

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF EXEMPTING THE ) RESOLUTION NO. 02-3172  
PROCUREMENT OF A PERSONAL SERVICES )  
CONTRACT WITH OREGON ) Introduced by:  
ENVIRONMENTAL COUNCIL FROM THE ) Mike Burton, Executive Officer  
COMPETITIVE PROCUREMENT )  
REQUIREMENTS OF METRO CODE )

WHEREAS, Metro is responsible for ensuring proper disposal of solid waste in the region and for reducing the amount and toxicity of that waste; and,

WHEREAS, disposal of fluorescent light tubes into the solid waste stream releases mercury, a persistent toxin, into the waste stream and the environment; and,

WHEREAS, Oregon Environmental Council (OEC) proposed that Metro sponsor a grant application to the Oregon Department of Environmental Quality (DEQ) for a grant by which OEC, under the direction of Metro, would perform work to increase the recycling of fluorescent light tubes from businesses in the Metro region; and,

WHEREAS, Metro submitted that application to DEQ, naming OEC as the entity that Metro would supervise and to which Metro would direct grants funds if such funds were awarded; and,

WHEREAS, DEQ has awarded the grant to Metro in the amount of \$18,000 for Metro's subsequent transmittal of the grant funds to OCE; and,

WHEREAS, Metro Code Section 2.04.062 provides that Metro may enter a contract with a service provider for an amount greater than \$2,500 without public bidding or alternate procurement if there is only one qualified provider of the required service and the contract review board specifically exempts such contract from the public bidding or alternate procurement requirement;


WHEREAS, for the justifications set forth in the attached Exhibit "A", the Metro Contract Review Board finds that OEC is such a qualified provider and that allowing award of a contract during FY 2002-03 to OEC meets the requirements of Metro Code Section 2.04.062.

WHEREAS, the resolution was submitted to the Executive Officer for consideration and was forwarded to the Council for approval; now therefore,


BE IT RESOLVED:

1. That the Metro Contract Review Board adopts as its findings the justifications, information and reasoning set forth in Exhibit "A" and incorporated by reference into this Resolution as if set forth in full; and,
2. That based upon such findings, the Metro Contract Review Board exempts a contract with OEC from the competitive procurement requirements of the Metro Code.

ADOPTED by the Metro Council this 4<sup>th</sup> day of April 2002.

  
\_\_\_\_\_  
Carl Hostick, Presiding Officer

Approved as to form:

  
\_\_\_\_\_  
Daniel B. Cooper, General Counsel

## EXHIBIT "A"

### FINDINGS SUPPORTING THE EXEMPTION A PERSONAL SERVICES CONTRACT WITH OREGON ENVIRONMENTAL COUNCIL FROM THE COMPETITIVE PROCUREMENT REQUIREMENTS OF METRO CODE

#### 1. BACKGROUND

Each year, the Oregon Department of Environmental Quality (DEQ) conducts a competitive grant program to fund local solid waste management and waste reduction projects. Local governments are allowed to perform the work themselves or pass through the funds to others (e.g., community groups, non-profit organizations), which will work under contract and the direction of the local agency.

For the year 2001 grant round, the Oregon Environment Council (OEC), a non-profit organization, asked Metro to apply for a grant to conduct a project to increase the recycling of fluorescent lights from businesses. After review and discussion with OEC staff, Metro submitted an application to the DEQ for \$20,000. The grant application specified that the Metro would supervise the project and the Oregon Environmental Council would perform the work. In January 2002, a grant was awarded to Metro slightly modifying the scope of work and revising the cost of the project downward to \$18,000. Metro and DEQ will enter into a contract for the project. Metro is contracting with the OEC to perform the project.

Metro Code Section 2.04.062 provides that Metro may enter a contract with a service provider for an amount greater than \$2,500 without public bidding or alternate procurement if there is only one qualified provider of the required service and the contract review board specifically exempts such contract from the public bidding or alternate procurement requirement.

#### 2. FINDINGS

##### 2.1. **Findings supporting the exemption of personal services contract from the competitive procurement requirements of the Metro Code.**

The Metro Contract Review Board finds that there is only one qualified provider of the services required and exempts a contact with OEC from the applicable procurement procedures of Metro Code Section 2.04.042. This finding and exemption is supported by the fact that the contract is for work to be performed by the Oregon Environmental Council under terms of a grant that was awarded to Metro by the State of Oregon's Department of Environmental Quality. The grant was awarded to Metro on the understanding that OEC would be contracted with to perform the work.

## STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 02-3172, FOR THE PURPOSE OF EXEMPTING THE PROCUREMENT OF A PERSONAL SERVICES CONTRACT WITH OREGON ENVIRONMENTAL COUNCIL FROM THE COMPETITIVE PROCUREMENT REQUIREMENTS OF METRO CODE

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Date: February 26, 2002

Prepared by: Scott Klag

### BACKGROUND

Each year, the Oregon Department of Environmental Quality (DEQ) conducts a competitive grant program to fund local solid waste management and waste reduction projects. Local governments are allowed to perform the work themselves or pass through the funds to others (e.g., community groups, non-profit organizations) who will work under contract to the local agency.

For the year 2001 grant round, the Oregon Environment Council (OEC), a non-profit organization, asked Metro to apply for a grant to conduct a project to increase the recycling of fluorescent lights from businesses. Disposing fluorescent light tubes into the garbage releases mercury, a persistent bioaccumulative toxin, into the environment. The project was designed to reach out to building owners and managers within the region about why they should and how they can recycle these lights.

After review and discussion with OEC staff, Metro submitted an application to the DEQ for \$20,000. The grant application specified that the Metro would supervise the project and the Oregon Environmental Council would perform the work. In January 2002, a grant was awarded to Metro slightly modifying the scope of work and revising the cost of the project downward to \$18,000.

Metro Code Section 2.04.062 provides that Metro may enter a contract with a service provider for an amount greater than \$2,500 without public bidding or alternate procurement if there is only one qualified provider of the required service and the contract review board specifically exempts such contract from the public bidding or alternate procurement requirement.

### ANALYSIS/INFORMATION

#### 1. Known Opposition

There is no known opposition to this resolution.

#### 2. Legal Antecedents

The objectives of the project are consistent with the goals and objectives of adopted Regional Solid Waste Management Plan (RSWMP) (Ordinance No. 95-624) as amended by the new recommended strategies for the management of hazardous waste (Ordinance No. 00-815B). The RSWMP promotes protection of the environment through educating residents about the proper disposal of hazardous products.

### **3. Anticipated Effects**

Approval of the resolution will enable Metro to enter into a contract with the OCE to carry out the grant project. The project is expected to result in a decrease in the disposal of and an increase in the recycling of fluorescent light tubes.

### **4. Budget Impacts**

Funds for the contract will be reimbursed by the DEQ. Sufficient staff resources to oversee the grant have been budgeted for.

### **RECOMMENDED ACTION**

The Executive Officer recommends approval of Resolution 02-3172.



METRO

Contract No. \_\_\_\_\_

**PERSONAL SERVICES AGREEMENT**

THIS AGREEMENT 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 the \_\_\_\_\_ Oregon Environmental Council, 520 SW 6<sup>th</sup>, Suite 940, Portland, Oregon 97204, referred to herein as "Contractor".

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

- Duration:** This personal services Agreement shall be effective \_\_\_\_\_, 20\_\_\_\_, and shall remain in effect until and including \_\_\_\_\_, 20\_\_\_\_, unless terminated or extended as provided in this Agreement.
- Payment:** Metro shall pay Contractor for services performed in the amount of/not to exceed (written amount) \_\_\_\_\_ Eighteen thousand \_\_\_\_\_ and \_\_\_\_\_ 00/100 Dollars (\$18,000).
- Terms:** Payment for services will be made in the manner: Quarterly payments (lump sum, monthly installments, progress payments, etc.). *Payment to be made within 30 days of receipt of an approved invoice.*
- Scope of Work:** Contractor shall provide all services and materials specified below which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work in a competent and professional manner.

**Scope of Work:** (attach additional pages as needed) See attached

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All terms on the reverse side of this document are hereby made a part of this AGREEMENT.

**CONTRACTOR** \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Tax ID No. or  
Social Security No. \_\_\_\_\_

Telephone \_\_\_\_\_

**METRO**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Department \_\_\_\_\_

Division \_\_\_\_\_

Telephone \_\_\_\_\_

Project Manager \_\_\_\_\_

**ARTICLE I: LIABILITY AND INDEMNITY**

CONTRACTOR is an independent contractor and assumes full responsibility for its performance and assumes full responsibility for all liability for bodily injury or physical damage to persons or property arising out of or related to this Contract, Contractor shall indemnify, defend and hold harmless METRO, its elected officials, officers, employees and agents, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, whether before the commencement of litigation at trial or on appeal, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO. CONTRACTOR is solely responsible for the acts and omissions of its' agents, employees, subcontractors, and/or representatives and for all claims.

**ARTICLE II: TERMINATION**

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days' written notice. In the event of termination, CONTRACTOR shall be entitled to payment for goods received prior to the date of termination. METRO shall not be liable for any indirect or consequential, or any other damages whatsoever. Termination by METRO shall not waive any claim or remedies it may have against CONTRACTOR.

**ARTICLE III: INSURANCE**

CONTRACTOR shall purchase and maintain, at CONTRACTOR's expense, the following types of insurance covering the CONTRACTOR, its employees and agents. Insurance coverage shall be a minimum of \$1,000,000 per occurrence.

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage. METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.

B. Automobile bodily injury and property damage liability insurance. METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations are by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an additional Insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier. Notice of any material change or policy cancellation shall be provided to METRO thirty days (30) prior to the change.

**ARTICLE IV: PUBLIC CONTRACTS**

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320.

**ARTICLE V: ATTORNEY'S FEES**

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

**ARTICLE VI: QUALITY OF GOODS**

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of excellent quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

In addition to any express warranties provided by the CONTRACTOR, all implied warranties covered by ORS Chapter 72 shall apply to any goods provided under this contract, and are hereby expressly not disclaimed.

**ARTICLE VII: SAFETY**

If services of any nature are to be performed in connection with the providing goods pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits. All applicable MSD sheets shall accompany the goods.

**ARTICLE VIII: RIGHT TO WITHHOLD PAYMENTS**

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR's performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

**ARTICLE IX: COMPLIANCE**

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

**ARTICLE X: INTEGRATION OF CONTRACT DOCUMENTS**

All of the provisions of any proposal documents including, but not limited to, the Advertisement for Proposal, General and Special Instructions to Proposers, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

**ARTICLE XI: ASSIGNMENT**

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO, which consent shall not be unreasonable withheld.

**ATTACHMENT TO PERSONAL SERVICES AGREEMENT  
(Attachment "A" to Staff Report for Resolution No. 02-3172)**

**SCOPE OF WORK**

**PROJECT**

Metro is contracting with The Oregon Environmental Council (OEC) to carry out a mercury waste prevention and recycling grant awarded to Metro and the OEC by the Oregon Department of Environmental Quality (DEQ). (See attached "DEQ SWPRG Agreement No. 102-02" hereafter referenced as the "Grant Agreement.") The goal of the project will be to reduce mercury pollution through increased recycling of commercial fluorescent light tubes.

**CONTRACTOR'S RESPONSIBILITIES**

Contractor is responsible for performing the work in accordance with the provisions of the Grant Agreement. Contractor will perform project activities for the amount and as described in the Grant Agreement's Exhibit D - Approved Application, Exhibit E - Amended Project Work Plan and Schedule, Exhibit F-Amended Budget and Exhibit G - Amended Project Description.

Contractor shall prepare all reports or other deliverables on project activities required under, and in the form prescribed by, the Grant Agreement including Project Progress Reports and the final report. Contractor will submit all such reports or other deliverables to Metro for review and approval. Metro will submit these reports to the DEQ.

Contractor shall provide Metro with information necessary for Metro to meet requirements of the Grant Agreement including, but not limited to, the preparation of "Payment and Expenditure Reports".

**METRO'S RESPONSIBILITIES**

Metro will be responsible for submitting to the DEQ all reports or other deliverables required under the Grant Agreement. Metro will also provide assistance on the project as described in the Grant Agreement.

**AMENDMENTS**

This agreement may be amended consistent with Metro contract requirements and upon written agreement of both parties. Any amendments to the Grant Agreement between Metro and the DEQ shall require an amendment to this agreement before they are considered as incorporated into this agreement.

**PAYMENT**

Contractor will invoice Metro on a quarterly basis using the Grant Agreement's "Payment and Expenditure Report" form.

**PROJECT MANAGERS**

- Metro: Andrew Staab, REM, 2001 Washington St, Oregon City, OR 97045, (503) 655-0480, ext 231; (503) 655-2699 (fax), [staaba@metro.dst.or.us](mailto:staaba@metro.dst.or.us)
- Oregon Environmental Council: Laura Weiss, 520 S.W. 6<sup>th</sup> Ave Suite 940, Portland OR, 97204 (503) 222-1963, fax (503) 222-1405; [laura@orcouncil.org](mailto:laura@orcouncil.org)



**STATE OF OREGON**  
**Solid Waste Planning and Recycling Grant Program Agreement**

**DEQ SWPRG AGREEMENT NO. 102-02**

This agreement is between the State of Oregon, acting by and through its Department of Environmental Quality (DEQ), and Metro (Recipient).

RECIPIENT DATA	DEQ DATA
Project Officer: Andrew Staab	DEQ Grant Officer: Dave Kunz
Title: Hazardous Waste Facility Supervisor	Title: Solid Waste Technical Assistant Department of Environmental Quality Northwest Region
Organization: Metro South Household Hazardous Waste Facility	
Address: 2001 Washington Street  Oregon City, OR 97045	2020 SW. Fourth Avenue, Suite 400 Portland, OR 97201-4987
Phone: 503-655-0480	Phone: (503) 229-6237
E-mail: Staaba@metro.dst.or.us	E-mail: Kunz.David@deq.state.or.us

WHEREAS, the award of financial assistance, which is the subject of this agreement, is authorized by Oregon Revised Statute 459A.120(2)(e) and Oregon Administrative Rules 340-83-010-100; and,

WHEREAS, DEQ has reviewed the recipient's application in a competition and determined the project is feasible and merits funding; and,

WHEREAS, DEQ is willing to provide a grant of \$18,000.00 to the recipient on the terms and conditions of the agreement;

THEREFORE, the parties agree as follows:

1. Description of Project

The project is described in the "Application for Grant Funds," which is attached as Exhibit D and is made a part of this agreement. If recipient will distribute grant funds to another agency or contractor, all conditions of this agreement will apply to that agency or contractor.

- a. Recipient agrees to the following schedule for the project, which is shown in Exhibit D, Section 7 – Project Work Plan and Schedule or, if applicable, Amended Project Work Plan and Schedule (Exhibit E):

Begin Date: When the last required signature is obtained, but not before March 1, 2002.

End Date: February 28, 2003

- b. Grant funds approved may be less than requested. If partial funding is approved, the project work plan and schedule shown in Exhibit D, Section 7 is modified and attached as Exhibit E. If applicable, an Amended Budget will be attached as Exhibit F. Any other modifications to the project budget, work plan, or schedule must be approved in writing by DEQ. Requests for amendments must be made at least 30 days before this agreement expires.

## 2. Grant Distribution Terms

- a. Subject to the terms and conditions of the agreement and in reliance upon recipient's approved application and certifications made by the recipient in it, DEQ agrees to provide funds not to exceed \$18,000.
- b. DEQ will not be obligated to provide any portion of the grant if there has been a change in the legislation affecting DEQ's ability to provide funds under the Solid Waste Planning and Recycling Grant Program.
- c. The transfer of funds from DEQ to the recipient will be made upon receipt and approval of semi-annual "Project Progress Report" (Exhibit A) and "Payment Request and Expenditure Report" (Exhibit B) forms. Recipient may submit a written request for the release of partial funds upon acceptance of a fully executed grant agreement. These requests should be sent to the DEQ grant officer listed on page 1 and should state how much is needed and why funds are needed at the beginning of the project. This can be up to 90% of total funds, if funds are needed to purchase equipment, for example. Routine grant expenses will be paid on a reimbursement basis, after project progress reports and payment requests are approved by the DEQ grant officer.
- d. DEQ will withhold 10 percent of the funds for the project until the recipient has submitted, and DEQ has approved, a final report on a form provided by DEQ. Project status will be determined by periodic inspection by the DEQ grant officer or Solid Waste Planning and Recycling Grant Program coordinator.

## 3. Procurement and Contracting Procedures

Recipients may use their own or DEQ's procurement and contracting procedures. If working with a contractor, recipient must select a contractor through a competitive bidding process or be able to document that the contractor selected is a unique source of the services, supplies, etc.

## 4. Eligible Activities

The use of the grant is expressly limited to the activities in the Approved Application, Exhibit D. DEQ will require reimbursement of any grant funds used for ineligible activities and may, at its sole discretion, terminate this agreement if grant funds are used for ineligible activities.

5. Ineligible Activities

The use of the grant is expressly prohibited for:

- disposal site engineering, design or hydrogeologic study required by DEQ permit or enforcement action
- costs for which payment has been or will be received under another financial assistance program
- capital expenditures for solid waste planning
- costs incurred prior to issuance or after the expiration date of this agreement
- license applications or permit fees
- ordinary operating expenses that are not directly related to the project
- unauthorized activities for rolling stock, purchased in whole or in part with the grant, during its expected service life (Unauthorized activities are any activities not related to pursuing the goals or results of the project.)
- costs incurred for landfill closures.

6. Matching Non-Grant Resources

Recipient has provided non-grant resources with a total value of \$9,000, which are available and committed to the project.

7. Amendments

The terms of the agreement, including time frames for project completion, will not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties of this agreement. Such written modification will be made a part of this agreement and subject to all other agreement provisions. Requests for amendments must be made at least 30 days before this agreement expires.

8. Termination

This agreement may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person.

DEQ may terminate this agreement effective upon delivery of written notice to the recipient, or at a later date, if DEQ funding from state or other sources is not obtained and continued at levels sufficient to allow for continuation of the project. The agreement may be modified to accommodate a reduction in funds.

Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

By written notice to the recipient, DEQ may terminate the whole or any part of the agreement if:

- the recipient uses grant funds for ineligible activities; or
- the recipient fails to perform any of the provisions of the agreement; or
- so fails to pursue the work as to endanger performance of the agreement in accordance with its terms; and
- after receipt of written notice from DEQ, fails to correct such failures within 10 days or such longer period as DEQ may authorize.

The rights and remedies of DEQ provided in the above clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement. Such remedies may include, but are not limited to, termination of the agreement, stop payment on or return of the grant, payment of interest earned on the grant, declaration of ineligibility for the receipt of future grants from the SWPRG account, and withholding of other DEQ funds due the recipient.

9. Financial Records and Inspection

- a. All financial records, source supporting documents, and all other records pertinent to this grant must be retained by the recipient for three (3) years after the project is completed.
- b. The recipient gives DEQ and any authorized representative of DEQ access to and the right to examine all books, records, papers, or documents relating to this grant.

10. Reports/Deliverables

- a. The recipient will submit a Project Progress Report (Exhibit A) and Payment Request and Expenditure Report (Exhibit B) to DEQ on a semi-annual basis on forms provided by DEQ. Semi-annual reports shall cover the periods January 1 to June 30, and July 1 to December 31. Progress and expenditure reports are due within 30 days following the end of each reporting period.
- b. The recipient will submit a Final Report (Exhibit C) and Payment Request and Expenditure Report (Exhibit B) on forms provided by DEQ within 60 days following project completion. The Final Report will include complete results of the project, including evaluation and measurement data.
- c. With the Final Report, grantee will make available copies of any materials developed in the project or related to it, such as brochures, public service announcements, news clippings, or reports.
- d. If the grant is for a household hazardous waste (HHW) plan, grantee will submit a copy of the plan with the final report. Guidelines for writing an HHW plan may be obtained from the DEQ grant officer.
- e. Grantee agrees to provide on request additional information needed by DEQ to evaluate the effectiveness of the project.
- f. Grantee agrees to make information on project processes and results available to DEQ for adoption by others.

11. Compliance with Applicable Law

The recipient shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this agreement. Without limiting the generality of the foregoing, the recipient expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (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. Agency's

performance under this agreement is conditioned upon recipient's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.

12. Indemnity

To the extent permitted by law, the recipient shall defend, save, and hold harmless the State of Oregon and DEQ, its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the recipient or its sub-contractors, agents, or employees in connection with this grant or the project.

13. Ownership of Project

Unless prior written exceptions are given by DEQ, all equipment, materials, and other capital goods purchased in full or in part with grant funds must be used only for the purposes specified in Exhibit D. The recipient shall retain ownership of the property and materials of this project. Recipient shall account for property and materials upon termination of this agreement and shall obtain written permission from DEQ before selling or transferring them. Information, processes, results, and technologies developed under the agreement are public information.

14. Recycled Paper

Recipient agrees to use recycled-content paper, printed on both sides, for all grant reports, even when recycled-content paper costs more than virgin paper.

15. Attorney Fees

The prevailing party in any dispute arising from this agreement shall be entitled to recover from the other its reasonable attorney's fees at trial and appeal.

16. Force Majeure

Recipient shall not be held responsible for delay or default caused by fire, riot, acts of God, and war, which was beyond the recipient's reasonable control.

17. Severability

If any provision of this agreement shall be held invalid or unenforceable by any court or competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision.

The parties 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 will not be affected, and the rights and obligations of the parties will be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

18. Waiver

Failure of DEQ to enforce any provision of this agreement shall not constitute a waiver by DEQ of that or any other provision.

19. Merger Clause

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms will bind either party unless made in writing and signed by both parties and attached to this contract. If made, such waiver, consent, modification, or change of terms will be effective only in the specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Recipient, by the signature below of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions.

Signatures

RECIPIENT

BY

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name and Title of Representative

\_\_\_\_\_  
Date

STATE OF OREGON by and through its  
DEPARTMENT OF ENVIRONMENTAL  
QUALITY  
BY

\_\_\_\_\_  
Division Administrator

\_\_\_\_\_  
Date

**Exhibit A - PROJECT PROGRESS REPORT—1 of 2**

**INSTRUCTIONS:** Please use the space at the bottom and back of this form to describe the progress you made on grant project activities and any results you achieved during this reporting period. Please include information on all project activities included on your approved grant application that were scheduled to occur during this reporting period (e.g., solicited three bids for purchasing baler; chose baler from [name of company] based on lowest bid, etc.). If established objectives were not met, please explain why.

Please provide an analysis and explanation of any cost overruns and include any additional pertinent information. You may attach additional sheets if necessary.

**Be sure to sign and date this report.**

RECIPIENT DATA		DEQ DATA	
Recipient	Metro	DEQ Grant Officer:	Dave Kunz
Grant No.	102-02	Title:	Solid Waste Technical Assistant
Reporting Period			
Project Officer:	Andrew Staab		Dept. of Environmental Quality
Title:	Hazardous Waste Facility Supervisor		Northwest Region
Organization:	Metro South Household Hazardous Waste Facility		2020 SW. Fourth Avenue, Suite 400
Address:	2001 Washington Street Oregon City, OR 97045		Portland, OR 97201-4987
Phone:	503-655-0480	Phone:	(503) 229-6237
E-mail:	Staaba@metro.dst.or.us	E-mail:	Kunz.David@deq.state.or.us

*I hereby certify that, to the best of my knowledge, this report, including any attached information on grant activities and results, is true and correct as of this date.*

Project Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_





**Exhibit B - PAYMENT REQUEST AND EXPENDITURE REPORT—1 of 2**

- Use this form with quarterly or semi-annual progress reports and final reports to request reimbursement for eligible costs.
- You must provide copies of Invoices with this request for reimbursement.
- Even if no monies are being requested, this form must be completed and submitted according to schedule.
- Complete tables A - D (next page) to arrive at subtotals needed for the total expenditures table, below.

Grantee Name: Metro DEQ Grant Number: 102-02

Project Name: Mercury Pollution Prevention Through Commercial Fluorescent Tube Recovery

Project Officer: Andrew Staab Reporting Period: from \_\_\_\_\_ to \_\_\_\_\_

TABLE - TOTAL EXPENDITURES					
EXPENDITURE SUMMARY	GRANT MONEY EXPENDITURES		MATCHING RESOURCES EXPENDITURES		TOTAL EXPENDITURES TO DATE
	THIS PERIOD	TO DATE	THIS PERIOD	TO DATE	
A. Personnel	\$	\$	\$	\$	\$
B. Professional Services	\$	\$	\$	\$	\$
C. Capital Outlay (e.g., equipment, property, rolling stock, etc.)	\$	\$	\$	\$	\$
D. Services & Supplies	\$	\$	\$	\$	\$
E. Other (Specify)	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$

**RECEIPTS AND REQUESTS**

E. Total Amount of Grant \$ 18,000.00  
 F. Total Grant Money Received to Date \_\_\_\_\_  
 G. Cash on Hand as of this Report \_\_\_\_\_  
 H. Amount of Grant Money Requested \_\_\_\_\_

**CERTIFICATION**

I certify that this report is true and correct to the best of my knowledge and that all expenditures and obligations reported herein have been made in accordance with the budget agreed upon and with other provisions contained in the grant agreement.

X \_\_\_\_\_  
 Authorized Signature Title and Date

Signature _____	Title _____	Date _____
Amount Approved \$ _____	Payee _____	
Organization _____		
Mailing Address/Town/State/Zip _____		

**Exhibit B - PAYMENT REQUEST AND EXPENDITURE REPORT—2 of 2**

**Table A. PERSONNEL SERVICES.** (List principals by name. Include all payments for insurance, retirement, Social Security, etc.).

NAME	HOURLY RATE	NO. OF HOURS SPENT ON PROJECT	DEQ GRANT FUNDS EXPENDED	MATCHING RESOURCES EXPENDED	TOTAL EXPENDITURES
1.	\$		\$	\$	\$
2.	\$		\$	\$	\$
3.	\$		\$	\$	\$
4.	\$		\$	\$	\$
5.	\$		\$	\$	\$
6.	\$		\$	\$	\$
Subtotal	\$		\$	\$	\$

**Table B. PROFESSIONAL SERVICES** (List all subcontracts for design, construction, repair, or maintenance and fees for legal, financial, artistic, or other professional services.)

NAME	HOURLY RATE	NO. OF HOURS SPENT ON PROJECT	DEQ GRANT FUNDS EXPENDED	MATCHING RESOURCES EXPENDED	TOTAL EXPENDITURES	SERVICES PROVIDED
1.	\$		\$	\$	\$	
2.	\$		\$	\$	\$	
3.	\$		\$	\$	\$	
4.	\$		\$	\$	\$	
5.	\$		\$	\$	\$	
6.	\$		\$	\$	\$	
Subtotal	\$		\$	\$	\$	

**Table C. CAPITAL OUTLAY** (List all items of equipment purchased.)

NAME	FUNDS EXPENDED	DEQ GRANT FUNDS EXPENDED	MATCHING TOTAL EXPENDITURES	EQUIPMENT PURCHASED
1.	\$	\$	\$	
2.	\$	\$	\$	
3.	\$	\$	\$	
4.	\$	\$	\$	
5.	\$	\$	\$	
6.	\$	\$	\$	
Subtotal	\$	\$	\$	

**Table D. SERVICES AND SUPPLIES** (Include computer services, duplicating, postage, materials/supplies, publication charges, telephone, fuel, automobile operations, etc. Please list all items in reasonable detail.)

NAME	FUNDS EXPENDED	DEQ GRANT FUNDS EXPENDED	MATCHING TOTAL EXPENDITURES	SERVICES & SUPPLIES PROVIDED
1.	\$	\$	\$	
2.	\$	\$	\$	
3.	\$	\$	\$	
4.	\$	\$	\$	
5.	\$	\$	\$	
6.	\$	\$	\$	
Subtotal	\$	\$	\$	

**Exhibit C - FINAL REPORT—1 of 2**

**Please include Payment Request and Expenditure Report (Exhibit B) with this report.**

RECIPIENT DATA		DEQ DATA	
Recipient	Metro	DEQ Project Officer:	Dave Kunz
Grant No.	102-02	Title:	Solid Waste Technical Assistant
Grant Amount	\$18,000.00		
Project Officer:	Andrew Staab		Dept. of Environmental Quality
Title:	Hazardous Waste Facility Supervisor		Northwest Region
Organization:	Metro South Household Hazardous Waste Facility		2020 SW. Fourth Avenue, Suite 400
Address:	2001 Washington Street Oregon City, OR 97045		Portland, OR 97201-4987
Phone:	503-655-0480	Phone:	(503) 229-6237
E-mail:	Staaba@metro.dst.or.us	E-mail:	Kunz.David@deq.state.or.us

Project Name:

Mercury Pollution Prevention Through Commercial Fluorescent Tube Recovery

Project Location (City and/or County):

Project Period (start/end dates): \_\_\_\_\_ to \_\_\_\_\_

*I hereby certify that, to the best of my knowledge, this report is true and correct as of this date.*

**Project Officer's Signature:**

\_\_\_\_\_

**Date:** \_\_\_\_\_

## Exhibit C - FINAL REPORT—2 of 2

- **Please answer these questions on separate sheets of paper.**
- **If available, please include pictures of the site and activities developed as a result of this grant and copies of materials used or developed by the project.**

**1. Describe the project accomplishments in terms of:**

**(A) Project goals and objectives as set out in the Grant agreement (Exhibit D).**

If a baseline assessment was done, please describe how it was done and what was learned.

Did you meet your goals? Why or why not?

What did you learn from the baseline survey about business owners'/managers': awareness of problems with disposal of fluorescent tubes containing mercury; current purchasing practices for lighting; fluorescent tube recycling practices; barriers to recycling fluorescent tubes?

How did the project's educational activities impact business owners'/managers': awareness of problems with disposal of fluorescent tubes containing mercury; purchasing practices for lighting; fluorescent tube recycling practices; barriers to recycling fluorescent tubes?

What impact did the project have on the purchase and recycling of low-mercury lamps?

What did you learn about the feasibility and cost-effectiveness of using fluorescent tube recycling as an "offset" for mercury emissions?

**(B) Additional project accomplishments not included in the original goals and objectives.**

- 2. Briefly describe all significant problems encountered during project design and implementation and how these problems resulted in a change in project design, implementation (including timetable), or expected accomplishments.**
- 3. Describe the most and least successful components of the project and explain why they were or were not successful.**
- 4. Briefly discuss any cost overruns and explain why they happened.**
- 5. Discuss the technical and economic feasibility of others carrying out a similar project. Were any efforts made to transfer the results of the project to other jurisdictions? For example, were any brochures or handouts developed that could be shared with others? Identify what you would do differently if you were to carry out a similar project again, and why.**
- 6. Provide a final inventory of real property, if applicable (i.e., land and structures and appurtenances to them), and equipment with an acquisition cost of at least \$1,000. Explain what controls are in place to ensure that the real property and equipment will be used for purposes specified in the grant agreement.**
- 7. Any additional comments, suggestions, or ideas for the DEQ grant program? Feel free to comment on both the internal grant procedure as well as the project itself.**

**Exhibit D – APPROVED APPLICATION**



State of Oregon  
Department of  
Environmental  
Quality

Oregon Solid Waste Grant Program  
**APPLICATION FOR GRANT FUNDS**

2001

**SECTION I: Applicant Information**

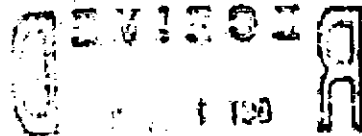
<b>Applicant Name:</b> METRO  <b>Project Name:</b> Mercury Pollution Prevention Through Commercial Fluorescent Tube Recovery  <b>Type of Grant:</b> <input checked="" type="checkbox"/> Focus <input type="checkbox"/> SW <input type="checkbox"/> HHW	<b>Type of Applicant:</b> <input type="checkbox"/> City <input type="checkbox"/> County <input checked="" type="checkbox"/> Other Local Govt. (please specify)  METRO
<b>Mailing Address:</b>  600 NE Grand Avenue Portland, OR 97232	<b>Name/Address to which payments should be sent:</b>  Regional Environmental Management
<b>County:</b> Multnomah	<b>Federal Tax ID Number:</b>
<b>Contact Person (Project Officer) and Title:</b>  Sally Koch, Senior Safety Analyst	<b>State Legislative Districts -</b>  House: Senate:
<b>Contact Phone (Include Area Code):</b> 503-797-1853	<b>List any other participating jurisdictions, contact persons, and contact persons' phone numbers.</b>
<b>Contact E-mail Address:</b> koch@metro.dst.or.us	
<b>Contact Fax (Include Area Code):</b> 503-797-1796	<b>Have you received any previous DEQ grants? If so, date and type of grant(s):</b> Similar grants have included: 1997, Dinnanian MFG, \$11,000 1998, A Teachers Spec, \$20,000 1999, A Teachers Spec, \$16,500
<b>Website Address:</b>	

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OCT 1 2001

DEPT OF ENVIRONMENTAL QUALITY  
NORTHWEST REGION

## Exhibit D – APPROVED APPLICATION

SECTION 2: Contractor Information	
<i>Note: Complete this section only if you will pass on grant funds to an individual or group that will conduct the grant project under your direction.</i>	
Contractor Contact Person and Title: Laura Wales, Program Director	Contractor Business Name: Oregon Environmental Council
Contractor Mailing Address: 520 SW 6 <sup>th</sup> Ave. Suite 940 Portland, OR 97204	Type (e.g., private individual, non-profit organization, business, Chamber of Commerce, school, other - please specify): non-profit organization
Contractor Phone/FAX (Include area code): 503-222-1983 x111 503-222-1405 FAX	
Contractor E-mail Address: <a href="mailto:laura@orecouncil.org">laura@orecouncil.org</a>	
SECTION 3: Project Information	
<b>PROJECT TITLE</b>  Mercury Pollution Prevention Through Commercial Fluorescent Tube Recovery	<b>PROJECT LOCATION</b>  Portland Metropolitan Area
<b>AMOUNT OF FUNDS REQUESTED</b>  \$20,000	<b>PROJECT START DATE</b>  March 2002
<b>TYPE OF GRANT APPLIED FOR</b> <input checked="" type="checkbox"/> Focus – Waste Prevention or Reuse <input type="checkbox"/> General Solid Waste <input type="checkbox"/> Household Hazardous Waste	<b>PROJECT END DATE</b>  February 2003



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 198  
 503-222-1983  
 503-222-1405

**PROJECT DESCRIPTION**

Provide a brief description of the project.

This project requests \$20,000 for a mercury waste prevention and reuse project targeted at commercial office buildings in the Portland metropolitan area. This project will lead to an increase in recycling of fluorescent light tubes, thereby preventing mercury pollution. It will also provide policy-makers at the local and state level with information that will be crucial for designing policies and programs to encourage greater recycling across the state.

Fluorescent lamps contain mercury. Mercury is a persistent and toxic pollutant, which stays in the environment for decades and increases in concentration as it moves up the food chain. In Oregon, state health officials have identified over 435 miles of rivers and streams throughout Oregon that do not meet minimum standards of safety for fish consumption due to mercury contamination. Mercury has been identified as a priority problem for Oregon – in DEQ's strategic plan; via Governor Kitzhaber's Executive Order committing Oregon to zero discharge of mercury and other Persistent Bioaccumulative Toxins by 2020; and through the work of the Mercury Solution Team directed by OEC (in which the City of Portland, Metro, and DEQ have been participants).

According to a DEQ fact sheet, several million fluorescent lamps are discarded by business and government in Oregon each year, making these lamps one of the largest sources of mercury in our solid waste stream, accounting for about 210 pounds of mercury each year. Some 80% of all fluorescent tubes are used by commercial buildings. When a lamp is broken, or placed in a landfill or incinerator, the mercury is released into the environment and can contaminate the air, surface or groundwater.

This project will rely on the following strategies:

- Face-to-face interviews with at least five of the region's largest building owners/managers in one-on-one meetings, to promote recycling and identify barriers.
- An educational brochure, to be jointly developed and marketed with recycling firms, and distributed in cooperation with the Building Owners and Managers Association (BOMA).
- Articles and public service announcements in industry publications and media highlighting the dangers of mercury and the importance of recycling fluorescent tubes.
- Public recognition for buildings that successfully increase recycling rates, in OEC materials and via donated advertising space in the *Daily Journal of Commerce*.
- A pilot project to provide free or subsidized tube recycling in at least one building.
- Discussions with point sources of mercury (such as PGE) to explore their interest in funding fluorescent tube recycling programs to "offset" those emissions, which would support continued high recycling rates beyond the grant period.

Goals and Expected Outcomes:

- An increase in recycling rates of fluorescent tubes in office buildings. We expect to prevent at least 15,000 tubes from reaching the waste stream, thus preventing over 1/2 pound of mercury from contaminating the environment.
- Increased awareness among building owners and managers of mercury pollution and the importance of recycling fluorescent tubes.
- Increased understanding among local government officials and other decision makers about the level of knowledge among building managers, current recycling rates, and the barriers (perceived and real) to recycling, which will strengthen the design of future programs and policies.
- An evaluation of the feasibility and cost-effectiveness of using fluorescent tube recovery as a voluntary "offset" project for point sources of mercury pollution.

We will measure results by working with two or three of the largest fluorescent light recycling companies in the area to gather information about recycling rates from this sector before and after the project. We will write a report describing the results of our outreach for policy makers and will provide specific recommendations to reduce barriers and increase recycling rates for fluorescent light tubes.

**SECTION 4: Project Personnel**

Please identify all of the people involved in the project and the roles they will play. What are the related experiences, accomplishments, and qualifications of the project officer and key personnel? If you have partners, please name them and describe what their roles in the project will be.

**APPLICANT**

**Metro, Regional Environmental Management Department.** Metro is the directly elected regional government that serves more than 1.3 million residents in Clackamas, Multnomah and Washington counties, and the 24 cities in the Portland, Oregon, metropolitan area. Metro is responsible for coordinating the solid waste and recycling services in the region and overseeing a regional solid waste plan committed to aggressive waste prevention, recycling and recovery goals. Metro has a very strong interest in reducing the load of the solid waste stream. Metro owns two transfer stations, regulates four others and manages a disposal contract with a landfill that takes the majority of the region's solid waste. Metro conducts an extensive series of household hazardous waste collection events and owns and operates two hazardous waste facilities.

**Sally Koch, Senior Safety Analyst, Engineering and Environmental Services Division.** Sally Koch will be Metro's project manager for this grant. She has worked at Metro for almost ten years on hazardous waste health and safety programs for Metro's transfer stations and hazardous waste facilities. Jim Quinn, supervisor of Metro's hazardous waste program and knowledgeable of scientific and regulatory issues concerning mercury containing products, will support her on the project. She will be supervised by Jim Watkins, manager of the Engineering and Environmental Services Division.

**Vicki Kolberg, Supervisor, Waste Reduction, Planning and Outreach Division.** Vicki Kolberg, supervisor of the Outreach section, including Metro's Recycling Information hot-line, will be point of contact for the section. She has extensive experience in developing and implementing waste reduction education and outreach programs. The Contractor will be responsible for developing the educational message and materials with Metro staff providing review and comment.

**CONTRACTOR**

**The Oregon Environmental Council.** Incorporated in 1958, the Oregon Environmental Council (OEC) is the oldest statewide environmental organization in Oregon and has a strong reputation for credibility, collaboration, and creative problem-solving. As Governor John Kitzhaber, a former OEC board member, put it, "Probably more than any other organization in this state, OEC has helped guide the development of sound public policy in the natural resource arena."

OEC has played a leadership role in efforts to prevent mercury pollution, working with Governor Kitzhaber to draft an executive order committing Oregon to zero discharge of persistent toxics by 2020; creating a unique "Mercury Solution Team" of stakeholders to develop a zero discharge strategy for mercury; passing the Mercury Reduction Act in the recent Oregon Legislature; and designing a pilot project to voluntarily replace mercury switches in over 5,000 cars.

**Laura Welts, Program Director, Oregon Environmental Council.** Laura Welts leads OEC's work on mercury and other toxic chemicals, including the Mercury Solution Team and OEC's current project to voluntarily swap mercury switches in cars, and will be the primary project officer for this project as well. She holds a Masters in Public Health from UC-Berkeley and previously worked at the Washington State Department of Ecology as a regulatory toxicologist and hazardous waste specialist for six years.

**Jeff Allen, Executive Director, OEC.** Jeff Allen will provide strategic guidance to the project and assist in incentive design. He holds a Master's degree in public policy from the University of California, Berkeley and graduated Phi Beta Kappa from the University of Michigan. His diverse policy experience includes design of take-back programs for lawn mowers; pollution trading projects; and economic incentives.



## Exhibit D – APPROVED APPLICATION

### SECTION 4: Project Personnel, continued

#### OTHER PARTNERS

*The Daily Journal of Commerce.* This key trade publication is media sponsor for OEC's Forum for Business and the Environment, and has donated advertising space. OEC plans to use approximate \$2000 of this in-kind donation to publicize this project and to recognize buildings that improve recycling rates.

*Rick Volpel, Hazardous Waste Specialist, Land Quality Division, Oregon Department of Environmental Quality.* Rick Volpel has extensive experience in hazardous waste programs for small business. He will provide technical assistance on regulations and advice on working with businesses.

### SECTION 5: Grant Application Questions

*On a separate sheet of paper, please answer the following questions applicable to your project. Limit your responses to a total of 6 pages. You may submit additional pages for photographs, diagrams, and supporting attachments.*

#### BASIC QUESTIONS – All applicants must answer these 7 questions

- 1) What community or environmental need does the project respond to, how was the need determined, and how will your project contribute toward solving the need?

This project responds to the need to reduce, and eventually eliminate, mercury pollution in Oregon. Mercury is a persistent and toxic pollutant, which stays in the environment for decades and increases in concentration as it moves up the food chain. In Oregon, state health officials have identified over 435 miles of rivers and streams throughout Oregon that do not meet minimum standards of safety for fish consumption due to mercury contamination.

Mercury has been identified as a priority problem for Oregon, and its reduction flagged as a major need, through several venues – in DEQ's strategic plan; via Governor Kitzhaber's Executive Order committing Oregon to zero discharge of mercury and other persistent bioaccumulative toxins by 2020; and through the work of the Mercury Solution Team directed by OEC (in which the City of Portland, Metro, and DEQ have been participants).

Specifically, this project contributes to solving this need by increasing recycling rates for fluorescent tubes and lamps, which contain mercury. When a lamp is broken, or placed in a landfill or incinerator, the mercury is released into the environment and can contaminate the air, surface or groundwater. According to a DEQ fact sheet, several million fluorescent lamps are discarded by business and government in Oregon each year. OEC's Solution Team report estimates that these lamps contribute approximately 210 pounds of mercury pollution to Oregon's environment each year, making them one of the largest sources of mercury in our solid waste stream, and a larger source than such traditional "point sources" as coal-fired power plants or incinerators.

To address the problem, OEC and Metro with advice from DEQ determined a project was needed that addressed the barriers faced by businesses in recycling fluorescent lamps (e.g. cost or lack of knowledge of available recycling services). The project would also need to develop an education and outreach program designed with these barriers in mind.

This project will lead to an increase in recycling of fluorescent light tubes, thereby preventing a measurable amount of mercury pollution. It will also provide businesses and policy-makers at the local and state level with information that will be crucial for developing programs and policies to encourage greater recycling across the state.

## Exhibit D – APPROVED APPLICATION

- 2) Were other participants involved in identification of the project need and development of the grant proposal? If so, briefly describe the process and identify the participants.

Participants involved in identification of the need for the project included the OEC, METRO, the City of Portland, DEQ, the Association of Lighting and Mercury Recyclers, and Portland General Electric. These stakeholders, and several others, have been participants in OEC's Mercury Solution Team. Convened a year ago, the Solution Team has been meeting to develop a comprehensive zero-discharge strategy for mercury. The team's recommendations for fluorescent tubes recognize the energy-efficiency benefits of such tubes, and the lack of completely mercury-free alternatives, by calling for stepped-up efforts to increase recycling rates. Minnesota, for example, estimates that it has a recycling rate of over 80% for fluorescent tubes, compared to an estimated recycling rate of roughly 20% in Oregon.

Analysis completed for PGE during the Solution Team process evaluated options for residential compact fluorescent recycling programs. However, there is a real possibility of "mixed messages" when the utility is also encouraging people to buy compact fluorescent bulbs. Furthermore, roughly 80% of fluorescent tubes are used in commercial buildings, and individual commercial buildings may generate dozens of tubes. For these reasons, this project was designed to focus on commercial buildings.

- 3) How will you measure the success of the project? What evaluation steps do you plan to take?

The Contractor will look specifically at the ability of the project to increase recycling rates of fluorescent tubes in office buildings. It is expected to prevent at least 15,000 tubes from reaching the waste stream, thus preventing over 1/4 pound of mercury from contaminating the environment. The Contractor will evaluate and measure results by working with the two or three of the largest fluorescent light recycling companies in the area to gather information about recycling rates from this sector before and after the project.

The Contractor will also assess the impact of the project in providing:

- Increased awareness among building owners and managers of mercury pollution and the importance of recycling fluorescent tubes.
- Increased understanding among local government officials and other decision makers about the level of knowledge among building managers, current recycling rates, and the barriers (perceived and real) to recycling, which will strengthen the design of future programs and policies.
- An evaluation of the feasibility and cost-effectiveness of using fluorescent tube recovery as a voluntary "offset" project for point sources of mercury pollution.

The Contractor will write a report describing and evaluating the results of our outreach for policy makers and will provide specific recommendations to reduce barriers and increase recycling rates for fluorescent light tubes.

- 4) Describe future plans for your project. How will the activities continue, or how will you build on the success of the project, after grant funds are expended? Identify anticipated future funding sources.

If, as expected, this project produces effective tools that lead to an increase in fluorescent lamp recycling, businesses and state and local governments will be better able to prioritize waste prevention resources most effectively. Partners in this project will encourage local governments and waste management agencies to use these tools and findings to encourage increased fluorescent tube recycling in other areas of the state.

The Contractor will also evaluate the feasibility and cost-effectiveness of fluorescent tube collection programs as "offset" strategies for point sources of mercury, such as PGE, that may have very high control costs or no feasible mercury-free alternatives for their own operations. If feasible, funding from such point sources could

## Exhibit D – APPROVED APPLICATION

provide continuing support to increase collection and recycling rates in an expanding number of commercial buildings well beyond the metro area, and well beyond the grant period.

In the long run, the aim is to catalyze lasting change in the behavior of building managers and tenants, such that fluorescent tube recycling continues as a standard business practice and outreach efforts will not need to continue indefinitely. The final evaluation report will identify additional activities, steps, and measures to encourage such lasting change.

5) Briefly describe how the project will be integrated into other waste management programs in place.

During the project period, the Contractor will seek to integrate educational and promotional efforts into existing public education and promotion efforts in the Metro area, particularly those targeting commercial building owners and tenants. DEQ has been working to keep Universal Wastes out of the wastestream via several venues within their waste management programs. One specific project DEQ is planning involves conducting education and outreach and technical assistance to lighting contractors on fluorescent light tubes. However, they have no specific plans to conduct outreach to the audiences targeted by this project.

Over time, the expectation is that fluorescent tube recycling will be integrated into commercial buildings' existing waste management procedures and contracts, becoming a regular part of the way they do business.

6) Describe how your project will use volunteer labor, in-kind services, existing education and promotion materials, etc. to promote cost efficiency.

First, in promoting this project and recognizing high-performing buildings, the Contractor will use donated in-kind advertising space from the Daily Journal of Commerce. The Contractor will also seek "earned" media coverage for the issue in both trade and general-circulation press; the Contractor has substantial media experience and expects to secure such coverage quite readily.

The Contractor will also increase the efficiency of its efforts by promoting this project through its existing network of business leaders. Through OEC's Forum for Business and the Environment, a series of breakfast events on various environmental topics, the Contractor has developed an email network as well as regular attendance of 100+ at breakfast events. The Contractor will spread the word about the importance of fluorescent tube recycling through this existing network. The Contractor has already discussed this project with at least one member of its network (Ashforth Pacific) which has expressed interest.

Finally, the Contractor will work directly with existing fluorescent tube recycling companies. By providing them with information, publicity, and educational materials, they will be effectively strengthening their marketing and sales effort. In exchange, the Contractor expects they will provide key sales and marketing support in addition to the actual collection and recycling services themselves.

7) (H/W proposals: do not answer) Does your jurisdiction have an updated Integrated Solid Waste Management Plan? If not, describe how your project fits into the state's solid waste hierarchy of "Prevent, Reuse, Recycle, Compost, Energy Recovery, Disposal." If your answer is yes, please provide the date of the last update and whether or not the plan identifies your project as a priority. Please explain.

Metro's Regional Solid Waste Management Plan was adopted in 1995. The Plan identifies both waste prevention and reducing the toxicity of the waste stream as priorities.

## Exhibit D – APPROVED APPLICATION

### SUPPLEMENTAL QUESTIONS – Waste Prevention or Reuse Grants

WP-1) Describe how your project will conserve resources (such as materials, water, and energy) and prevent waste generation. Include estimates of resources saved, amount of waste prevented, target audience, and your goals.

During the grant period, this project will prevent the disposal of at least 15,000 fluorescent tubes, leading to the prevention of at least 0.5 pounds of mercury waste. This will be accomplished through a targeted program using education, outreach, interviews, public recognition, and economic incentives to increase recycling rates for fluorescent tubes in commercial office buildings.

WP-2) If your project involves education and awareness campaigns or technical assistance, describe how you will implement them.

This project will include implementation of the following strategies:

- Face-to-face interviews with at least five of the region's largest building owners/managers in one-on-one meetings, to promote recycling and identify barriers.
- An educational brochure, to be jointly developed and marketed with recycling firms.
- Articles and public service announcements in industry publications and media highlighting the dangers of mercury and the importance of recycling fluorescent tubes.
- Public recognition for buildings that successfully increase recycling rates, in OEC materials and via donated advertising space in the *Daily Journal of Commerce*.
- A pilot project to provide free or subsidized tube recycling in at least one building.
- Discussions with point source of mercury (such as FGE) to explore their interest in funding fluorescent tube recycling programs to "offset" those emissions, which would support continued high recycling rates beyond the grant period.

WP-3) If the project includes backyard composting, describe how you will measure composting levels and how many households are actually composting after the project is implemented.

N/A

WP-4) How will you evaluate the effectiveness of your project?

The Contractor will look specifically at the ability of the project to increase recycling rates of fluorescent tubes in office buildings. We expect to prevent at least 15,000 tubes from reaching the waste stream, thus preventing over 1/2 pound of mercury from contaminating the environment. The Contractor will evaluate and measure results by working with the two or three of the largest fluorescent light recycling companies in the area to gather information about recycling rates from this sector before and after the project.

The Contractor will also assess the impact of the project in providing:

- Increased awareness among building owners and managers of mercury pollution and the importance of recycling fluorescent tubes.
- Increased understanding among local government officials and other decision makers about the level of knowledge among building managers, current recycling rates, and the barriers (perceived and real) to recycling, which will strengthen the design of future programs and policies.
- An evaluation of the feasibility and cost-effectiveness of using fluorescent tube recovery as a voluntary "offset" project for point sources of mercury pollution.

We will write a report describing and evaluating the results of our outreach for policy makers and will provide specific recommendations to reduce barriers and increase recycling rates for fluorescent light tubes.

## Exhibit D – APPROVED APPLICATION

### SECTION 6 – Budget Information

**(A) PERSONNEL SERVICES** (List principal project personnel by name directly on this form. Include salaries, quoted payments for insurance, retirement, social security, etc.). Be sure to total grant funds requested, matching resources, and total costs in the space provided.

PERSONNEL SERVICES					
1. Koch		40	None		
2. Kolberg		8	None		
3.					
4.					
5.					
6.					
<b>SUBTOTAL</b>					

**(B) PROFESSIONAL SERVICES** (List consultants, contractors, etc.) Be sure to total grant funds requested, matching resources, and total costs in the space provided.

PROFESSIONAL SERVICES					
1. Weiss - OEC	\$40	400	\$12,000	\$4,000	\$16,000
2. Allen - OEC	\$80	40	\$1,000	\$1,000	\$2,000
3. OEC support staff	\$25	80	\$2,000		\$2,000
4.					
5.					
6.					
<b>SUBTOTAL</b>			<b>\$15,000</b>	<b>\$5,000</b>	<b>\$20,000</b>

**(C) CAPITAL OUTLAY** (List all items to be purchased with a value greater than \$100. Include equipment, land, structures, and items pertaining to them. Be sure to total grant funds requested, matching resources, and total costs in the space provided.)

CAPITAL OUTLAY			
1.			
2.			
3.			
4.			
5.			
6.			
<b>SUBTOTAL</b>			

\* "Matching Resources" includes cash or in-kind contributions. "In-kind contributions" includes any documented contribution, such as real estate, goods or services, and labor, and should be valued using a defensible method. For example, rates for volunteers should be consistent with those paid for similar work in other state or local government activities; donated supplies should be assigned a reasonable value not to exceed lowest fair market value.

## Exhibit D – APPROVED APPLICATION

### SECTION 6 – Budget Information, continued

- (D) **SERVICES AND SUPPLIES** - Include items not itemized in "Personnel Services," "Professional Services," and "Capital Outlay." Examples are computer services, duplicating, materials/supplies, postage, publication charges, telephone, fuel, automobile mileage, travel, etc. Be sure to total grant funds requested, matching resources, and total costs in the space provided.

Item Description	Grant Funds Requested	Matching Resources	Total Project Cost
1. Advertising space		\$2,000	\$2,000
2. Educational material design & printing	\$2,000	\$500	\$2,500
3. Printing, postage, phone	\$1,500	\$1,000	\$2,500
4. Mileage & travel	\$500	\$500	\$1,000
5. Incentives/subsidies for recycling pilot	\$1,000		\$1,000
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
<b>SUBTOTAL</b>	<b>\$5,000</b>	<b>\$4,000</b>	<b>\$9,000</b>

- (E) **PROJECT BUDGET SUMMARY** - Fill in all applicable spaces. Be sure to total grant funds requested, matching resources, and total costs. Providing matching resources is not mandatory to be considered for a grant but is a measure of cost effectiveness of your proposal.

Item Description	Grant Funds Requested	Matching Resources	Total Project Cost
A. Personnel Services	\$15,000	\$5,000	\$20,000
B. Professional Services	0	0	0
C. Capital Outlay	0	0	0
D. Services and Supplies	\$5,000	\$4,000	\$9,000
E. Total DEQ Grant Funds Requested	\$20,000		
F. Total Matching Resources Committed to the Project		\$9,000	
G. Total Project Cost			\$29,000

\* "Matching Resources" includes cash or in-kind contributions. "In-kind contributions" includes any documented contribution, such as real estate, goods or services, and labor, and should be valued using a defensible method. For example, rates for volunteers should be consistent with those paid for similar work in other state or local government activities; donated supplies should be assigned a reasonable value not to exceed lowest fair market value.

## Exhibit D – APPROVED APPLICATION

### SECTION 7 – Project Work Plan and Schedule

Please make sure that you identify all major activities required for project completion. You may attach additional pages as necessary. Assume that grant funds will be available on March 1, 2002.

Planned Project Beginning Date: March 1, 2002 Planned Project Ending Date: March 1, 2003

Activity	Start Date	End Date	Responsible Party
Contract executed, funds available	3/1/02	3/15/02	Metro/DEQ/OEC
Face-to-face interviews with at least five of the region's largest building owners/managers	4/15/02	6/15/02	OEC (LW)
Draft educational brochure	4/15/02	6/1/02	OEC (LW, supp)
Meet with major recyclers, review recycling rates	4/15/02	6/15/02	OEC (LW)
Review & revise brochure with input from building managers, recyclers	6/1/02	7/15/02	OEC (LW)
Produce & distribute final brochure	7/15/02	12/15/02	OEC (LW, supp)
Place PBAs, articles, DJC ads, media stories	7/1/02	3/1/03	OEC (LW)
Design & test subsidy pilot	8/1/02	12/15/02	OEC (LW, JA)
Analyze project impacts	12/15/02	2/1/03	OEC (LW, JA)
Recognize success stories	12/1/02	2/1/03	OEC (LW)
Analyze feasibility of "offset" projects & discuss with point sources of mercury	8/1/02	2/1/03	OEC (LW, JA)
Review findings with building managers, recyclers, METRO staff, other stakeholders	1/15/03	2/15/03	OEC (LW)
Write final report with specific recommendations and analysis of "offset" project feasibility	2/15/03	3/1/03	OEC (LW, JA)

Exhibit D – APPROVED APPLICATION

**SECTION 8 – Signature**

The authorized representative of the local government applying for a grant must sign the application. This is an official who has the authority to obligate the applicant's resources and is usually an elected official such as chair of the county commission, county executive, mayor, city manager, or chair of the city council. For multi-jurisdiction applications, you must have signatures of authorized representatives from each jurisdiction applying.

*I certify that to the best of my knowledge, the information provided in this application and its attachments is correct and true. I understand and agree that if grant money is subsequently awarded as a result of this application, I will comply with all applicable statutory provisions and with applicable terms, conditions, and procedures of the DEQ grant agreement.*

Signature of Applicant's Authorized Representative (Applicant #1)  \_\_\_\_\_ Date 10/11/01  
Title \_\_\_\_\_ Telephone Number \_\_\_\_\_

Signature of Applicant's Authorized Representative (Applicant #2) \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_ Telephone Number \_\_\_\_\_

Signature of Applicant's Authorized Representative (Applicant #3) \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_ Telephone Number \_\_\_\_\_



# Exhibit E – AMENDED PROJECT WORK PLAN AND SCHEDULE

Please make sure that you identify all major activities required for project completion. You may attach additional pages as necessary. Assume that grant funds will be available on March 1, 2002.

Planned Project Beginning Date: March 1, 2002 Planned Project Ending Date: March 1, 2003

Task or Activity	Beginning Date for Task or Activity	Ending Date for Task or Activity	Person/Group Responsible for Completion
Contract executed, funds available	3/1/02	3/15/02	Metro/DEQ/OEC
Design and administer face-to-face interviews with at least five of the region's largest building owners/managers	3/15/02	6/15/02	OEC
Draft educational brochure	4/15/02	6/1/02	OEC
Review & revise brochure with input from building managers, recyclers, Metro, DEQ	6/1/02	7/15/02	OEC
Produce and distribute final brochure	7/15/02	12/15/02	OEC
Place PSAs, articles, DJC ads, media stories	7/1/02	12/15/02	OEC
Analyze project impacts; design and administer second survey	12/15/02	2/1/03	OEC
Recognize success stories	7/1/02	3/1/03	OEC
Analyze feasibility of "offset" projects & discuss with point sources of mercury	8/1/02	2/1/03	OEC
Review findings with building managers, recyclers, METRO staff, other stakeholders	1/15/03	2/15/03	OEC
Write final report with specific recommendations and analysis of "offset" project feasibility	2/15/03	3/1/03	OEC



## Exhibit F – AMENDED BUDGET

(A) **PERSONNEL SERVICES** (List principal project personnel by name directly on this form. Include salaries, quoted payments for insurance, retirement, social security, etc.). Be sure to total grant funds requested, matching resources, and total costs in the space provided.

List of Personnel Services	Hourly Rate	Hours to be Spent on Project	OEC Grant Funds Requested	Matching Resources	Total Costs
1. Staab		40	None		
2. Kolberg		8	None		
3.					
4.					
5.					
6.					
<b>SUBTOTAL</b>					

(B) **PROFESSIONAL SERVICES** (List consultants, contractors, etc.) Be sure to total grant funds requested, matching resources, and total costs in the space provided.

List of Professional Services	Hourly Rate	Hours to be Spent on Project	OEC Grant Funds Requested	Matching Resources	Total Costs
1. Weiss – OEC	\$40	380	\$11,200	\$4,000	\$15,200
2. Allen – OEC	\$50	36	\$800	\$1,000	\$1,800
3. OEC support staff	\$25	80	\$2,000		\$2,000
4.					
5.					
6.					
<b>SUBTOTAL</b>			<b>\$14,000</b>	<b>\$5,000</b>	<b>\$19,000</b>

(C) **CAPITAL OUTLAY** (List all items to be purchased with a value greater than \$100. Include equipment, land, structures, and items pertaining to them. Be sure to total grant funds requested, matching resources, and total costs in the space provided.)

List of Capital Outlays	OEC Grant Funds Requested	Matching Resources	Total Costs
1.			
2.			
3.			
4.			
5.			
6.			
<b>SUBTOTAL</b>			

\* **“Matching Resources”** includes cash or in-kind contributions. **“In-kind contributions”** includes any documented contribution, such as real estate, goods or services, and labor, and should be valued using a defensible method. For example, rates for volunteers should be consistent with those paid for similar work in other state or local government activities; donated supplies should be assigned a reasonable value not to exceed lowest fair market value.

## Exhibit F – AMENDED BUDGET

(D) **SERVICES AND SUPPLIES** - Include items not itemized in "Personnel Services," "Professional Services," and "Capital Outlay." Examples are computer services, duplicating, materials/supplies, postage, publication charges, telephone, fuel, automobile mileage, travel, etc. Be sure to total grant funds requested, matching resources, and total costs in the space provided.

SERVICES AND SUPPLIES	DEQ Grant Funds Requested	Matching Resources	Total Project Cost
1. Advertising space		\$2,000	\$2,000
2. Educational material design & printing	\$2,000	\$500	\$2,500
3. Printing, postage, phone	\$1,500	\$1,000	\$2,500
4. Mileage & travel	\$500	\$500	\$1,000
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
<b>SUBTOTAL</b>	<b>\$4,000</b>	<b>\$4,000</b>	<b>\$8,000</b>

(E) **PROJECT BUDGET SUMMARY** - Fill in all applicable spaces. Be sure to total grant funds requested, matching resources, and total costs. Providing matching resources is not mandatory to be considered for a grant but is a measure of cost effectiveness of your proposal.

PROJECT BUDGET SUMMARY	DEQ Grant Funds Requested	Matching Resources	Total Project Cost
A. Personnel Services	\$0	\$0	\$0
B. Professional Services	\$14,000	\$5,000	\$19,000
C. Capital Outlay	\$0	\$0	\$0
D. Services and Supplies	\$4,000	\$4,000	\$8,000
E. Total DEQ Grant Funds Requested	\$18,000		
F. Total Matching Resources Committed to the Project		\$9,000	
G. Total Project Cost			\$27,000

\* **"Matching Resources"** includes cash or in-kind contributions. **"In-kind contributions"** includes any documented contribution, such as real estate, goods or services, and labor, and should be valued using a defensible method. For example, rates for volunteers should be consistent with those paid for similar work in other state or local government activities; donated supplies should be assigned a reasonable value not to exceed lowest fair market value.

## Exhibit G – AMENDED PROJECT DESCRIPTION

<b>PROJECT TITLE</b> Mercury Pollution Prevention Through Commercial Fluorescent Tube Recovery	<b>PROJECT LOCATION</b> Portland Metropolitan Area
<b>AMOUNT OF FUNDS REQUESTED</b> \$18,000	<b>PROJECT START DATE</b> March 2002
<b>TYPE OF GRANT APPLIED FOR</b> <input checked="" type="checkbox"/> Focus – Waste Prevention or Reuse <input type="checkbox"/> General Solid Waste <input type="checkbox"/> Household Hazardous Waste	<b>PROJECT END DATE</b> March 2003
<b>PROJECT DESCRIPTION</b> Provide a brief description of the project. Include information on the nature of the project, the project's goal or goals, how the project will be conducted, and how results will be measured. Be sure to include the environmental impact of your project and who will benefit from the project (include geographic area or number to be served, etc., if known).  This project requests \$18,000 for a mercury waste prevention and recycling project targeted at commercial office buildings in the Portland metropolitan area. This project will lead to an increase in recycling of fluorescent light tubes and an increase in the market share of low mercury tubes (relative to standard tubes), thereby preventing mercury pollution. It will also provide policy-makers at the local and state level with information that will be crucial for designing policies and programs to encourage greater recycling across the state.  Fluorescent lamps contain mercury. Mercury is a persistent and toxic pollutant, which stays in the environment for decades and increases in concentration as it moves up the food chain. In Oregon, state health officials have identified over 435 miles of rivers and streams throughout Oregon that do not meet minimum standards of safety for fish consumption due to mercury contamination. Mercury has been identified as a priority problem for Oregon – in DEQ's strategic plan; via Governor Kitzhaber's Executive Order committing Oregon to zero discharge of mercury and other Persistent Bioaccumulative Toxins by 2020; and through the work of the Mercury Solution Team directed by OEC (in which the City of Portland, Metro, and DEQ have been participants).  According to a DEQ fact sheet, several million fluorescent lamps are discarded by business and government in Oregon each year, making these lamps one of the largest sources of mercury in our solid waste stream, accounting for about 210 pounds of mercury each year. Some 80% of all fluorescent tubes are used by commercial buildings. When a lamp is broken, or placed in a landfill or incinerator, the mercury is released into the environment and can contaminate the air, surface or groundwater.  This project will rely on the following strategies: <ul style="list-style-type: none"> <li>• Face-to-face interview with at least five of the region's largest building owners/managers in one-on-one meetings, to promote recycling and identify barriers.</li> <li>• Development of an educational brochure that will be distributed in cooperation with the Building Owners and Managers association (BOMA).</li> <li>• Articles and public service announcements in industry publications and media highlighting the dangers of mercury and the importance of using low mercury lamps, handling spent lamps properly, and recycling fluorescent tubes.</li> <li>• Public recognition for buildings that use low mercury lamps and recycle their lamps, in OEC materials and via donated advertising space in the <i>Daily Journal of Commerce</i>.</li> <li>• A survey, following the implementation of educational activities, to determine the effectiveness of these activities, changes in awareness and lamp purchasing and recycling/disposal practices among building owners/managers, and barriers to improvement.</li> <li>• Discussions with point sources of mercury (such as PGE) to explore their interest in funding fluorescent tube recycling programs to "offset" those emissions, which would support continued high recycling rates beyond the grant period.</li> </ul> <b>Goals and Expected Outcomes:</b> <ul style="list-style-type: none"> <li>• An increase in the purchase of low mercury lamps (relative to regular fluorescent tubes) and an increase in recycling rates of fluorescent tubes in office buildings. We expect to prevent at least 15,000 tubes from reaching the waste stream, thus preventing over ½ pound of mercury from contaminating the environment.</li> <li>• Increased awareness among building owners and managers of mercury pollution and methods to prevent it, including the importance of recycling fluorescent tubes.</li> <li>• Increased understanding among local government officials and other decision makers about the level of knowledge among building managers, current lamp purchasing practices, current recycling rates, and the barriers (perceived and real) to use of low mercury lamps and recycling, which will strengthen the design of future programs and policies.</li> <li>• An evaluation of the feasibility and cost-effectiveness of using fluorescent tube recovery as a voluntary "offset" project for point sources of mercury pollution.</li> </ul> We will measure results through the use of a survey. Metro and DEQ have volunteered assistance in survey design and data interpretation. We will try to conduct the survey via telephone, if possible, although other options will be considered including a mailed survey followed by telephone calls if needed to obtain an adequate number of responses. The survey will attempt to obtain at least enough responses to obtain results with errors no greater than ±10% at the 90% confidence level. We will write a report describing the results of our outreach for policy makers and will provide specific recommendations to reduce barriers and increase recycling rates for fluorescent light tubes.	