

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING ) RESOLUTION NO. 97-2470  
THE EXECUTIVE OFFICER TO ENTER )  
INTO MULTI-YEAR INTERGOVERNMENTAL ) Introduced by: Mike Burton  
AGREEMENTS, ONE WITH CLACKAMAS ) Executive Officer  
COUNTY AND ONE WITH PORTLAND PUBLIC )  
SCHOOLS )

WHEREAS, the Metro Council approved the FY 1996-97 REM budget; and

WHEREAS, the REM Waste Reduction and Planning Services Division FY 1996-97 allocated \$100,000 for public agency grants; and

WHEREAS, Metro's *Regional Solid Waste Plan* sets a recovery goal of 52 percent by the year 2000; and,

WHEREAS, according to Metro's 1993-94 *Waste Characterization Study*, Commercial waste accounts for 33 percent of the waste disposed; and

WHEREAS, Peer Grants are designed to help meet these goals by assisting public agencies (a segment of the commercial sector) with waste reduction programs; the Metro Peer Grants are intended to be an incentive for public agencies to develop progressive waste prevention, recycling and earth-wise programs in their daily functions and operations; and

WHEREAS, the approved FY 1996-97 budget allocates \$100,000 for Peer Grants and the Peer Grant review committee awarded \$91,000 in grants for the following public agency waste prevention/recycling programs: 1) Clackamas County: \$46,000, and, 2) Portland Public Schools: \$45,000; and

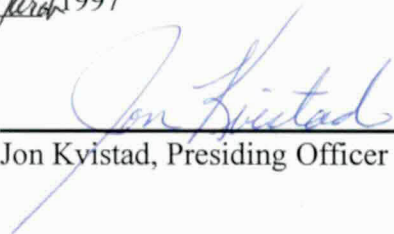
WHEREAS, the Waste Reduction and Planning Services Division of REM planned for the Peer Grant program to be completed within FY 1996-97. However events within REM (reorganization, staff vacancies and resignations) delayed the selection process until now.

As the two grants require a full twelve months for completion, the intergovernmental agreements need to carry over into FY 1997-98; and

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

BE IT RESOLVED, that the Metro Council authorizes the Executive Officer to enter into multi-year intergovernmental agreements to disperse Metro Peer Grant funds to public agencies for waste reduction and recycling grants.

ADOPTED by the Metro Council this 27<sup>th</sup> day of March 1997

  
\_\_\_\_\_  
Jon Kvistad, Presiding Officer

Approved as to Form:

  
Daniel B. Cooper, General Counsel  
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## **INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT, entered into 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 1992 Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and Clackamas County, located at 902 Abernethy Road, Oregon City, OR 97045, "Contractor."

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 providing a Strip Mall Recycling/Waste Prevention Project.
2. **Term.** This Agreement shall be effective on January 30, 1997, and shall remain in effect through January 30, 1998, unless earlier terminated in conformance with this Agreement.
3. **Service Provided.** Contractor 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.
4. **Payment for Services.** Contractor shall invoice Metro for services provided under this Agreement, as specified in the attached Scope of Work, and otherwise fully comply with the provisions in the attached Scope of Work.
5. **Insurance.** Contractor 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 30.270. Contractor 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.** To the maximum extent permitted by law, Contractor shall hold harmless Metro, its officers and employees from any claims or damages to property or injury to persons or for any penalties or fines, which may be occasioned in whole or in part by Contractor 's performance of this Agreement.
7. **Termination.** This Agreement may be terminated by either party without cause upon giving 30 days written notice of intent to terminate. This Agreement may be terminated with less than 30 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 written notice that the agreement will be terminated if the default is not cured within a period of not less than 20 days.
8. **State Law Constraints.** Both parties shall comply with the public contracting provisions of ORS chapter 279, and to the extent those provisions apply, they are incorporated into this Agreement by reference. Specifically, it is a condition of this Contract that all employers working under this Agreement are subject employers that will comply with ORS 656.017.

9. Notices. Legal notice provided under this Agreement shall be delivered personally or by certified mail to the following individuals:

<u>For:</u> Clackamas County Susan Ziolko Clackamas County 902 Abernethy Road Oregon City, OR 97045	<u>For Metro:</u> Office of General Counsel Metro 600 NE Grand Avenue Portland, OR 97232-2736
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Informal coordination of this Agreement will be conducted by the following designated Project Managers:

<u>For:</u> Clackamas County Susan Ziolko Clackamas County 902 Abernethy Road Oregon City, OR 97045	<u>For Metro:</u> Genya Arnold Metro 600 NE Grand Avenue Portland, OR 97232-2736
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10. Attorney Fees. In the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court.

11. 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.

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

13. 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.

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

CLACKAMAS COUNTY

METRO

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SCOPE OF WORK**  
**CLACKAMAS COUNTY**  
**STRIP MALL RECYCLING/WASTE PREVENTION PROJECT**

**Summary:** Clackamas County will undertake a one year pilot project to design and implement a waste prevention, and recycling program for designated retail strip malls located within Clackamas County's jurisdiction. Mall selection will be based upon several factors that will be detailed within the scope of work.. The program will be designed to maximize the quality and quantity of recyclables recovered; to measure waste and recycling progress; to develop program sustainability; and, to provide models for duplication by other malls through out the metro area. The program will be designed to provide retail and commercial businesses with a model plan that will include:

- Identify barriers to recycling and tested solutions for overcoming those barriers.
- Prepare tenant recycling/waste reduction education materials
- Develop steps to planning and implementing a recycling collection system that includes monitoring techniques for contaminants.
- Prepare recommendations for Fire Marshall approved containers and interim storage of recyclable materials
- Identify source reduction, reuse and recycled product procurement opportunities

Project participants will include: Clackamas County, designated strip malls, Clackamas County local Fire Districts, franchised garbage haulers, adult or youth transition program to provide collection services, and, the Master Recyclers.

**Contract Amount:** \$46,000

**Contract Term:** January 30, 1997 through January 30, 1998.

**Clackamas County Strip Mall** Susan Ziolko  
**Recycling/Waste Reduction Project Manager**

*Terms and Conditions of Agreement*

**A. Select Strip Malls**

1. Clackamas County will identify a minimum of 2 strip malls for project consideration and schedule a meeting with each mall manager to determine the manager's interest and to outline the proposed scope of work and time commitment for the project. The Clackamas County/mall manager meeting agenda will include but not be limited to the following: Clackamas County's role in the project; resources to be used (Master Recyclers, Fire Marshall, etc.) and their contribution to the project; proposed project deliverables from the County, contracted collection service, the hauler (s); and, the mall

management/tenants to reach the project goals as defined in the scope of work; final products to be produced and their application.

2. Clackamas County will schedule a follow-up meeting with the Metro Project manager to review the mall manager meeting results and to select the malls that will participate in the project. Participation priority will be the mall manager's commitment to the project.

**B. Conduct Strip Mall(s) Waste Characterization Survey: Pre and Post Project Application.**

1. Clackamas County will develop a waste characterization survey that will be reviewed and mutually approved by Metro and Clackamas County prior to each mall work plan development and implementation. The survey will identify mall generated waste; visually quantify the pre-project percentage of mall waste and potential recyclables; identify store types, square footage and number of associated employees. It will also include a management/tenant survey for all mall stores to assess the current acceptance and sophistication level for recycling/waste reduction issues.
2. Clackamas County will use the waste sort and mall management/tenant survey in the development of the individual strip mall recycling/waste reduction programs.
3. Clackamas County will conduct a second waste/recycling/tenant survey at project end to evaluate the project's impact on the waste stream and the project's reception by both management and tenants. Clackamas County will also perform a cost analysis to determine whether the avoided cost of disposal covered the additional cost of collection.

**C. Prepare Strip Mall Recycling/Waste Reduction Work Plans and Project Schedule.**

Based upon waste characterization surveys, Clackamas County will prepare "draft" work plans for each mall for Metro review. Clackamas County will implement mutually approved work plans at each mall. Clackamas County will include within each mall work plan staffing assignments (both contracted, volunteer, etc.), deadlines for each task, costs associated with each task such as equipment purchases; and, the role of the hauler and contracted collection service. These work plans will be used to prepare the Metro bi-monthly reports on project progress.

**D. Implement Work Plans and Provide Tenant Training and Education Materials.**

Clackamas County will implement each malls' approved recycling/waste reduction work plan. Recycling training will be provided to tenants, mall management, the mall janitorial service (if applicable), and the contracted collection service as part of the project scope of work and develop educational materials, as appropriate.

**E. Project Final Products**

The following products will be delivered to Metro as part of the project:

- > Mall Waste Characterization Survey
- > Case Study. A strip mall case study or studies (to be determined by Metro and Clackamas County) that detail the process required to implement and maintain a strip

mall waste reduction/ recycling program. The case study (ies) will include typical waste generated, identify recyclables, recyclable preparation, collection and storage systems for recyclables, fire safety related issues, tenant/manager education, hauler role, barriers and how they were or were not overcome and incentives to participate in strip mall recycling programs.

- Sample Strip Mall education packet
- Final Report (see Point G)
- On Site Meeting/Tour. Organize and host a meeting for local governments and mall managers at a project strip mall site to showcase the recycling system.

#### F. Project Promotion.

Any project related newspaper/magazine articles, or press releases are to be reviewed by Metro prior to release or publication. Clackamas County shall acknowledge Metro's Peer Grant award on all printed materials.

#### G. Metro Written Reports and Meetings

1. Contractor will prepare bi-monthly written reports and schedule meetings and or site visits, as needed, with the Metro grant manager to discuss progress. The reports will include the following information and headings and will be based upon each approved mall work plan.
  - Major Accomplishments. Identify tasks and include staff participants; budget expended both Metro and in-kind/matching funds.
  - Problems Encountered if any. Identify planned tasks not addressed for these months from the workplan and briefly indicate reasons for delay.
  - Summary of plans for next two Month and designated staff Roles e.g.; Fire Marshall, Master Recyclers, etc.
2. The Contractor will prepare a final report that includes the following project areas and attachments:
  - Project Areas
    - a) Introduction & Project Purpose
    - b) Project Participants
    - c) Project History and Methodology
      - Phase One: Mall Waste Characterization Survey
      - Phase Two: Project implementation for designated malls
      - Phase Three: Promotion/education, media outreach & other promotional activities
    - d) Project results and findings (include any recommended program revisions)
    - e) Recommendations for project transferability

f) Attachments:

- Case Study (ies)
- Tenant/Management educational materials
- Newsletter articles, etc.

H. Payment, Billing and Term.

Contractor shall provide services for a maximum price not to exceed FORTY SIX THOUSAND DOLLARS (\$46,000).

In the event Metro wishes for Contractor to provide services or materials after the maximum contract price has been reached, Contractor shall provide such services or materials pursuant to amendment at the same unit prices that Contractor utilized as of the date of this Agreement and which Contractor utilizes to submit requests for payment pursuant to this Scope of Work. Metro may, in its sole discretion and upon written notice to Contractor, extend the term of this contract for a period not to exceed 12 months. During such extended term all terms and conditions of this contract shall continue in full force and effect.

Contractor shall receive THIRTY THOUSAND DOLLARS (\$30,000) in start-up funds upon execution of the agreement and submittal of an invoice for proposed tasks and staff assignments. The remaining SIXTEEN THOUSAND (\$16,000) shall be paid upon Metro approval and receipt of the final report. The maximum price includes all fees, costs and expenses of whatever nature. Contractor's billing statements will include an itemized statement of work done and expenses incurred during the billing period, and will be sent to Metro, Attention Regional Environmental Management Department. Metro will pay Contractor within 30 days of receipt of an approved billing statement.

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**INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT, entered into 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 1992 Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and Portland Public Schools, located at 501 North Dixon, Portland, OR 97227, "Contractor."

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 providing Phase 2 of the Portland Public Schools' Ben Franklin project.
2. **Term.** This Agreement shall be effective on January 31, 1997, and shall remain in effect through January 31, 1998, unless earlier terminated in conformance with this Agreement.
3. **Service Provided.** Contractor 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.
4. **Payment for Services.** Contractor shall invoice Metro for services provided under this Agreement, as specified in the attached Scope of Work, and otherwise fully comply with the provisions in the attached Scope of Work.
5. **Insurance.** Contractor 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 30.270. Contractor 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.** To the maximum extent permitted by law, Contractor shall hold harmless Metro, its officers and employees from any claims or damages to property or injury to persons or for any penalties or fines, which may be occasioned in whole or in part by Contractor's performance of this Agreement.
7. **Termination.** This Agreement may be terminated by either party without cause upon giving 30 days written notice of intent to terminate. This Agreement may be terminated with less than 30 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 written notice that the agreement will be terminated if the default is not cured within a period of not less than 20 days.
8. **State Law Constraints.** Both parties shall comply with the public contracting provisions of ORS chapter 279, and to the extent those provisions apply, they are incorporated into this Agreement by reference. Specifically, it is a condition of this Contract that all employers working under this Agreement are subject employers that will comply with ORS 656.017.

9. Notices. Legal notice provided under this Agreement shall be delivered personally or by certified mail to the following individuals:

For: Portland Public Schools

Pamela Brown  
Portland Public Schools  
501 N. Dixon  
Portland, OR 97227

For Metro:

Office of General Counsel  
Metro  
600 NE Grand Avenue  
Portland, OR 97232-2736

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

For: Portland Public Schools

Pamela Brown  
Ben Franklin Project Manager  
501 N. Dixon  
Portland, OR 97227

For Metro:

Genya Arnold  
Metro Regional Environmental Management  
600 NE Grand Avenue  
Portland, OR 97232-2736

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

11. 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.

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

13. 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.

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

PORTLAND PUBLIC SCHOOLS

METRO

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SCOPE OF WORK  
PORTLAND PUBLIC SCHOOLS  
THE BEN FRANKLIN PROJECT PHASE II**

**Summary**

Phase 2 of the Portland Public Schools' Ben Franklin project will be dedicated to the following project components: 1) worm box set up and maintenance training for 19 middle schools; 2) vermicompost substitution for chemical fertilizer at designated schools; 3) an "Offer Versus Serve" program will be implemented in 5 schools and methods to reduce brown bag lunch waste will be promoted; 4) case studies, a video, and, how to manual will be produced to support project duplication; 5) a 20 percent waste reduction goal will be set for 19 middle schools; and, 1 "zero-waste" demonstration school will be established.

**Contract Amount:** \$45,000

**Contract Term:** January 31, 1997 through January 31, 1998

**Portland Public Schools** Pamela Brown  
**Ben Franklin Project Manager**

**Terms and conditions of Agreement**

- A. **Draft Work Plan/Budget.** PPS will prepare a draft work plan/budget and schedule a February 1997, review meeting with the Metro project manager. The work plan should include the scope of work, by middle school, time-lines and personnel required to accomplish each task. The PPS corresponding budget should reflect the work plan tasks. Upon Metro review and approval, PPS will finalize the work plan/budget and provide Metro with the final document prior to project implementation.
  
- B. **Worm Boxes.** Portland Public Schools will finish setting up worm boxes for the following 19 middle schools by April 1997 and include comprehensive training so that the schools can properly maintain them. PPS will make periodic visits to each school to ensure that the worm boxes are being maintained properly and include each school's worm box status in the bi-monthly reports.

Beaumont	Gregory Heights	Ockley Green	Binnsmead
Hosford	Portsmouth	DaVinci	Jackson
Sellwood	MLC	Kellogg	Tubman
Fernwood	Lane	West Sylvan	George
Mt. Tabor	Whitaker	Gray	

PPS will track each middle schools' vegetative waste diversion rate and identify strategies that will be used to increase vermicomposting production levels. PPS will, by April 1997, select 2 middle schools that will substitute compost for chemical fertilizers on school

grounds and will work with the PPS Grounds Supervisor to implement these changes. Prior to substitution of compost for chemical fertilizers, PPS will document the quantity of chemical fertilizers being used annually by the participating schools.

- C. "Offer Versus Serve" Program. PPS will select schools for participation and implement, by April 1997, an "Offer Versus Serve" program at 5 schools. PPS will work with PPS Nutrition Services Management to develop, implement and evaluate the program.

Prior to the OVSP implementation, PPS and Nutrition Services will document the pounds of food distributed to the 5 participating schools. PPS will document, as feasible, the program's impact on the participating schools over all garbage and food waste reduction. PPS will survey both Nutrition Services staff, janitorial services and cafeteria students at mid and end of project to gain information on project acceptance, barriers, benefits, etc.

In conjunction with the "Offer Versus Serve" program, PPS will work with Metro Education Services to educate and promote waste free lunches to students/faculty that bring lunch to school.

The "Offer Versus Serve" Program plan and results will be documented in the final report and case studies. The OVSP report should include the information required for project duplication by another school district.

- D. 20 Percent Waste Reduction Goal for All Middle Schools. PPS will set a 20 percent reduction goal for solid waste volume for schools listed in Point B and referenced in the Appendix. PPS will measure and document, on a monthly basis, each participating school's progress. The following work plan components will be used to reach the 20 percent goal:
- > Provide recycling education specific to the school
  - > Increase compost production levels
  - > Substitute vermiculture compost for chemical fertilizers
  - > Implement Offer Versus Serve Programs for 5 schools and provide waste reduction education to students/faculty that bring lunch to school.
  - > Establish 1 zero-waste school

The PPS 20 percent waste reduction project strategy and results will be documented in the final report.

- E. Implement a Zero-Waste School. PPS will select 1 middle school in February 1997 to serve as a demonstration site for zero-waste. (A zero-waste school for this project, will be defined as follows: a 90 percent reduction in all solid waste or the value of recycled materials equals or exceeds the cost of waste disposed). PPS will provide Metro with a zero waste planning check list and recommendations that could be used to implement zero waste schools in other school districts. This information will be submitted as an attachment to the final report.
- F. Education. The PPS project manager will provide ongoing education to the 19 middle schools (students, faculty, janitorial, clerical) using the appropriate vehicle for each school to

ensure that the project has maximum exposure and program integration into the curriculum and school operations: Education outreach to schools will be documented in the bi-monthly reports to the Metro project manager.

- G. Prepare Case Studies. PPS will prepare project cases studies for 3 of the 19 participating schools and provide draft versions for Metro review and approval prior to finalizing the documents. The PPS case studies will be submitted as an attachment to the final report.

Case studies should include information that a typical school could use to reduce waste through recycling, vermicomposting, Offer Versus Serve programs and waste reduction practices.

- H. Ben Franklin Project Video. PPS will produce an in-house video that will document how waste reduction can be integrated into both school curriculum and operations. The video will demonstrate the steps required to set up and maintain a vermiculture project and will be delivered to Metro as an attachment to the final report.

PPS will allocate grant funds to hire an audio production engineer to produce the video sound track. PPS will provide the Metro Project Manager with the opportunity to review the sound mix prior to final production.

- I. Project Promotion. Any project related newspaper/magazine articles, or press releases are to be reviewed by Metro prior to release or publication.

- J. Metro Written Reports and Meetings. PPS will prepare bi-monthly written reports and schedule meetings and or site visits, as needed, with the Metro grant manager to discuss progress. The bi-monthly reports will include the following information and headings:

- > Major Accomplishments. Identify tasks and include staff participants ; budget expended both Metro and in-kind matching funds.
- > Problems Encountered and Solutions. Identify planned tasks not addressed for that month on the work plan; briefly indicate reasons for delay and provide solutions.
- > Summary of Plans for Next Month and Designated Staff Roles. Identify who will work on tasks and associated resources such as Metro Education Services, Oregon Soils Corporation, PPS project manager, Green Clubs, PPS Grounds Supervisor, PPS Nutrition Services, etc.

- K. Final Report and Project Deliverables. PPS will prepare a final report that includes the following project areas and attachments:

- > Project Areas
  - a) Introduction and project purpose
  - b) Project participants
  - c) Project history and methodology
    - Phase One: Project Implementation and Monitoring
    - Phase Two: Promotion/education, media outreach & other promotional activities

- d) Project Results and Findings (include recommendation revisions, if applicable)
- e) Recommendations for Project Transferability
- f) Attachments:
  - 3 Model School Case Studies
  - Ben Franklin Model How To Guide
  - Completed Resource Plans for 19 PPS
  - Zero Waste School Check List and Recommendations
  - Ben Franklin Project Video
  - Project Promotion: Newspaper, Magazine and Media Coverage

L. Payment, Billing and Term. Contractor (Portland Public Schools) shall provide services for a maximum price not to exceed FORTY-FIVE THOUSAND DOLLARS (\$45,000).

In the event Metro wishes for Contractor to provide services or materials after the maximum contract price has been reached, Contractor shall provide such services or materials pursuant to amendment at the same unit prices that Contractor utilized as of the date of this Agreement, or which Contractor utilizes to submit requests for payment pursuant to this Scope of Work whichever is less. Metro may, in its sole discretion and upon written notice to Contractor, extend the term of this contract for a period not to exceed 12 months. During such extended term all terms and conditions of this contract shall continue in full force and effect.

Contractor shall receive FIFTEEN THOUSAND DOLLARS (\$15,000) in start-up funds upon execution of the agreement and submittal of an invoice. The remaining THIRTY THOUSAND (\$30,000) shall be paid in two equal installments of FIFTEEN THOUSAND DOLLARS (\$15,000) in May 1997 and upon Metro approval of the final report. The maximum price includes all fees, costs, and expenses of whatever nature. Contractor's billing statements will include an itemized statement of work done and expenses incurred during the billing period, and will be sent to Metro, Attention Regional Environmental Management Department. Metro will pay Contractor within 30 days of receipt of an approved billing statement.

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## STAFF REPORT

### CONSIDERATION OF RESOLUTION NO. 97-2470 FOR PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO ENTER INTO TWO MULTI-YEAR INTERGOVERNMENTAL AGREEMENTS, ONE WITH CLACKAMAS COUNTY AND ONE WITH PORTLAND PUBLIC SCHOOLS

Date: March 13, 1997

Presented by: Douglas Anderson  
Genya Arnold

#### PROPOSED ACTION

Approval of Resolution No. 97-2470 authorizes the release of Peer Grant budgeted funds to two public agencies. It also authorizes the Executive Officer to enter into multi-year Intergovernmental agreements with the agencies selected to receive grants.

#### BACKGROUND

Metro's *Regional Solid Waste Management Plan* sets a goal of recovering 52 percent of waste generated in the tri-county region (Clackamas, Multnomah and Washington Counties) by the year 2000. According to the latest *Recovery Level Survey* (1995), the region has a recovery rate of 46 percent. In order to achieve the state and regional goals, there must be an increase in the amount of waste recycled in the commercial sector, which accounts for approximately 33 percent of waste disposed. Metro Peer grants are designed to help meet these goals by assisting public agencies (a segment of the commercial sector) with waste reduction programs.

Two of the key eligibility criteria that must be met by all grantees are: 1) the program or project that is initiated under the Metro Peer Grant must be sustainable after Metro funding is removed; 2) the program or project must generate information and material that Metro can use to replicate successful programs in other agencies.

There are approximately 1700 public agencies in the region. These include schools, school districts, cities and counties, state, federal and regional offices, special districts, hospitals, universities, colleges, and special districts. The Metro Peer Grants are intended to be an incentive for public agencies to develop progressive waste prevention, recycling and earth-wise programs in their daily functions and operations. Additional information is available in the Peer Grant Promotional flyer (Attachment 1).

Two public agencies, Clackamas County and Portland Public Schools, were selected to receive Peer Grant funds for FY 1996-97. These agencies were selected in a competitive process by a selection review committee consisting of: Dave Kunz (Department of Environmental Quality (DEQ)), Rob Guttridge (Association of Oregon Recyclers), Leigh Zimmerman (Metro Waste Prevention and Composting Supervisor), and, Genya Arnold (Metro Waste Prevention Planner).

The approved FY 1996-97 budget allocates \$100,000 for Peer Grants. The Peer Grant review committee awarded \$91,000 in grants for the following public agency waste prevention/recycling programs:

**I. Clackamas County: \$46,000**

Clackamas County will undertake a one-year pilot project to design and implement a waste prevention and recycling program for a minimum of two strip malls located within the County's jurisdiction. Basic scope of work includes:

- Produce a strip mall waste characterization profile
- Identify and resolve barriers to waste prevention/recycling to facilitate future strip mall programs
- Provide tenant/management waste prevention education.
- Design realistic workable recycling/waste prevention programs for participating malls that can be duplicated by other malls.
- Produce a final report that provides tested solutions for implementing mall waste prevention programs that can be used by local governments and mall management.

**II. Portland Public Schools: \$45,000**

The Portland Public School grant funds will be dedicated to the following waste prevention components:

- Worm box construction, set up and maintenance for 19 middle schools
- Vermi-compost (decomposition by earth worms) material substitution for chemical fertilizers at select schools.
- Target five schools to implement a lunch program that enables students to make decisions on food selections and quantities. Promote strategies to reduce brown bag lunch waste.
- Prepare school waste prevention case studies, a vermi-composting video, and a how to manual to support school program duplication.
- Set a 20 percent waste reduction goal for the participating 19 middle schools
- Create one "zero-waste" demonstration school for duplication by other schools.



## **JUSTIFICATION OF MULTI-YEAR CONTRACTS**

When developing the FY 1996-97 budget, the Waste Reduction division of REM planned for the Peer Grant program to be completed within the fiscal year. However events within REM (reorganization, staff vacancies and resignations) delayed the selection process until now. As the two grants require a full 12 months for completion, the intergovernmental agreements need to carry over into FY 1997-98. No other changes in the programs as approved in the adopted FY 1996-97 budget are induced by this delay. There is no fiscal impact, because the programs have been funded in full in FY 1996-97, and funding for FY 1997-98 will be accomplished by carrying over a portion of the approved FY 1996-97 funds.

## **BUDGET IMPACT**

The FY 1996-97 Waste Reduction and Planning Services Division budget includes \$100,000 for this grant program. As indicated, \$91,000 will be used to fund grants. The amount of the carryover to FY 1997-98 will be determined by the proportion of the project expected to be completed by June 30, 1997.

It should be noted that REM is not proposing to allocate new funds for the Peer Grant program in its draft FY 1997—98 budget. Although the two proposals described in this staff report are excellent projects, response to the Peer Grant program itself has been relatively low, despite considerable promotion (there were only 3 proposals for this year's program). Accordingly, REM has proposed to discontinue the Peer Grants and redirect the resources to more broadly-based commercial programs. However, if Metro Council approves this Resolution #97-2470, the FY 1997-98 budget will show the carryover funding for Peer Grants from FY 1996-97.

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# Metro Facts



METRO

Regional  
Environmental  
Management

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recycled paper

## Metro peer grant program

Fiscal year 1996-97

### What is the Metro peer grant program?

Metro has \$100,000 available for public agencies to develop waste prevention, recycling and earth-wise purchasing programs in their daily operations or in conjunction with community groups. Grant funds will be distributed on a competitive basis through a request for proposals process.

### What are the goals of the program?

- Program goals are:
- to help the metro region achieve a recycling goal of 52 percent by the year 2000.
  - to develop model programs that can be duplicated by other governments, businesses and community groups.

### Who is eligible?

Public agencies, as defined by ORS 190.410, located within the Metro boundaries are eligible and include:

- public elementary or secondary schools, school districts, educational service districts
- community and public colleges
- regional transportation authorities
- ports
- cities and counties
- public hospitals
- federal and state agencies
- special districts
- community groups (neighborhood associations, business districts or chambers of commerce may apply if sponsored by a public agency)

### What types of projects will be funded?

Only demonstration projects featuring waste prevention (reduction of waste produced before recycling or disposal), recycling or earth-wise purchasing will be funded. Examples include:

- composting of organic materials
- waste prevention education programs
- earth-wise purchasing (packaging reduction, buying recycled or recyclable products)
- construction site recycling
- building with recycled materials
- school waste prevention, recycling, composting or buy recycled programs

- adding a new material to a recycling program
- a community recycling or composting project

### What types of projects will not be funded?

Examples of projects that will not be funded include:

- research projects or feasibility studies
- ongoing agency operations
- salaries not directly linked to the demonstration projects
- recycling or procurement programs required by state law or local ordinance
- curriculum development
- projects that do not have a letter of support from governing body or administrator

### How many grants will be awarded and how much money can a public agency request?

Two to five grants will be awarded. The minimum grant will be \$20,000; the maximum will be \$50,000. Proposers may submit alternative budgets for projects exceeding \$50,000. These must include matching funds and will be considered on a case-by-case basis.

### Are matching funds required?

In-kind services (personnel, materials and services, etc.) will be required. Dollar match is not required, but the extent of in-kind services, dollar match or co-sponsors will be considered during the selection process.

### How will proposals be evaluated?

An evaluation committee will rank proposals using a numerical scale and the following objective criteria:

- the need for the project is clearly demonstrated, the goals defined, measurable and realistic. The tasks can be completed within budget and timeframe.
- project staff have the qualifications and experience to accomplish the project
- budget is clearly presented and includes itemized in-kind or dollar match contributions

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- project can be duplicated or expanded upon by other agencies, businesses or neighborhoods
- project will continue or be expanded after grant is completed
- project results in demonstrated reduction in waste generated or disposed; or project results in a measurable increase in procurement of recycled products

**When is the deadline for submitting grant proposals?**

Proposals must be submitted by Oct. 29, 1996.

**How do I get an application packet or more information?**

Call Genya Arnold at 797-1676 for a copy of the request for proposals or for more information.

**About Metro**

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 metropolitan area.

Metro is responsible for growth management, transportation and land-use planning; solid waste management; operation of the Metro Washington Park Zoo; regional parks and greenspaces programs; and technical services to local governments. Through the Metropolitan Exposition-Recreation Commission, Metro manages the Oregon Convention Center, Civic Stadium, the Portland Center for the Performing Arts and the Expo Center.

Metro is governed by an executive officer, elected regionwide, and a seven-member council elected by districts. Metro also has an auditor who is elected regionwide.

For more information about Metro or to schedule a speaker for a community group, call 797-1510.

For more information about job opportunities at Metro, call 797-1777.

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Metro's web site:  
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