (statewide) in spring. OBOA made the decision not to distribute the survey, but failed to relay the information to the County. Our building official intends to send the survey directly to a number of building officials.</li> </ul>
Recycling Activities	Status	Implementation Notes
Distribute Metro Construction Salvage & Recycling toolkits at DTD lobby counter, local libraries, jurisdictions and relevant community events.	O	<ul style="list-style-type: none"> <li>• We depleted our supply of printed toolkits through lobby distribution. In lieu, we provide web based information on brochures in lobby.</li> <li>• Pencils continue to fly off the permit techs' desks.</li> <li>• Flyers used for community events provide the web information.</li> <li>• Local libraries and other jurisdiction's lobbies were not supplied with material this past year.</li> </ul>
Explore opportunities to repurpose DTD lobby screens to convey information and advisories about deconstruction, salvage, reuse, and recycling (e.g. asbestos, paint care, Habitat ReStores, etc.)	N	<ul style="list-style-type: none"> <li>• Internal bureaucracy hindered this pursuit. The committee that governs lobby decisions has not yet taken up this question. We are aware that a discussion is getting underway and we have the support of management to address this.</li> </ul>

## Toxicity Reduction

Waste Prevention Activities	Status	Implementation Notes
<p><b>Safe Alternatives</b> – Promote alternatives to toxics.</p> <p><b>Goal:</b> Residents, businesses and organizations engage in actions that result in using less toxics.</p> <p><b>Strategy:</b></p> <ol style="list-style-type: none"> <li>1. Continue outreach to residents about using less toxics at home, including using green cleaners.</li> <li>2. Continue to promote Grow Smart, Grow Safe tools and app, including the healthy lawn and garden pledge.</li> </ol> <p><b>Indicator of Success:</b></p> <ul style="list-style-type: none"> <li>• Alternatives to toxics and using green cleaners will be featured in at least one issue of Citizen News or as an insert in solid waste bills.</li> <li>• Feature the Green Cleaners display and activity at 3 community events.</li> <li>• Distribute 300 Green Cleaner booklets at Wellness Fairs and other community events.</li> <li>• 3 Green Cleaner presentations at community groups or multifamily communities by staff or Master Recyclers.</li> <li>• At least one Facebook and Twitter post will promote using less toxics at home.</li> <li>• Distribute 300 Healthy &amp; Safe Metro coupon booklets and Household Hazardous Waste flyer at community events and in our lobby. Make coupon booklets available to cities.</li> </ul>	<p>C/O</p> <p>I</p>	<ul style="list-style-type: none"> <li>• The May '18 edition of ClackCoQuarterly (formerly Citizen News) featured an ad promoting the Household Hazardous Waste coupon.</li> <li>• At least 630 green cleaner booklets were distributed at 14 community events.</li> <li>• An ad was included in the Clackamas Answer Guide and in the May '18 edition of ClackCoQuarterly (formerly Citizen News) saying people could request a presentation on Green Cleaners for their community group. No requests were made. No Green Cleaners presentations were given at multifamily communities or in community presentations – staff will continue to offer the topic and develop a strategy for more pro-active development of these presentation opportunities.</li> <li>• Distributed 51 Healthy &amp; Safe Metro coupon booklets via an ad in ClackCoQuarterly (formerly Citizen News), and 248 at community events (299 total). More were distributed in our lobby.</li> <li>• Distributed 17 Household Hazardous waste flyers via an ad in ClackCoQuarterly (formerly Citizen News), and 44 at community events (61 total).</li> <li>• We did not promote the Grow Smart, Grow Safe tools and app, including the healthy lawn and garden pledge.</li> <li>• Many events where we table at also have booths where Master Gardeners table. It had been a challenge to have enough material to table on without also tabling on the same or too similar topics that they may be tabling on.</li> </ul>
Recycling Activities	Status	Implementation Notes
<p><b>Safe Disposal</b> - Promote locations, including the Metro Hazardous Waste Facilities, for safe disposal of toxic</p>		<ul style="list-style-type: none"> <li>• Information promoting Metro South's Hazardous Waste Facility was included</li> </ul>

<p>household materials.</p> <p><b>Goal:</b> Residents engage in actions that result in a better understanding of which materials are potentially toxic and their safe disposal options.</p> <p><b>Strategy:</b></p> <ol style="list-style-type: none"> <li>1. Continue to promote the Metro Hazardous Waste Facilities for safe disposal of unwanted toxic hazardous materials.</li> <li>2. Continue to encourage safe disposal of unwanted medication and medical sharps. Provide brochures at community events, links on our website and information upon request.</li> <li>3. Continue to encourage electronics recycling at Oregon E-Cycles and other electronics recycling locations. Continue to provide links on our website and include it on our Recycling Depot list.</li> </ol> <p><b>Indicator of Success:</b></p> <ul style="list-style-type: none"> <li>• One or more ads or articles will be featured in Citizen News.</li> <li>• Distribute 50 brochures - Clackamas River Water Providers “How to properly dispose of unwanted medication” at community events.</li> <li>• Distribute 50 brochures – Metro “Safe disposal of medical syringes” at community events.</li> <li>• At least one article or ad on Oregon E-Cycles will be featured in Citizen News.</li> <li>• At least one Facebook and Twitter post will promote Oregon E-Cycles.</li> </ul>	<p>C/O</p> <p>C/O</p> <p>C/O</p>	<p>in the Nov '17 and May '18 editions of ClackCoQuarterly (formerly Citizen News).</p> <ul style="list-style-type: none"> <li>• At least 159 Clackamas River Water Providers “How to Properly Dispose of Unwanted Medication” brochures were distributed within the community.</li> <li>• At least 120 Metro “Safe Disposal of Medical syringes” brochures were distributed within the community.</li> <li>• Sharps and hazardous waste disposal is included on our Depot list which is on the back of our Recycle Guide.</li> <li>• An ad about free electronics recycling through the Oregon E-Cycles program was featured in the Nov '17 and May '18 editions of ClackCoQuarterly (formerly Citizen News).</li> <li>• Electronics recycling through the Oregon E-Cycles program is included on our Depot list which is on the back of our Recycle Guide.</li> <li>• We did not do a Facebook or Twitter post to promote Oregon E-Cycles.</li> </ul>
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<b>Other</b>		
<b>Required Elements</b>	<b>Status</b>	<b>Implementation Notes</b>
1. Demonstrate compliance with the Regional Service Standard (including individual jurisdictions within cooperatives)	○	Clackamas County and its cities remain compliant, with no changes in the prior fiscal year.
2. Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed).	○	<p>Programmatically, communities within Clackamas County continue to gradually increase the availability of collection service for commercial and residential food scraps. Residential food scraps service is now available in Milwaukie and Lake Oswego, and most cities have commercial service available. Inadequate transfer infrastructure for commercial and residential food, however, has slowed adoption of these services.</p> <p>This year Clackamas County bundled commercial food scraps collection similar to recycling, to facilitate convenience and ease of service, which is encouraging greater participation. Recycling programs remain consistent in accepted materials, though external market forces have complicated recovery. Curbside recovery of deposit containers has also decreased, but been offset by a significant increase in Bottle Bill recovery.</p>
3. Participate in at least one regional waste reduction planning group.	○	Clackamas County continued to participate in Solid Waste Directors', CREW, CWG, commercial food policy development, Regional Waste Plan groups, and other workgroups.
<b>Waste Prevention Activities</b>	<b>Status</b>	<b>Implementation Notes</b>
<p>Description of Activity: <b>Oregon Green Schools</b> - Support the OGS program within schools.</p> <p>Goal: Provide information about how to reduce solid waste generated by schools and build momentum and excitement around issues of sustainability in schools.</p> <p>Strategies:</p> <ul style="list-style-type: none"> <li>Reach out to known contacts within schools, school and district-level administrators, school boards and others to invite participation in the Oregon Green Schools program.</li> </ul>	<p>○</p> <p>○</p> <p>○</p>	<p>We invited new schools to certify, and worked with certified schools to recertify.</p> <p>Certified 15 schools: 10 were brand-new certifications, and 5 were re-certifications.</p> <p>During the 2017-2018 school year, we worked with 49 schools on maintaining or achieving Oregon Green School certification.</p> <p>Conducted 30 waste audits with students, and assisted schools with setting and achieving waste reduction goals following the audits.</p> <p>29% of all Clackamas County schools are OGS certified.</p> <p>More than 300 students participated in waste audits.</p>

<ul style="list-style-type: none"> <li>• Support schools through the process of becoming OGS certified</li> <li>• Conduct recycling and waste audits in schools and assist with waste reduction goals within schools</li> <li>• Celebrate green school certification within schools at assemblies.</li> </ul> <p>Indicators of Success:</p> <ul style="list-style-type: none"> <li>• Minimum of 25% OGS certification of Clackamas County schools.</li> <li>• Student participation in audits.</li> </ul>	<p>○</p> <p>○</p>	<p><b><u>Certified Oregon Green Schools:</u></b></p> <ul style="list-style-type: none"> <li>• Carus School, Canby</li> <li>• Deep Creek Damascus School, Damascus</li> <li>• Hallinan, Lake Oswego</li> <li>• Lake Grove, Lake Oswego</li> <li>• Lakeridge Jr. High, Lake Oswego</li> <li>• Oak Creek, Lake Oswego</li> <li>• River Grove, Lake Oswego</li> <li>• Westridge, Lake Oswego</li> <li>• Molalla Elementary, Molalla</li> <li>• Molalla High School, Molalla</li> <li>• Molalla River Middle School, Molalla</li> <li>• Ardenwald Elementary, Milwaukie</li> <li>• Cascade Heights Public Charter School, Clackamas</li> <li>• Linwood Elementary, Milwaukie</li> <li>• Milwaukie High School, Milwaukie</li> <li>• Oregon Trail Elementary, Happy Valley</li> <li>• Scouters Mountain, Happy Valley</li> <li>• Sojourner School, Milwaukie</li> <li>• Spring Mountain Elementary, Happy Valley</li> <li>• Verne Duncan Elementary, Happy Valley</li> <li>• View Acres Elementary, Milwaukie</li> <li>• Candy Lane Elementary, Oregon City</li> <li>• Jennings Lodge Elementary, Oregon City</li> <li>• John McLoughlin Elementary, Oregon City</li> <li>• Oregon City Service Learning Academy, Oregon City</li> <li>• Redland Elementary, Oregon City</li> <li>• Springwater Environmental Sciences School, Oregon City</li> <li>• Butte Creek School, Mt. Angel</li> <li>• Bolton Primary, West Linn</li> <li>• Cedaroak Park Primary, West Linn</li> <li>• Lowrie Primary, Wilsonville</li> <li>• Stafford Primary, West Linn</li> <li>• Trillium Creek Primary, West Linn</li> <li>• Wilsonville High School, Wilsonville</li> <li>• Columbia Academy, West Linn</li> <li>• North Clackamas Christian School, Oregon City</li> <li>• Portland Waldorf School, Milwaukie</li> <li>• St. John the Apostle School, Oregon City</li> </ul>
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<p>Description of Activity: <b>Schools Mini-Grants</b> - Provide waste reduction mini-grants to schools after successful completion of an application.</p> <p>Goal: Support waste reduction in schools throughout Clackamas County.</p> <p>Strategy: Review grant applications to make sure they support projects that are likely to reduce waste in schools.</p> <p>Indicator of Success: Proven cost savings or waste reduction in schools after project implementation.</p>	<p style="text-align: center;">○</p>	<ul style="list-style-type: none"> <li>• West Hills Montessori, Lake Oswego</li> </ul> <p>During the 2017-2018 school year, we disbursed just over \$14,000 in small grants to 14 schools.</p> <p>We disbursed grants in the following categories:</p> <ul style="list-style-type: none"> <li>• Milk dispensers (2)</li> <li>• Water bottle filling stations (2)</li> <li>• Onsite composting (3)</li> <li>• School garden assistance (1)</li> <li>• Cafeteria and staff room durables (3)</li> <li>• Durable dishes for classroom parties (1)</li> <li>• LED lighting (1)</li> <li>• Durable sandwich bags for waste free lunches (1)</li> </ul> <p>The milk dispenser grant was our most successful waste reduction project of the year. Schools that began using milk dispensers for lunch service have reduced their milk purchasing by over 150 gallons per school per month. In addition, they have reduced the amount of milk that they throw away by over half.</p> <p>These schools have also seen a reduction in their solid waste generation, as they are now using washable cups in place of milk cartons during lunch service. Waste audits show that schools generate between 35 and 50 gallons of milk carton waste per day.</p>
<p>Description of Activity: <b>School Waste Reduction Packet</b> - Prepare and distribute annual waste reduction packet to all schools in Clackamas County.</p> <p>Goal: Provide information about how to reduce solid waste generated by schools.</p> <p>Strategies: Identify waste reduction opportunities for schools.</p> <p>Continue to refine list of best contact at each school to receive the annual packet.</p> <p>Indicator of Success:</p>	<p style="text-align: center;">○</p> <p style="text-align: center;">○</p>	<p>All Clackamas County schools received the annual waste reduction packet, which included our recycle guide and resource offerings.</p> <p>We received requests from 87 schools during the</p>

<p>All schools in the County will receive the annual waste reduction packet. The number of contacts (calls and emails) we receive for waste reduction assistance in schools will be tracked.</p>		<p>2017-2018 school year.</p>
<p>Description of Activity: <b>School Presentations</b> - Deliver classroom waste reduction presentations as requested.</p> <p>Goal: Provide information about how to reduce amount of solid waste generated by schools and students, engage and educate students.</p> <p>Strategy: Present different actions for students to take to practice waste reduction in their daily lives.</p> <p>Offer two new Lifecycle presentations</p> <p>Indicator of success: Students commit to one waste reduction action by the end of each presentation.</p>	<p>O</p> <p>C</p>	<p>Delivered 130 classroom and assembly presentations to approximately 2600 students.</p> <p>Approximately 2600 students pledged to begin practicing one waste reduction action/strategy.</p>
<p>Description of Activity: Track assistance to low income schools as defined by Title 1 status.</p> <p>Goal: To provide equitable service throughout the county</p> <p>Strategy: If a lower percentage of Title 1 schools request service, target outreach to those schools through cold calls and mailings.</p> <p>Indicator of Success: An equitable amount of service to Title 1 schools</p>	<p>O</p>	<p>We provided service to 76 public schools in the 2017-2018 school year. Of those, 29 are designated Title 1 schools. This means that 38% of the schools we provided services to are designated Title 1.</p> <p>Of the county's 115 public schools, 43 of them are designated Title 1, or 37%.</p> <p>We are providing an equitable amount of service to Title 1 schools.</p>
<p>Description of activity: <b>Food waste prevention:</b> Work with AmeriCorps member to develop plan for reaching kids and explore working with high school culinary programs</p>		<p>We developed a food waste prevention presentation geared towards high school culinary arts classes, and delivered the presentation at Sabin Schellenberg Technical Arts School to 2 culinary arts classes of 30 students each.</p>

<p>on food waste project, specifically at Milwaukie High School and other schools with high free and reduced lunch populations.</p> <p>Goal: Increase awareness of the problem of wasted food and provide information about practices that will decrease wasted food.</p> <p>Strategy: Reach out to schools with culinary programs, with targeted outreach to schools with high free and reduced lunch populations.</p> <p>Schedule presentations in these classes to educate about ways food is wasted, and to provide food waste prevention strategies.</p> <p>Indicator of success: Students will take a quick pre-and post-test about their knowledge of wasted food facts and food waste prevention strategies. Students will score higher on post-test than they did on pre-test.</p>	<p>C/O</p> <p>O</p>	<p>Students took a survey at the end of the presentation and indicated that they learned something new during the course of the presentation.</p>
Recycling Activities	Status	Implementation Notes
<p>Description of Activity: <b>Schools Assistance-</b> Provide recycling and composting (where available) technical assistance to schools throughout Clackamas County</p> <p>Goal: Increase recycling and /or composting awareness and capability among students, school staff and faculty.</p> <p>Strategies: Reach out to schools to make them aware of the recycling assistance available. Methods for reaching schools include the quarterly “Trash Talk” publication, cold calls and e-newsletters.</p> <p>Provide recycling containers and signage on request</p> <p>Provide annual yes/no recycling</p>	<p>O</p> <p>O</p> <p>O</p>	<p>We provided assistance to 87 schools on recycling.</p> <p>Containers for recycling provided included:</p> <ul style="list-style-type: none"> <li>• 159 blue recycling bins</li> <li>• 10 Brute recycling bins</li> <li>• 7 bus tubs for compost collection</li> <li>• 14 ClearStreams</li> <li>• 1154 ClearStream bags</li> </ul>

<p>information to schools</p> <p>Indicator of success:</p> <ul style="list-style-type: none"> <li>• Track requests for recycling and composting technical assistance</li> <li>• Provide technical assistance to a minimum of 50 schools</li> </ul>		<ul style="list-style-type: none"> <li>• We received 193 requests for technical assistance from schools (and responded to all requests).</li> <li>• We provided technical assistance to 87 different schools.</li> </ul>
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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

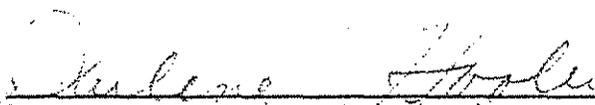
IT IS HEREBY ORDERED that Clackamas County enter into said Agreement, copy of which is to be placed on file in the Clackamas County Office of Financial Administration with this Order Number affixed thereto, with the understanding that said Agreement is subject to all public contracting laws and the Constitution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

DATED this 7th day of January, 1988.

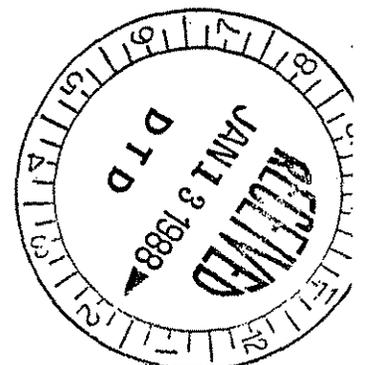
BOARD OF COUNTY COMMISSIONERS

  
Ed Lindquist - Chairman

  
Dale Harlan - Commissioner

  
Darlene Hooley - Commissioner

DTD



*D. Phillips*



**Campbell M. Gilmour**  
Director

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**DEVELOPMENT SERVICES BUILDING**  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

## **LETTER OF UNDERSTANDING**

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Canby (City) commencing November 1, 2009. 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.

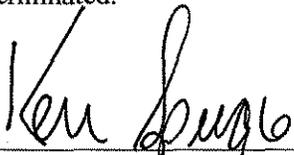
Since 1990 Clackamas County has successfully met the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating 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, Canby, 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 the City's appropriation of the monies intended to fund activities relative to the Regional Solid Waste Management Plan to Clackamas County until this agreement is terminated.



Ken Spiegle – Manager  
Community Environment Division

10-15-09

Date



Amanda Klock- Interim City Administrator  
City of Canby

11-04-09

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.

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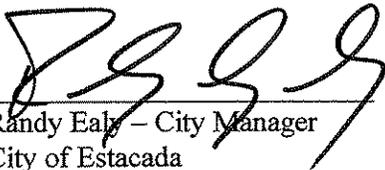
In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.



Ken Spiegle – Manager  
Community Environment Division, 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.

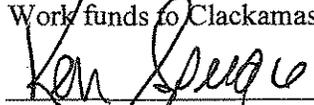
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Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, 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.

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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

  
\_\_\_\_\_  
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. Robinson Date: 09/18/07  
Mayor

ATTEST:  
By: Maryellen Walden 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 Ractnke 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.

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.

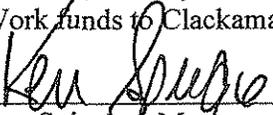
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Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These 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

  
\_\_\_\_\_  
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.

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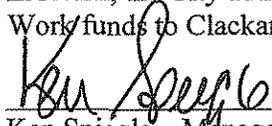
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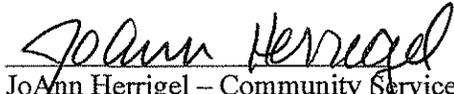
Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, and Wilsonville.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

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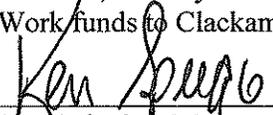
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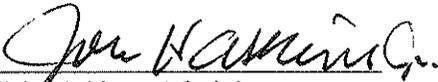
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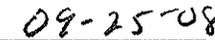
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\_\_\_\_\_  
Ken Spiegle - Manager  
Community Environment Division

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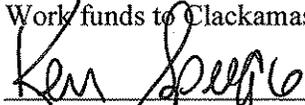
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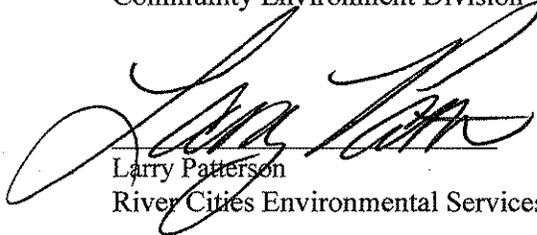
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\_\_\_\_\_  
Ken Spiegle – Manager  
Community Environment Division

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

## **LETTER OF UNDERSTANDING**

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Ken Spiegle  
Ken Spiegle - Manager  
Community Environment Division

7-30-08  
Date

Scott Lazenby  
Scott Lazenby - City Manager  
City of Sandy

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 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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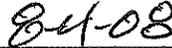
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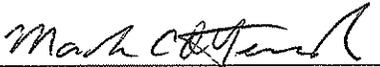
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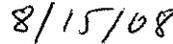
Ken Spiegle – Manager  
Community Environment Division



Date



Mark C. Ottenad  
City of Wilsonville



Date

**Fiscal Year 2018-19  
Local Government Annual Waste Reduction Work Plan**

**April 24, 2018**

**I. Introduction**

Since 1990, Metro and its local government partners have developed cooperative plans to implement the region's waste prevention and recycling programs. These plans serve as one of the implementation tools for the Regional Solid Waste Management Plan (RSWMP) that provides direction for waste reduction programs for the metropolitan region. The Annual Waste Reduction Work Plan is the primary means by which Metro and local governments plan for waste prevention and recycling programs, projects and activities.

Metro is in the process of developing the region's new Regional Waste Plan. Metro uses a 10-year framework to manage the region's waste and recycling programs and services. In 2018, the Metro Council will adopt a new plan after working extensively with community members, business leaders and government partners to develop a shared vision and strategy to waste less and ensure equity across the system and its services.

In 2015, the Oregon Legislature passed Senate Bill 263 which made several changes to the Opportunity to Recycle Act (ORS 459A) updating waste prevention and recycling requirements and goals that guide state, local and private actions. The revisions to ORS 459A result in increased requirements for larger cities and those jurisdictions within the Metro region. In addition, new waste prevention program elements have been added to the requirements.

**The 2018-19 plan template has been revised to include the transition to new state requirements. Beginning in fiscal year 2019-20, the Annual Waste Reduction Work Plan will be fully revised to reflect new Regional Waste Plan requirements.**

**II. Plan Structure & Format**

**Maintenance of Existing Programs.** The funding assistance provided to local jurisdictions for this work is allocated on a per capita basis. Each jurisdiction receives an allocation based upon its percent of the region's total population and its level of compliance with state and regional requirements.

The objectives are to maintain and increase recovery through support of existing and new local government recycling programs; support and expand waste prevention and reuse initiatives; provide an incentive for local governments to participate in regional waste reduction planning activities; and continue to ensure compliance with the RSWMP and state requirements for recycling, waste prevention and reuse programs.

Local governments submit an overview of existing recycling, waste prevention and reuse programs in place; detailing the outreach, education and collection programs currently implemented and the efforts they will engage in to maintain and expand these programs. This will provide a comprehensive regional picture of existing programs in place as well as demonstrate compliance with the RSWMP and state law.

**Recycle at Work** is designed to address the individual needs, barriers and the particular circumstances affecting the business sector with regard to waste prevention, recycling and toxics reduction. Funding assistance is provided to local jurisdictions specifically for the Recycle at Work program and allocated based on the number of employees per jurisdiction derived from data supplied by the State of Oregon Employment Department. The Recycle at Work program provides waste prevention and recycling technical assistance to businesses in the region. In order to qualify for funding, local jurisdictions must:

1. Hire individuals as staff or contractors who work in the jurisdiction's offices or external contractors whose primary responsibilities and duties are to provide technical assistance and Business Recycling Requirement compliance services to businesses.
2. Develop a Local Outreach Plan that identifies the jurisdiction's strategy for targeting and recruiting businesses for Recycle at Work assistance, located in work plan template under Recycle at Work: Annual Local Outreach Plan. The plan must also include a focus on assisting the jurisdiction's government facilities and ensuring that each facility is in compliance with Business Recycling Requirement.
3. Maintain a compliance program for the Business Recycling Requirement consistent with Section 2.6 of the administrative procedures for Metro Code Chapter 5.10 and provide a written description of the compliance program to Metro.

### **III. Required Compliance with the Regional Solid Waste Management Plan and State Law**

All local jurisdictions are required to comply with the provisions set forth in the RSWMP and to satisfactorily demonstrate compliance. These provisions include the Regional Service Standard and the Business Recycling Requirement.

Local jurisdictions must also demonstrate compliance with state law (OAR 340-090-0040 and ORS 459A). Metro has been designated by the State as the reporting agency for Clackamas, Multnomah and Washington Counties in their entirety and local jurisdictions shall provide data to Metro to assist with this annual reporting responsibility.

Metro will review Annual Reports for compliance with both the RSWMP and state law. Local jurisdictions that are out of compliance with the RSWMP and/or state law are not eligible for associated program funding assistance from Metro.

### **IV. Monitoring and Evaluation**

Annual reports documenting efforts completed by local governments during FY 2018-19 must be submitted to Metro no later than August 1, 2019. Annual reports combined with the annual Department of Environmental Quality Material Recovery Survey Report, are used to assess progress.

**In order to receive funding through this program, completed plans must be submitted to Metro no later than June 1, 2018.**

**FY 2018-19**  
**LOCAL GOVERNMENT ANNUAL WASTE REDUCTION WORK PLAN TEMPLATE**

Jurisdiction: Clackamas County Contact: Eben Polk

*Submitted May 31, 2018*

**1. Program Overview Narrative**

*Instruction: Provide a narrative overview of programs, services and focus areas for FY 2018-19 below.*

Clackamas County Program Overview Narrative

Clackamas County provides waste prevention, recycling and reuse education for the unincorporated areas of the County, and by agreement for the cities of Barlow, Canby, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn and Wilsonville. The County provides the same services informally to residents and businesses in Rivergrove and Johnson City.

Clackamas County’s program serves approximately 413,000 residents, as detailed in the table below (Source: Portland State University 2017 Oregon Population Report).

Jurisdiction	2017 Estimated Population in Clackamas County
<b>Barlow</b>	135
<b>Canby</b>	16,660
<b>Estacada</b>	3,280
<b>Gladstone</b>	11,840
<b>Happy Valley</b>	19,985
<b>Johnson City</b>	565
<b>Lake Oswego (part)*</b>	34,920
<b>Milwaukie</b>	20,550
<b>Molalla</b>	9,610
<b>Oregon City</b>	34,610
<b>Portland (part)*</b>	770
<b>Rivergrove (part)*</b>	464
<b>Sandy</b>	10,855
<b>Tualatin (part)*</b>	2,911
<b>West Linn</b>	25,695
<b>Wilsonville (part)*</b>	21,835
<b>Unincorporated Clackamas County</b>	198,315
<b>TOTAL</b>	<b>413,000</b>

\*City is located and has population in more than one county.

Entering FY 18-19, Clackamas County's Resource Conservation & Solid Waste program will be renamed the Sustainability & Solid Waste (S&SW) Program with the new fiscal year. The program has 11.38 budgeted FTE spread across 13 positions including an Americorps member. At least four vacancies will be filled in the next fiscal year (3 regular staff and the Americorps). The S&SW program is part of the County's Department of Transportation & Development (DTD). The program oversees activities that promote recycling, waste reduction and reuse, and fulfill obligations under the Regional Solid Waste Management Plan and Opportunity to Recycle Act on behalf of the County and by agreement, its cities. The program also administers the County's integrated solid waste collection system in the unincorporated areas of the County and for the Cities of Barlow and Happy Valley, and consults with cities occasionally on their franchise administration. This includes regulatory oversight and solid waste collection planning for eight franchised garbage and recycling collection companies operating twenty-two (22) franchises, and one County-owned transfer station. The S&SW program oversees the County's solid waste code, licenses independent recyclers, conducts annual reviews of solid waste fees, participates in regional solid waste planning activities, and represents the County in matters involving materials management policy and facilities, with DEQ and Metro. It also funds solid waste-related code enforcement and contributes to the Dump Stoppers program to clean up and enforce on illegal dumping in public forestlands.

Staff specialists in waste prevention and recycling education and technical assistance implement the Annual Waste Reduction Plan, reaching the community and solid waste generators broadly, residents in single- and multi-family housing, businesses, government agencies, schools and other organizations. Other staff members focus on franchise administration, solid waste planning, program management, administrative assistance, and other activities directed by DTD or the County. In the coming fiscal year the program will hire a staff person to serve partly in a sustainability coordinator role for county operations, and partly in disaster preparedness, such as disaster debris planning and franchisee preparedness. We are also converting our limited-term position focused on food program development to a regular position that will also conduct design review on enclosures.

In addition our program has been awarded an AmeriCorps member for FY 18-19, whose work will be focused on food waste education in schools and the community at large, and multifamily assistance, particularly in low income communities.

Staff responsibilities are generally organized as follows:

- 1 Analyst: Community / residential outreach, volunteer coordination (1 FTE)
- 1 Analyst: School education (0.85 FTE, funded by County and Collectors)
- 1 Analyst: Multifamily assistance (0.6 FTE), residential/community (0.4 FTE)
- 1 Analyst: Commercial assistance including food (1 FTE)
- 1 Part-time Analyst: Commercial assistance including food (0.48 FTE)
- 1 Analyst: Commercial food donation & prevention; enclosure design review (1 FTE) - VACANT
- 1 Analyst: Disaster preparedness and sustainability coordination (1 FTE) - VACANT
- 1 Sr. Analyst: Commercial assistance & coordination (0.9 FTE), other duties (0.1 FTE)
- 1 Sr. Analyst: Solid waste planning and franchise administration (1 FTE)

- 1 Administrative Assistant (1 FTE) - VACANT
- 1 Seasonal Event Recycling Assistant (0.3 FTE)
- 1 Americorps member: schools food waste education & multifamily (0.75 FTE)
- 1 Supervisor (1 FTE)
- 1 Division Manager (0.125 FTE)

### **Customer Service**

Residents, employees, and the public have access to customer service and resources through a dedicated phone line (503-557-6363), emails ([wasteinfo@clackamas.us](mailto:wasteinfo@clackamas.us) and [sustainability@clackamas.us](mailto:sustainability@clackamas.us)), and website ([www.clackamas.us/recycling](http://www.clackamas.us/recycling)). Contact information is included online, in phone directories, on educational materials, newsletters and other publications, in chamber directories and on our webpage. We track commercial technical assistance with a Salesforce CRM database, multifamily assistance with an Access database, and schools assistance with Excel. We also continue to research other options for tracking customer inquiries. Web pages are provided for residential, business, and multifamily audiences, with local information and resources, as well as links to relevant regional and state resources. A substantial reorganization of our web pages is underway, and these pages will continue to be updated. We also intend to continue exploring expanded use of 3<sup>rd</sup> party tools to promote mobile access to service and to notifications for service, promote waste prevention and to direct residents to regional and local resources.

### **Customer Diversity**

Geographically and culturally, Clackamas County is a microcosm of Oregon: rural, suburban, and urban communities, farmland, and significant public and privately owned forestland. Demographically, Clackamas County has a slightly higher percentage of residents over age 65 (16%) compared to the rest of the Metro region. Cultural and ethnic diversity in the county is growing. Residents identifying as Hispanic or Latino constituted 8.4% of the population in 2016, up from 7.3% in 2010. An estimated 27% of students in public schools (K-12) are minorities. The County's residents, by race, are 89% white, 4.1% Asian, 0.9% black, 0.7% American Indian, 0.3% Hawaiian / Pacific Islander, 1.7% other, and 3.4% are of two or more races.

This plan includes continued steps to promote access to services and reach under-served residents and businesses in multiple languages and culturally relevant ways. Our most frequently-provided printed item, our guide for recycling at home and work, is available in Spanish, Russian, Chinese [Mandarin], and Vietnamese. Two staff are fluent in Spanish. Our depot list that summarizes what materials can be recycled or responsibly disposed via drop-off by customers is also available in Spanish.

### **Program Requirements**

Clackamas County's programs comply with the requirements of the Regional Solid Waste Management Plan and state program elements for waste prevention and recycling programs contained in OAR 340-090-0030-45 and ORS 459A. The County and its cities also all comply with the Regional Service Standard.

### **Programmatic Highlights by Customer Segment**

#### **Community & Residents**

The RC&SW program publishes pages focused on waste reduction and recycling in the quarterly county newsletter, Citizen News. In FY 18-19, ten (10) pages are planned to be published in three issues. It is delivered to all residential and business mail recipients in the county, approximately 175,000 addresses. In FY 18-19, we will again pursue a complementary a paper and electronic 'insert' in garbage bills to reach customers in a second format.

Recycling guides (now available in English, Spanish, Chinese [Mandarin], Vietnamese, and Russian) are made available to collection companies to distribute to customers where collectors identify improper recycling.

We host an education and outreach tent at the five-day Clackamas County Fair in August. Topics typically include food waste reduction, reusing materials rather than buying new and continuing to educate about curbside and non-curbside recycling. We will partner with Metro to include Healthy Homes information and Clackamas River Water Providers to provide water conservation information.

Throughout the year, we will provide similar education and customized displays at other community events, such as the Spring Garden Fair, farmers markets and wellness fairs and at presentations, upon request. Some events will be supported by Master Recyclers. Popular topics include the reduction of food waste, recycling 'Yes and Nos', green cleaners, backyard composting and natural gardening.

In the last year work with Master Recyclers and event-based outreach, have taken greater advantage of the increased resources and messaging for food waste prevention including the Eat Smart Waste Less resources and outreach shared with Gresham, Beaverton, and Washington County, and film screenings.

In the coming year we will continue developing or building on recent or new initiatives. In an effort to improve participation and material quality for curbside recycling, we will build on lessons learned from our 17-18 cart-tagging project that covered 3,500 homes among three franchised collectors, working towards re-integrating household-level feedback on a broader, more sustained basis. We have launched a project studying libraries of things / tool libraries with the Clackamas County Library Network, with the intent to pilot one or two such libraries. We will continue building new opportunities for Repair Fairs as part of the effort to develop a culture of repair and reuse.

### **Construction & Demolition**

In the last two years we proposed, supported, and saw adopted statewide amendments to residential and commercial building codes that would more easily allow lumber from deconstruction to be reused in construction without additional inspection or special permission from a local building official. We subsequently developed a survey for building officials to learn more about demolition permit processes and where applicable, deconstruction processes. Once results are in hand we will summarize, share, and proceed with identifying options for Clackamas County to encourage deconstruction through its permit processes. We will also continue to improve the degree to which our colleagues in Building Codes and our permits lobby help raise awareness about asbestos disposal.

## **Toxics Reduction**

New for the county this year we will be proactively advertising and scheduling workshops in the community on green cleaners, and will explore creating a complementary presentation in Spanish.

## **Other**

Clackamas County will continue its robust engagement with schools for waste reduction and recycling, offering services including but not limited to waste reduction packets, presentations, technical assistance, mini-grants, and Oregon Green Schools certification among others. In 17-18 we developed a pilot to provide milk dispensers and reusable cups for two Canby schools, which will be expanded upon and lifecycle benefits will be studied in partnership with DEQ.

Commercial food waste outreach will continue in the stepped-up manner begun in 17-18. We continue developing efforts in waste prevention technical assistance, enrollment in food scrap collection, and supporting the development of the proposed food scrap collection mandate. We will also continue researching a pilot project to support additional donation for food types or with food partners that are not typically reached with the existing food donation system based in Portland.

Event recycling technical assistance will also continue. In 14-15, the program was refocused and revised.

## **2. Recycle at Work Program Overview Narrative**

*Instruction: 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.*
- *Jurisdiction's strategy for targeting and recruiting businesses for Recycle at Work assistance.*
- *Description of the compliance program for the Business Recycling Requirement consistent with Section 2.6 of the administrative procedures for Metro Code Chapter 5.10.*

Business technical assistance and Business Recycling Requirement compliance, referred to here as the Recycle at Work program, is implemented through the Sustainability & Solid Waste Program. The program, supported in part through regional RAW funding, provides technical assistance to businesses on waste prevention, recycling and toxics reduction, and has integrated commercial food waste technical assistance over the last two years. We heavily emphasize food waste issues in our targeting of businesses to assist, and continue to integrate food waste assistance and skills within the team assigned to the commercial sector, observing that for many businesses, food waste is not a separate issue, it is part of their wholistic efforts to reduce waste and adopt more sustainable practices. In FY 18-19 the program is budgeted to be staffed at 2.4 FTE, not including an additional staff person who will be focused on food program development and whose work, when assisting businesses, may also qualify within this area. These 2.4 FTE (3 staffers) will continue providing onsite technical assistance in the adoption of waste reduction

and sustainability practices and Business Recycling Requirement compliance services to businesses.

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, 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. We feature certain businesses that are models for others in written publications and occasionally in a video.

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 CWG work group. 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 Resource Conservation & 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.

### **3. Budget Information**

*Instruction: Provide overall solid waste and recycling budget below.*

Budget Summary

	FY 15-16 Actual	FY 16-17 Actual	FY 17-18 Amended Budget	FY 17-18 Projected Year End	FY 18-19 Proposed Budget	Chg from Prior Yr Budget	% Chg from Prior Yr Budget
<b>Beginning Balance</b>	<b>655,067</b>	<b>984,818</b>	<b>1,455,492</b>	<b>1,455,492</b>	<b>1,232,007</b>	<b>(223,485)</b>	<b>-15.35%</b>
Licenses & Permits	1,493,566	1,524,574	1,464,000	1,557,000	1,560,000	96,000	6.56%
Federal Grants & Revenues	1,036	-	-	-	-	-	0%
State Grants & Revenues	-	19,767	-	16,233	-	-	0%
Local Government & Other Agencies	305,042	418,847	428,500	420,981	423,500	(5,000)	-1.17%
Charges for Service	-	102,855	-	(1,320)	-	-	0%
Fines & Penalties	29,727	9,001	10,000	2,500	10,000	-	0%
Miscellaneous Revenue	47,814	80,592	32,000	44,544	43,500	11,500	35.94%
<b>Operating Revenue</b>	<b>1,877,185</b>	<b>2,155,636</b>	<b>1,934,500</b>	<b>2,039,938</b>	<b>2,037,000</b>	<b>102,500</b>	<b>5.30%</b>
<b>Total Rev - Including Beginning Bal</b>	<b>2,532,252</b>	<b>3,140,454</b>	<b>3,389,992</b>	<b>3,495,430</b>	<b>3,269,007</b>	<b>(120,985)</b>	<b>-3.57%</b>
Personnel Services	803,559	934,897	1,007,973	994,888	1,183,215	175,242	17.39%
Materials & Services	498,635	523,763	720,006	721,018	770,048	50,042	6.95%
Indirect Costs	76,519	37,376	44,519	44,519	41,309	(3,210)	-7.21%
Cost Allocation Charges	120,959	122,941	125,765	125,765	132,395	6,630	5.27%
Capital Outlay	5,900	33,738	91,000	286,000	50,000	(41,000)	-45.05%
<b>Operating Expenditure</b>	<b>1,505,572</b>	<b>1,652,715</b>	<b>1,989,263</b>	<b>2,172,190</b>	<b>2,176,967</b>	<b>187,704</b>	<b>9.44%</b>
Special Payments	41,862	32,247	-	16,233	-	-	0%
Interfund Transfers *	-	-	75,000	75,000	75,000	-	0%
Reserve for Future Expenditures	-	-	405,522	-	698,998	293,476	72.37%
Contingency	-	-	920,207	-	318,042	(602,165)	-65.44%
<b>Total Exp - Including Special Categories</b>	<b>1,547,434</b>	<b>1,684,962</b>	<b>3,389,992</b>	<b>2,263,423</b>	<b>3,269,007</b>	<b>(120,985)</b>	<b>-3.57%</b>
General Fund Support (if applicable)	-	-	-	-	-	-	0%

4. Annual Work Plan Task Tables

Instruction: Complete the following:

**Table 1. Maintenance of Existing Programs, Recycle at Work.**

**Table 2. Regional Service Standard Table for your jurisdiction and cooperative members.**

**Table 3. Demonstration of Compliance with ORS 459A.007 (1) and (2)\*.**

\*Table 3 will be customized to each local jurisdiction and will be sent under separate cover.

**Table 1: Maintenance of Existing Programs and Recycle at Work**

(Add additional table rows as needed)

<b>A. Single-family Residential Recycling</b>	
Activity Description	Indicator of Success/ Measurement Metrics
<p>1) Educate residents about recycling at home.</p> <p>a) Promote proper recycling at outreach opportunities.</p> <p>b) Keep the county’s Recycle Guide up-to-date, relevant, and accessible to multiple populations.</p> <p>c) Provide specialized education on recycling contaminants, including materials identified in the Contamination Reduction Education Plan (CREP).</p> <p>d) Develop a sustainable methodology for residential cart-tagging.</p> <p>e) Provide direct feedback to single-family households on their recycling via cart tags.</p> <p>f) Coordinate with regional partners on outreach.</p>	<ul style="list-style-type: none"> <li>• 1 article in #ClackCo Quarterly about the recycling system and/or relevant recycling news.</li> <li>• 2 Recycle Guides in #ClackCo Quarterly.</li> <li>• 4 city/community newsletters provided recycling information to include in their own publications.</li> <li>• 1 Bill Insert providing recycling information distributed to all garbage and recycling customers.</li> <li>• 4 or more Facebook, Twitter, or Nextdoor posts about recycling contamination and/or proper recycling.</li> <li>• 500 up-to-date Recycle Guides distributed.</li> <li>• Recycle Guide available in 5 languages online.</li> <li>• 1,000 or more households receive cart tags.</li> <li>• Plan developed to implement residential cart tagging throughout the county on a schedule.</li> </ul>
<p>2) Educate residents about recycling at depots and other non-curbside locations.</p> <p>a) Keep the county’s Depot List of where to recycle or dispose of non-curbside materials up-to-date and relevant. Includes, among other things, appliances, batteries, HHW, lamps, Styrofoam, tires, etc.</p> <p>b) Encourage participation in product stewardship programs. (ex: Paint Care, Bottle Drop, Oregon E-Cycles, etc.)</p> <p>c) Investigate compliance among electronics retailers on educating the public about the Oregon E-Cycles program.</p>	<ul style="list-style-type: none"> <li>• 1 or more Depot Lists in #ClackCo Quarterly.</li> <li>• 500 up-to-date Depot Lists distributed.</li> <li>• 1 article on Bottle Drop bottle wash initiative featured in #ClackCo Quarterly.</li> <li>• 1 ad on Paint Care in #ClackCo Quarterly.</li> <li>• 1 ad on Oregon E-Cycles in #ClackCo Quarterly.</li> <li>• 1 or more Facebook, Twitter, or Nextdoor posts about the</li> </ul>

	<p>redemption of deposit containers.</p> <ul style="list-style-type: none"> <li>• Interview a number of local and chain electronics retailers on how/if they are incorporating Oregon E-Cycles information at point-of-sale.</li> </ul>
<p>3) Educate residents about home and backyard composting, and curbside composting.</p> <p>a) Provide publications and/or display materials at community events and upon request.</p> <p>b) Promote other local groups providing education on composting and use of compost. (ex: Oregon State Extension Services, Master Gardeners, etc.)</p> <p>c) Where service is available, promote curbside composting.</p>	<ul style="list-style-type: none"> <li>• 1 or more Facebook, Twitter, or Nextdoor posts about compost.</li> <li>• 1 or more links to composting resources on our website.</li> <li>• Research possibility of selling discounted Metro compost bins at a more convenient location for Clackamas County residents.</li> <li>• Partner with master recyclers and communities that have curbside composting to further develop educational materials.</li> </ul>

<b>B. Single-family Residential Waste Prevention &amp; Reuse</b>	
Activity Description	Indicator of Success/ Measurement Metrics
<p>1) Raise awareness around the issue of wasted food.</p> <p>a) Partner with other local jurisdictions on the Eat Smart, Waste Less Challenge (ESWLC).</p> <p>b) Partner with Farmers Markets to test new outreach strategies for educating the public about wasted food.</p> <p>c) Partner with OSU Extension to offer a hands-on class on ways to waste less food.</p> <p>d) Promote programs/organizations that support alternatives to wasted food. (ex: OSU Extension’s Family Food Education Program, Gleaners of Clackamas County, etc.)</p>	<ul style="list-style-type: none"> <li>• 10 community events will include the Reduce Wasted Food kit with ESWLC materials.</li> <li>• 1 ad promoting ESWL will be featured in #ClackCo Quarterly.</li> <li>• 1 or more Facebook or Twitter posts about wasting less food.</li> <li>• 3 or more ESWL presentations.</li> <li>• 100 ESWLC pledges to reduce wasted food at home.</li> <li>• 3 Farmers Markets are testing a new outreach tool.</li> <li>• 2 links to food preservation and rescue resources will be provided on our website and/or provided in relevant flyers as part of the Reduce Wasted Food kit.</li> </ul>
<p>2) Promote the reduction of waste through reuse.</p> <p>a) Keep the Reuse flyer, which lists local and regional reuse-centered businesses, up-to-date and relevant.</p> <p>b) Lead and/or support Repair Fairs throughout the county.</p> <p>c) Work with county partners to establish a Library of Things.</p>	<ul style="list-style-type: none"> <li>• 1 or more Facebook, Twitter, or Nextdoor posts about opportunities and resources to reduce waste and encourage reuse.</li> </ul>

	<ul style="list-style-type: none"> <li>• 1 article in #ClackCo Quarterly promoting reuse.</li> <li>• 3 Repair Fairs.</li> <li>• 1 or more Library of Things open.</li> </ul>
<p>3) Support Master Recycler volunteers and the regional Master Recycler program.</p> <p>a) Promote the Master Recycler course.</p> <p>b) Provide opportunities for community outreach and payback hours.</p> <p>c) Support Master Recyclers in their own, self-directed community outreach efforts.</p> <p>d) Provide continued education opportunities.</p>	<ul style="list-style-type: none"> <li>• 1 ad in #ClackCo Quarterly, Facebook, Twitter, Nextdoor, e-newsletters, website, 4 city/community newsletters promoting the Master Recycler course.</li> <li>• 1 Master Recycler course hosted in county each year.</li> <li>• 4 staff presentations given during the Master Recycler course.</li> <li>• 10 or more volunteer opportunities arranged/offered to Master Recyclers for fulfillment of their payback hours.</li> <li>• 3 or more tabling topics available for Master Recyclers to check-out.</li> <li>• 3 or more presentations topics available to Master Recyclers.</li> <li>• 1 refresher event.</li> <li>• 1 volunteer appreciation event.</li> <li>• Explore other ways to show our appreciation to active Master Recyclers (rewards/recognition program, etc).</li> </ul>

**C. Multifamily Residential Recycling**

Activity Description	Indicator of Success/ Measurement Metrics
<p>1) Promote recycling outreach and education to property managers and residents at multifamily communities.</p> <p>a) Educate property managers and residents through direct outreach, e-newsletters, events, flyers, magnets, mass mailings, and our website about recycling, including, but not limited to, curbside recycling, e-cycles, recycling depots, etc.</p> <p>b) Offer presentations, door-to-door outreach, and tabling at events to promote recycling right to multifamily residents.</p> <p>c) Explore the possibility of a rating system for multifamily communities based on a number of factors that could indicate their use of waste reduction and recycling best practices.</p>	<ul style="list-style-type: none"> <li>• 120 communities receive recycling information (e.g. flyers, e-newsletter, signs, bags, etc.)</li> <li>• 250+ property managers and staff receive the quarterly e-newsletter containing recycling hints, tips, and best practices.</li> <li>• 1 mass mailing sent to property owners/managers to promote recycling outreach and education at multifamily communities.</li> </ul>

	<ul style="list-style-type: none"> <li>• 15 communities distribute plastic film flyers to residents.</li> <li>• 750 reusable recycling bags are distributed to property managers for residents.</li> <li>• 20 multifamily communities receive presentations, door-to-door outreach, tabling or other interactive activity about recycling right.</li> <li>• Create and provide magnets to promote recycling right.</li> <li>• A draft rating system is created.</li> </ul>
<p>2) Provide technical assistance to multifamily communities.</p> <ol style="list-style-type: none"> <li>a) Offer assistance to communities that have not received assistance in the past two years.</li> <li>b) Target outreach to communities with missing service streams.</li> <li>c) Provide on-site assistance, as requested/needed.</li> </ol>	<ul style="list-style-type: none"> <li>• 50+ communities that have not received assistance in the past two years receive resources and/or assistance.</li> <li>• 60 remaining communities listed as missing a stream have their service levels verified and adjusted, if needed.</li> <li>• Update database capabilities to export service level data.</li> </ul>
<p>3) Reach out to property management companies, especially those located in Clackamas County, to offer waste reduction and recycling outreach and assistance in a top-down approach.</p>	<ul style="list-style-type: none"> <li>• Present to at least one (1) property management company's property manager meeting.</li> </ul>
<p>4) Track assistance to low-income communities to ensure, at least, equitable assistance.</p> <ol style="list-style-type: none"> <li>a) Identify low-income communities as identified in the State of Oregon's "Affordable Housing Inventory in Oregon" database.</li> <li>b) Update the Multifamily Database to indicate current inventory of low-income communities.</li> <li>c) Target outreach to low-income communities through partnerships, cold calls, and mailings.</li> </ol>	<ul style="list-style-type: none"> <li>• Equitable outreach to low-income communities.</li> <li>• The eight (8) known low-income communities with missing service for one or more recycling streams will be remedied.</li> </ul>
<p>5) Recruit and train an AmeriCorps member to collaborate with, and deliver recycling resources and services to low-income communities, including those associated with Northwest Housing Alternatives and Housing Authority of Clackamas County.</p> <ol style="list-style-type: none"> <li>a) Analyze existing service levels to identify communities that could benefit from increased service.</li> <li>b) Identify communities that could benefit from changes to infrastructure/equipment (better signage, repositioning of bins, etc.).</li> <li>c) Provide outreach to communities with adequate access – meet with property managers and/or resident service coordinators to develop strategies.</li> </ol>	<ul style="list-style-type: none"> <li>• AmeriCorps Member will be hired, onboarded, and empowered to work with target communities.</li> <li>• AmeriCorps Member will work with the 14 target communities to provide recycling support.</li> <li>• AmeriCorps Member will work with at least 10 additional low-income communities that are missing a recycling stream, haven't been outreached to in the last five years, or both.</li> </ul>

**D. Multifamily Residential Waste Prevention & Reuse**

Activity Description	Indicator of Success/ Measurement Metrics
<p>1) Promote waste prevention, reuse, and repair to property managers and residents at multifamily communities.</p> <p>a) Educate property managers and residents through direct outreach, newsletters, events, mass mailings, and our website about waste prevention, including, but not limited to, information on junk mail reduction and wasted food prevention (Eat Smart, Waste Less), donation, reuse, repair, etc.</p> <p>b) Offer presentations, tabling at events, and movie screenings to promote waste reduction and reuse to multifamily residents.</p> <p>c) Notify property managers and provide flyers about upcoming Repair Fairs in their neighborhood.</p> <p>d) Explore the possibility of a rating system for multifamily communities based on a number of factors that could indicate their use of waste reduction and recycling best practices.</p>	<ul style="list-style-type: none"> <li>● 120 communities receive waste prevention information (e.g. flyers, junk mail kit, food waste reduction, e-newsletter, etc.).</li> <li>● 250+ multifamily property managers and staff receive quarterly e-newsletter that includes information about waste reduction (e.g. bulky waste donation, reuse, Energy Trust of Oregon, MetroPaint, etc.).</li> <li>● 1 mass mailing sent to property owners/managers to promote recycling outreach and education at multifamily communities.</li> <li>● 12 multifamily communities receive presentations, movie screenings, tabling, or other interactive event on waste prevention, reuse, and repair.</li> <li>● Communities are made aware of upcoming Repair Fairs near them.</li> <li>● A draft rating system is created.</li> </ul>
<p>2) Promote waste reduction technical assistance program to multifamily property managers.</p> <p>a) Explore community reuse through share tables, magazine exchanges, book libraries, “For Free/Sale” bulletin boards, etc.</p> <p>b) Encourage property managers to call donation agencies to collect bulky waste if items are in good, working condition.</p> <p>c) Raise awareness among property managers that they should call their collector for pick-up of bulky waste items for disposal.</p> <p>d) Develop baseline information about how properties deal with bulky waste items.</p>	<ul style="list-style-type: none"> <li>● Reuse efforts are tracked in the multifamily database to identify efforts already taking place.</li> <li>● Property managers at 10 communities are referred or encouraged to call reuse organizations for bulky waste donation.</li> <li>● Work with at least one (1) community to test bulky waste best practices.</li> </ul>
<p>3) Reach out to property management companies, especially those located in Clackamas County, to offer waste reduction and recycling outreach and assistance in a top-down approach.</p>	<ul style="list-style-type: none"> <li>● Present to at least one (1) property management company’s property manager meeting.</li> </ul>
<p>4) Recruit and train an AmeriCorps member to collaborate with, and deliver waste reduction resources and services to low-income communities, including those associated with Northwest Housing Alternatives and Housing Authority of Clackamas County.</p>	<ul style="list-style-type: none"> <li>● 10 communities receive information on waste reduction.</li> </ul>

<ul style="list-style-type: none"> <li>a) Work with property managers and/or resident service coordinators to educate and promote waste reduction among residents.</li> <li>b) Provide on-site workshops for residents to encourage waste reduction, including wasted food prevention through Eat Smart, Waste Less, toxics reduction through green cleaner use, etc.</li> <li>c) Explore community reuse through share tables, magazine exchanges, book libraries, "For Free/Sale" bulletin boards, etc.</li> </ul>	<ul style="list-style-type: none"> <li>• 5 communities receive hands-on workshops for residents promoting waste reduction.</li> <li>• Reuse efforts are tracked in the multifamily database to identify efforts already taking place.</li> </ul>
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<b>E. Construction &amp; Demolition Recycling</b>	
Activity Description	Indicator of Success/ Measurement Metrics
1) Distribute Metro Construction Salvage & Recycling toolkits, when available at DTD lobby counter, local libraries, jurisdictions and relevant community events.	<ul style="list-style-type: none"> <li>• Supply 400 toolkits and carpenter's pencils in DTD lobby resource area. Regularly stock.</li> <li>• Supply local libraries and local jurisdictions within Clackamas County with 150 Toolkits, restock at request.</li> </ul>
2) Explore opportunities to repurpose DTD lobby screens to convey information and advisories about deconstruction, salvage, reuse, and recycling (e.g. asbestos, paint care, Habitat ReStores, etc.).	<ul style="list-style-type: none"> <li>• Content developed for inclusion on DTD permit lobby screens.</li> </ul>

<b>F. Construction &amp; Demolition Waste Prevention &amp; Reuse</b>	
Activity Description	Indicator of Success/ Measurement Metrics
1) Continue to promote local businesses that accept and/or sell salvaged construction and demolition materials, building materials.	<ul style="list-style-type: none"> <li>• Feature one ad about local reuse stores and/or one ad about Metro Paint in Citizen News.</li> <li>• Supply 50 each of Metro Healthy Home Improvement cards, Metro Paint, Canby Habitat ReStore and Rebuilding Center brochures in the DTD lobby, and at relevant events.</li> </ul>
2) Work with Building Codes staff issuing permits to provide information about asbestos and Metro and DEQ requirements and new rules. Increase visibility of asbestos-related information in our permit lobby.	<ul style="list-style-type: none"> <li>• Permit customers are provided information about these requirements through our website and the DTD lobby, and information also made available for distribution through cities' permit processes.</li> </ul>
3) Analyze the survey completed of other jurisdictions issuing building permits; summarize the processes and policies used by jurisdictions for building removal (and hazard mitigation) to explore potential for more consistent use of deconstruction and recovery of materials.	<ul style="list-style-type: none"> <li>• Results of a survey will be made available to building code officials, summarizing the variety of approaches and policies surrounding building removal and promotion of deconstruction.</li> <li>• Explore creating a new internal process.</li> <li>• Explore the potential for creating a new demo/decon policy for the County.</li> </ul>
4) Inventory properties potentially subject to removal in buildout of the County's transportation capital improvement plan to identify opportunities for deconstruction.	<ul style="list-style-type: none"> <li>• A summary is developed of any such properties through discussion with Transportation Engineering and Transportation Planning staff.</li> </ul>

<b>G. Toxicity Reduction</b>	
Activity Description	Indicator of Success/ Measurement Metrics
1) Educate residents about the hazards of toxics, alternatives, and proper disposal. <ol style="list-style-type: none"> <li>a) Provide information about Household Hazardous Waste and proper disposal.</li> </ol>	<ul style="list-style-type: none"> <li>• 1 ad or article in #ClackCo Quarterly OR in a bill insert.</li> <li>• 4 or more tabling events promoting the use of green</li> </ul>

<ul style="list-style-type: none"> <li>b) Promote the use of green cleaners.</li> <li>c) Promote the Metro Hazardous Waste Facilities for safe disposal of unwanted hazardous waste.</li> <li>d) Promote safe disposal of unwanted medication and medical sharps.</li> </ul>	<p>cleaners, HHW, sharps, and unwanted medication.</p> <ul style="list-style-type: none"> <li>• Partner with sheriff’s office, WES, and public health to develop a joint flyer for disposal of unwanted medication.</li> <li>• 4 green cleaner presentations.</li> <li>• 300 Green cleaner booklets distributed.</li> <li>• 1 or more Facebook or Twitter posts promoting the use of green cleaners and/or the proper disposal of toxics.</li> <li>• Information on Metro South’s Hazardous Waste Facility included on our Recycle Depot list and website.</li> <li>• 150 Healthy and Safe Metro coupon booklets distributed.</li> <li>• Information on Drug Take Back boxes included on our Recycle Depot list and website.</li> <li>• 50 Clackamas River Water Providers “How to Properly Dispose of Unwanted Medication” brochures distributed at community events.</li> <li>• 50 Metro “Safe Disposal of Medical Syringes” distributed at community events.</li> </ul>
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<b>H. Other</b>	
Activity Description	Indicator of Success/ Measurement Metrics
<p><b>1. Oregon Green Schools</b> Support the OGS program within schools. Provide information about how to reduce solid waste generated by schools and build momentum and excitement around issues of sustainability in schools.</p> <ul style="list-style-type: none"> <li>a) Reach out to known contacts within schools, school and district-level administrators, school boards and others to invite participation in the Oregon Green Schools program.</li> <li>b) Support schools through the process of becoming OGS certified.</li> </ul>	<ul style="list-style-type: none"> <li>• 25% or more of Clackamas County schools will become OGS certified.</li> </ul>

<ul style="list-style-type: none"> <li>c) Support established green teams/encourage and support schools as they establish green teams. We will do this by providing “grab and go” activities for green team leaders. In addition, our \$500 grants can be used to pay staff to lead green teams after school hours.</li> <li>d) Conduct recycling and waste audits in schools and assist with waste reduction goals within schools.</li> <li>e) Celebrate green school certification within schools at assemblies.</li> <li>f) Recognize certified schools in one issue of Clack Co. Quarterly per year.</li> <li>g) Work with established Eco School Networks in West Linn and North Clackamas.</li> <li>h) New: Begin offering flexible certification mini grants of \$500 to help schools achieve the goals set as part of certification process.</li> </ul>	
<p><b>2. Schools Mini-Grants</b> Provide waste reduction mini-grants to applying schools. The purpose of this is to support waste reduction in schools throughout Clackamas County.</p> <ul style="list-style-type: none"> <li>a) Review grant applications to make sure they support projects that are likely to reduce waste in schools.</li> <li>b) <b>New:</b> Create high quality/high-impact mini grant templates to encourage schools to adopt certain projects (example: durable classroom party kits).</li> <li>c) <b>New:</b> Support up to 8 schools with milk dispenser(s) to promote packaging and milk waste reduction.</li> </ul>	<ul style="list-style-type: none"> <li>● Proven cost savings or waste reduction in schools after project implementation. We will analyze our grant program on an annual basis.</li> <li>● For milk dispensers: We will conduct pre-and post-waste audits to determine waste reduction. We will also work closely with the school districts to measure cost impacts of transitioning from cartons to milk dispensers.</li> </ul>
<p><b>3. School Presentations</b> Deliver classroom waste reduction presentations as requested. Provide information about how to reduce amount of solid waste generated by schools and students, engage and educate students.</p> <ul style="list-style-type: none"> <li>a) Present different actions for students to take to practice waste reduction in their daily lives.</li> <li>b) <b>New:</b> Offer food waste prevention presentations to all 4<sup>th</sup> grade classes throughout the county. Prioritize areas outside Metro boundary (Canby, Estacada, Molalla River, Oregon Trail, Colton).</li> </ul>	<ul style="list-style-type: none"> <li>● Students commit to one waste reduction action by the end of each presentation.</li> <li>● Deliver presentations to 45 or more schools.</li> </ul>
<p><b>4. Title 1 School Assistance</b> Track assistance to low income schools as defined by Title 1 status to ensure equitable service is provided throughout the county.</p> <ul style="list-style-type: none"> <li>a) Target outreach to Title 1 schools through cold calls and mailings.</li> <li>b) Refine Title 1 list annually.</li> </ul>	<ul style="list-style-type: none"> <li>● An equitable amount of service to Title 1 schools.</li> </ul>

<p><b>5. Food waste prevention</b>  Increase awareness of the problem of wasted food and provide information about practices that will decrease wasted food through classroom presentations, cafeteria waste audits, and the newly-created “An Apple Isn’t Just an Apple” workbook.</p> <ul style="list-style-type: none"> <li>a) Work with AmeriCorps member to develop plan for reaching kids and continue working with high school culinary programs on food waste prevention.</li> <li>b) Reach out to schools with culinary programs, with targeted outreach to schools with high free and reduced lunch populations.</li> <li>c) Schedule presentations in these classes to educate about ways food is wasted, and to provide food waste prevention strategies.</li> <li>d) <b>New:</b> Using the food waste reduction workbook, “An Apple isn’t just an apple,” develop and deliver food waste prevention lessons to 3<sup>rd</sup> and 4<sup>th</sup> grade classrooms as requested.</li> <li>e) <b>New:</b> Translate “An Apple...” into Spanish to increase accessibility.</li> <li>f) <b>New:</b> Co-develop (with Clackamas County Environmental Health) a guidance document for school share tables to be distributed to districts.</li> </ul>	<ul style="list-style-type: none"> <li>● Students will commit to one action to reduce wasted food at the end of each presentation.</li> </ul>
<p><b>6. School Recycling, Composting, and Waste Prevention Assistance</b>  Provide recycling, composting, and waste prevention/reuse technical assistance to schools throughout Clackamas County in order to increase recycling and /or composting awareness and capability among students, school staff and faculty.</p> <ul style="list-style-type: none"> <li>a) 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>b) Identify waste reduction opportunities for schools.</li> <li>c) Continue to refine list of best contact at each school to receive the annual packet.</li> <li>d) 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 e-newsletters.</li> <li>e) Provide recycling containers and signage on request.</li> <li>f) Provide annual yes/no recycling information to schools.</li> <li>g) 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> </ul>	<ul style="list-style-type: none"> <li>● Track requests for recycling and composting technical assistance.</li> <li>● 75 or more schools will receive technical assistance. This number does not include the 50 above that receive presentations, as we define technical assistance as assistance outside of the classroom.</li> <li>● All schools in the County will receive the annual waste reduction packet. The number of contacts (calls and emails) we receive for waste reduction assistance in schools is tracked.</li> </ul>

<p><b>7. Event Recycling &amp; Food Scraps Assistance</b> Provide free event recycling assistance for community events in Clackamas County.</p> <p>a) Continue to provide event recycling containers and resources for collecting cans and plastic bottles, and food scraps containers where requested.</p>	<ul style="list-style-type: none"> <li>• At least 60 events will be served with event recycling containers and materials.</li> <li>• Events seeking to collect food waste will be provided with collection containers and resources.</li> <li>• All event recycling program participants receive information on Bottle Drop locations and the returning of deposit containers for fundraisers.</li> </ul>
<p><b>8. Neighborhood Cleanup Events</b> Support cleanup events where proposed.</p> <p>a) For cities and communities leading cleanup events that opt to use earmarked cleanup funds, continue to provide funding support consistent with those funds in the next fiscal year.</p> <p>b) Where the County is asked to support a city cleanup, either as collection event or a curbside bulky waste collection week, provide information through the city prohibiting the placement or collection of asbestos containing materials (ACM), and direct participants to information from DEQ and Metro on responsible handling of ACM.</p>	<ul style="list-style-type: none"> <li>• Cities requesting support for their cleanup events that include recycling and reuse will receive up to their historically earmarked funding. Public is informed of regulations pertaining to ACM.</li> </ul>
<p><b>9. Food Waste:</b> Identify and expand opportunities for prevention, donation, and recovery of food waste.</p> <p>a) Continue participating in regional food waste reduction plan, Food Waste Stops with Me, to enhance awareness and promote prevention. Exploring ways to get businesses to adopt waste prevention practices.</p> <p>b) Continue discussions with Oregon Food Bank to enhance collaboration on donation opportunities.</p> <p>c) Continue developing partnerships with recovery organizations and stakeholders to identify potential infrastructure improvements.</p> <p>d) Increase the diversion of food scraps in the bundled and other rate zones.</p> <p>e) Develop awareness to address the issues of food waste reduction through possible partnership events.</p>	<ul style="list-style-type: none"> <li>• Identify a list of defined food waste prevention actions in marketing materials.</li> <li>• Develop outreach materials for food donation.</li> <li>• Develop food waste audit toolkit.</li> <li>• 25 food-service businesses initiate or significantly improve food waste reduction, donation or recovery.</li> </ul>

<b>I. Required Elements</b>	
Activity Description	Indicator of Success/Measurement Metrics

<p>1. Demonstrate compliance with the Regional Service Standard (including individual jurisdictions within cooperatives) by completing RSS: Frequency of Service Table.</p>	<p>Completed Table 2: RSS Level and Frequency of Service.</p>
<p>2. Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed).</p> <p>Amidst difficult market conditions, this goal is challenging. Anecdotal information on recovery from local collection is available through the inspection of containers and recycling practices during technical assistance to businesses, and during regular communication with franchised collectors. We review quarterly recycling and solid waste tonnage data from our franchises. We will continue to provide outreach, education and troubleshooting as described in the strategies and narratives outlined in the residential and business programs above, including building on a successful cart tagging project conducted in FY 17-18, providing direct feedback on material quality and what is recyclable. The 2017 increase in container redemption deposits and 2018 expansion in covered materials may continue to push some recyclables towards Bottle Bill recovery.</p>	<ul style="list-style-type: none"> <li>• Observation of quarterly recycling and solid waste tonnage data.</li> </ul>
<p>3. Participate in at least one regional waste reduction planning group. <i>(please provide details)</i></p> <p>We will continue to participate in regional workgroups including Solid Waste Directors, CREW, CWG, food scraps collection program development, and the Food Waste Stops with Me campaign in collaboration with other government agencies and Oregon Restaurant and Lodging Association.</p>	<ul style="list-style-type: none"> <li>• Attendance at meetings, engagement in platform tools (such as Chatter), and participation in projects identified in these workgroups.</li> </ul>

**J. Recycle at Work Annual Outreach Plan**

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

Status Key: (O) Ongoing (R) Revised (N) New (C) Complete

Target audience, goals, and outreach strategy	Status
Government Facilities (required)	
Goal: Clackamas County and the cities within will be strong leaders in actively modeling sustainable business operations.	
<p>Strategies:</p> <ol style="list-style-type: none"> <li>1. Update new-hire orientation training materials and intranet content with guidance and best practice information.</li> <li>2. Ensure internal BRR compliance, updating signage at waste stations and recycling centers, as needed.               <ul style="list-style-type: none"> <li>• Actively promote recycling refresher trainings at staff meetings.</li> </ul> </li> <li>3. 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.</li> <li>4. 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>5. Continue developing stronger relationships with cities within the county and other government agencies.               <ul style="list-style-type: none"> <li>• Work with cities to keep their education materials (on the web and print) and new hire onboarding materials current.</li> <li>• Strengthen relationship with the community college and support their sustainability efforts.</li> <li>• Encourage more government agencies/departments to participate in Leaders in Sustainability (LiS).</li> </ul> </li> </ol>	<p align="center">O O  O  O  O</p>
<p>Indicators of success:</p> <ul style="list-style-type: none"> <li>○ Clackamas County Human Resources continues to distribute refreshed sustainability materials to all new hires.</li> <li>○ Reach 300 county employees at our Wellness Fair table.</li> <li>○ One city or department or other government facility (such as DTD, H3S Clackamas Fire, or NCPRD) become LiS certified.</li> </ul>	
New Businesses (required)	
Goal: Establish and grow relationships with new and existing businesses.	
<p>Strategies:</p> <ol style="list-style-type: none"> <li>6. <b>Lead generation and partnership building</b> – build a stronger network of leads that help us find out about new businesses.               <ul style="list-style-type: none"> <li>• Continue working with our partners (Collectors, Cities, Health Department, Internal Permits Department, and Chambers) to identify new businesses. Provide direct outreach to these businesses identified.</li> </ul> </li> </ol>	<p align="center">O</p>

<ul style="list-style-type: none"> <li>Collaborate and develop information to include in our partners new business packets and ensure they remain stocked on informational flyers.</li> </ul>	R
<ul style="list-style-type: none"> <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>	O
<p>7. <b>Existing business education efforts</b> –</p>	
<ul style="list-style-type: none"> <li>Work with the cities to include information in the business license renewal processes or other avenue annually.</li> </ul>	N
<ul style="list-style-type: none"> <li>Reestablish relationships with large generators/PMs to educate staff and keep recycling streams clean. Provide them with free technical assistance and resources.</li> </ul>	N
<p>8. <b>Marketing effort</b> – develop a communications plan to target our intended audience utilizing social media, paid and earned media advertising, mailings, partners events, cold calling and newsletter content to draw businesses into requesting our technical assistance and providing deeper support.</p>	R
<p>Indicators of success:</p> <ul style="list-style-type: none"> <li>Provide assistance to over 900 businesses and workplaces</li> <li>Collaborate and create a new business packet with our Health Department and chambers.</li> <li>Establish connections with two additional cities in the County to receive new business lists and integrate education into annual processes.</li> <li>Connect annually with property management companies and request trainings for their staff.</li> <li>Expand case studies, highlighting best practices in waste reduction and recycling to share with businesses.</li> </ul>	
<p>Target Businesses that are Underserved or Underrepresented (optional)</p>	
<p>Goal: Reach more underserved and underrepresented businesses and employees.</p>	
<p>Strategies:</p>	
<p>9. Deepen relationships with organizations that work with Latino businesses and employees.</p>	O
<p>10. Develop educational materials in collaboration with community partners. This could include leave behind flyers, how-to instructional posters, trainings and recycling refreshers and short instructional videos in Spanish.</p>	O
<p>11. Increase bilingual (English/Spanish) accessibility across program materials.</p>	R
<p>Indicators of success:</p> <ul style="list-style-type: none"> <li>Develop <a href="#">outreach</a> card highlighting interpretive services in multiple languages.</li> <li>Add resources on web in Spanish.</li> <li>Provide 4 trainings in Spanish.</li> <li>Respond to request for assistance in Spanish.</li> </ul>	

Target Business Sectors, Institutions or Materials (optional)	
Goal:	
Strategies:	
Indicators of success:	
Other commercial waste prevention, or waste reduction activities (optional)	
Goal: Continue to develop our green business recognition, <b>Leaders in Sustainability.</b>	
<p>Strategies:</p> <p>12. Create and target a business audience to use a one page abridged version of the checklist to allow easier access to basic certification.</p> <p>13. Continue to 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.</p> <p>14. Business to business opportunities –</p> <ul style="list-style-type: none"> <li>○ Enhance mentorship program amongst LiS peers by creating more opportunities for businesses to connect with each other – newsletter, organize business-to-business learning opportunities that could include tours, advisors making direct connections or organizing an event to strengthen connections between our business leaders.</li> <li>○ Target a key business sector and helping create opportunities for that sector to work together on challenging materials or practices.</li> </ul>	<p>R</p> <p>O</p> <p>R</p> <p>O</p>
<p>Indicators of success:</p> <ul style="list-style-type: none"> <li>○ The number of businesses that are Leaders in Sustainability within the county continues to grow.</li> <li>○ Create and distribute quarterly e-newsletters, aiming for 25% open rate.</li> <li>○ Create two promotional videos spotlighting a LiS business and the practices they adopted.</li> </ul>	
Goal: Identify opportunities for prevention, donation and recovery of <b>food waste.</b> (SEE “OTHER” SECTION)	

**Table 2: Regional Service Standard: Level and Frequency of Service**

Check here if there have been **NO CHANGES** to any elements in your jurisdiction (and in jurisdictions that are members of your cooperative). **If there are no changes, the table below may be left blank.**

Please note all **CHANGES** in the table below.

**Key:**

**W** = Weekly collection

**N** = no collection offered

**M** = Monthly collection

**EOW** = Every-other-week collection

**N/A**=not applicable (e.g., no rural areas)

Jurisdiction	Recycling Collection Frequency		Recycling Container Size		Glass Collection Frequency		Yard Debris Collection Frequency		Yard Debris Container Size		Residential Food Waste?
	Urban	Rural	Urban	Rural	Urban	Rural	Urban	Rural	Urban	Rural	YES/NO
Beaverton											
Uninc. Clack. Co.											
Barlow											
Canby											
Damascus											
Estacada											
Gladstone											
Happy Valley											
Johnson City											
Lake Oswego											
Milwaukie											
Molalla											
Oregon City											
Rivergrove											
Sandy											
West Linn											
Wilsonville											
Fairview											
Gresham											
Wood Village											
Uninc. Mult. Co..											
Portland											
Maywood Park											
Troutdale											
Uninc. Wash. Co.											
Banks											
Cornelius											
Durham											
Forest Grove											
Gaston											
Hillsboro											
King City											
North Plains											
Sherwood											
Tigard											
Tualatin											

**Table 3. Demonstration of Compliance with ORS 459A.007 (1) and (2)**

*Table 3 will be customized to each local jurisdiction and will be sent under separate cover.*



**DAN JOHNSON**  
DIRECTOR

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:

Approval to the Contract with GroundWater Solutions Inc. dba GSI Water Solutions for  
Peer Review of Hydrogeological Reports

<b>Purpose/Outcomes</b>	Approval to initiate contract for groundwater hydrogeologic peer reviews as required for all land partitions.
<b>Dollar Amount and Fiscal Impact</b>	No fiscal impact.
<b>Funding Source</b>	N/A. Applicants for land partitions are billed for costs of review.
<b>Duration</b>	The Contract term is from Contract execution through June 30, 2024. Approximately 5.5 years.
<b>Previous Board Contact</b>	None
<b>Strategic Plan Alignment</b>	Honor, utilize, promote, and invest in our natural resources. Ensure safe, healthy, and secure communities.
<b>Contact Person</b>	Darcy Renhard, Contract Administrator Lindsey Nesbitt, Planning Manager Dan Johnson, Director-DTD

**BACKGROUND:**

The Clackamas County Zoning and Development Ordinance requires applicants who submit certain development related land use applications (partitions, subdivisions, new industrial, commercial, and institutional uses) in Groundwater Limited Areas to submit a hydrogeologic review report demonstrating that the aquifer is capable of sustaining the proposed development with sufficient potable water. The hydrogeologic review report is subject to “peer review” by a qualified professional of the County’s choice to ensure the report is complete, assumptions are generally accepted, and all conclusions and recommendations in the report are reasonable.

**PROCUREMENT PROCESS:**

The planning department requested a Request for Proposal (“RFP”) for this project. The RFP was issue in accordance with ORS 279B and LCRB Rules on August 2<sup>nd</sup>, 2018. Proposals were opened on August 23<sup>rd</sup>, 2018. The County received two (2) proposals: Pacific Hydro-Geology, Inc and GroundWater Solutions Inc., dba GSI Water Solutions. The evaluation committee awarded the most points to GroundWater Solutions, Inc.

This contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends that the Board approve this contract.

Respectfully submitted,

Dan Johnson  
Director, DTD

Placed on the \_\_\_\_\_ Agenda by the Purchasing Division.



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between GroundWater Solutions Inc. dba GSI Water Solutions ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County").

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2024. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: Peer Review of Hydrogeological Reports ("Work"), further described in Exhibit A and Exhibit D.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed dollars \$50,000.00 per fiscal year and \$300,000.00 over the life of this Contract, for accomplishing the Work required by this Contract. Fiscal year is defined as July 1 to June 30. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Travel and Other Expense. Authorized: [X] Yes [ ] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the net to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, C, D and E.

6. Contractor Data.
GroundWater Solutions, Inc. dba GSI Water Solutions
Address: 55 SW Yamhill St. Suite 300 Portland OR 97204
Contractor Contract Administrator: Kenny Janssen
Phone No.: 971-200-8508
Email: kjanssen@gsiws.com

MWESB Certification: [ ] DBE # [ ] MBE # [ ] WBE # [ ] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

## ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

- 7. HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- 8. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
- 9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Exhibit C)

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

- 10. INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
- 11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

- 12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us), or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract 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 Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

**19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**20. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**21. REMEDIES.** (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work

multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.



**EXHIBIT A**  
**PERSONAL/PROFESSIONAL SERVICES CONTRACT**

**SCOPE OF WORK**

Contractor shall provide Peer Review for Hydrogeological Reports for the Department of Transportation and Development Planning and Zoning division. The Work is fully explained in Section 3 Scope of Work in the attached RFP #2018-71, issued August 2, 2018, as Exhibit D.

**On-Call Provision:** Services under this Contract are considered “on-call” or “as-needed basis,” and no Work may be performed until a detailed task scope of work is developed and agreed to by the parties for a specific project. Each task scope of work must minimally include: a detailed description of services to be provided, a schedule of key milestones for completion of the task, the maximum fee for completion of the task, and any obligations of the County to complete the task. No task scope of work may modify this Contract and its terms and conditions unless an amendment is made to this Contract.

The County Contract administrator for this Contract is: Darcy Renhard 503-742-4545 or email: [drenhard@clackamas.us](mailto:drenhard@clackamas.us).

**CONSIDERATION**

- a. Consideration Rates – Time and Materials as fully specified in the Contractor’s Proposal Section 5: Fee Schedule, attached as **Exhibit E** and hereby incorporated by reference.
- b. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$50,000.00 per fiscal year and \$300,000.00 over the life of this Contract. Fiscal year is defined as July 1 to June 30. Invoices shall be submitted to:

DTD Planning Division  
150 Beaver Creek Rd., 2<sup>nd</sup> Floor  
Oregon City OR 97045

- c. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**EXHIBIT B  
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

**1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.**

**Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.**

**2.  Required by County     Not required by County**

**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

**3.  Required by County     Not required by County**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

**4.  Required by County     Not required by County**

**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

**5. Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**6. Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

**EXHIBIT C**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**  
**(Contractor completes if Contractor is not a corporation or is a Professional Corporation)**

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- \_\_\_\_\_ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- \_\_\_\_\_ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- \_\_\_\_\_ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- \_\_\_\_\_ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- \_\_\_\_\_ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT D**  
**REQUEST FOR PROPOSAL #2018-71**

**EXHIBIT E**  
**CONTRACTOR'S PROPOSAL**