

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING AN) RESOLUTION NO. 89-1193
INTERGOVERNMENTAL AGREEMENT WITH)
CLACKAMAS COUNTY TO PURCHASE,) Introduced by Rena Cusma
DISTRIBUTE, AND PROMOTE CURBSIDE) Executive Officer
CONTAINERS.)

WHEREAS, The Waste Reduction Chapter of the Regional Solid Waste Management Plan recommends the use of curbside recycling containers; and

WHEREAS, The Environmental Quality Commission Order of March, 1989 specifies that Metro will implement a curbside recycling container program in at least one county by August, 1990; and

WHEREAS, Representatives from the Metro wastesheds have determined that Clackamas County will be the first county to implement the container program; and

WHEREAS, The interim data from the curbside recycling container pilot project together with national study results demonstrate that recycling levels increase with the use of a dedicated container; and

WHEREAS, The Waste Reduction Division has identified \$185,000 in the FY 1989-90 budget for start-up costs for a curbside recycling container program; and

WHEREAS, Metro will participate in 50% of the one-time costs not to exceed \$185,000 that Clackamas County will incur to purchase, distribute and promote the curbside recycling containers; and

WHEREAS, An intergovernmental agreement has been negotiated between Metro and Clackamas County; and

WHEREAS, Clackamas County has entered into new franchise agreements with all 26 haulers in both incorporated and unincorporated Clackamas County that specify weekly, curbside container collection of recyclables; and

WHEREAS, the Executive Officer has reviewed the intergovernmental agreement with Clackamas County to purchase, distribute, and promote a curbside container program and recommends Council approval; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District authorize the Executive Officer to enter into an intergovernmental agreement with Clackamas County to purchase, distribute and promote a curbside container program.

ADOPTED, by the Council of the Metropolitan Service District this 14th day of December, 1989.



Mike Ragsdale, Presiding Officer

SC:ay
December 4, 1989
SW891193.RES

SOLID WASTE COMMITTEE REPORT

RESOLUTION NO. 89-1193, FOR THE PURPOSE OF AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH CLACKAMAS COUNTY TO PURCHASE, DISTRIBUTE, AND PROMOTE CURBSIDE RECYCLING CONTAINERS

Date: December 13, 1989

Presented by: Councilor Gary Hansen

Committee Recommendation: The Solid Waste Committee voted 4 to 0 to recommend Council adoption of Resolution No. 89-1193. Voting: Councilors Hansen, Buchanan, DeJardin and Ragsdale. Absent: Councilor Wyers. This action taken December 12, 1989.

Committee Discussion/Issues: Section 4(B)(c) of the Environmental Quality Commission Order No. SW. WR. 89.01 states: "By August 1, 1990, Metro shall work with local governments of at least one county to implement a curbside container recycling program, including assistance with financing alternatives, distributor techniques, and promotion and education." Pursuant to this section, staff has negotiated an intergovernmental agreement with Clackamas County to purchase and distribute 60,000 recycling containers to all single family dwellings in Clackamas County. In the FY 1989-90 budget, \$200,000 is dedicated to implement a curbside container recycling program.

It has been determined that Clackamas County is in the best position to prepare a plan to implement a container recycling program county-wide.

With the Agreement, Clackamas County will receive \$185,000 from Metro to purchase 60,000 recyclable containers and coordinate the distribution and promotion of the containers through the franchised hauler system. The distribution is to be completed by April 1990.

The Committee asked if this work can benefit the entire region. The Solid Waste staff stated that the information gained from the project should benefit the region and the state. The Committee asked who will do the publicity for the program? Solid Waste staff stated that Metro, haulers and Clackamas County will participate in various publicity activities.

The Committee would like other counties in the region to be well aware of this project and its successes in promoting recycling.

The Committee recognized the efforts of Clackamas County and the haulers in putting this important project together.

GH:RB:pa
RB.132

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 89-1193 FOR THE PURPOSE
OF AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH
CLACKAMAS COUNTY TO PURCHASE, DISTRIBUTE, AND PROMOTE
CURBSIDE RECYCLING CONTAINERS.

December 4, 1989

Presented by: Debbie Gorham
Sam Chandler

Background

Section 4 (B)(c) of the Environmental Quality Commission Order No. SW·WR·89·01 states: "By August 1, 1990, Metro shall work with local governments of at least one county to implement a curbside container recycling program, including assistance with financing alternatives, distribution techniques and promotion and education." Pursuant to this section, staff has negotiated an intergovernmental agreement with Clackamas County to cooperatively purchase and distribute 60,000 recycling containers to all single family dwellings in Clackamas County. In the FY 1989-90 budget \$200,000 is dedicated to implement a curbside container recycling program.

The Solid Waste staff compiled information about containers from vendors, other users and industry publications. Prices, durability, recycled material content and availability was determined. This information was augmented by interim data from the Metro pilot container recycling program which suggested that the provision of a container to each residence enhanced participation and the quantity of set outs.

On October 10, 1989 staff met with the wasteshed representatives from the five areas (Clackamas, Washington, and Multnomah Counties; Portland; and West Linn) to present the findings for the purpose of seeking their guidance to comply with the EQC Order. It was the unanimous consensus of the wasteshed representatives that Clackamas County was in the best position to prepare a plan to implement a container recycling program county wide. Several factors influenced their decision to support Clackamas County. Clackamas was prepared to amend the franchise agreements with the haulers to include containers, had the full support of the local hauler organization, had staff available to work on the project, could fund their share of the program and demonstrated a strong commitment to the concept. Therefore, it was proposed by the wasteshed representatives that Clackamas County prepare a plan for Metro staff to review by November 1, 1989.

The plan was submitted on November 1, 1989, After a thorough review of the plan by Metro staff a Scope of Work which includes all of the elements of the proposed plan was drafted. A copy of the Intergovernmental Agreement and Scope of Work is included as Attachment A.

Clackamas County will receive \$185,000 from Metro. They will purchase 60,000 curbside containers and coordinate the distribution and promotion of the containers through the franchised hauler system. The distribution will be completed by April, 1990. Metro will continue to monitor the program by gathering reports from Clackamas County and by on site evaluation of all phases of the program.

Executive Officer's Recommendation

The Executive Officer recommends that Metro enter into an intergovernmental agreement with Clackamas County, and that Resolution No. 89-1193 be adopted.

ATTACHMENT A

Metro Contract No. 901-104 (SW)

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT dated this _____ day of _____ 19__, is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, hereinafter referred to as "METRO," whose address is 2000 S.W. First Avenue, Portland, OR 97201-5398, and COUNTY OF CLACKAMAS, Transportation and Development Department, Solid Waste Division, hereinafter referred to as "CONTRACTOR," whose address is 902 Abernethy Road, Oregon City, Oregon 97045, for the period of December 15, 1989, through April 29, 1991.

W I T N E S S E T H :

WHEREAS, This Agreement is exclusively for Personal Services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to METRO the materials described in the Scope of Work attached hereto;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. To maintain records of all project expenditures by the budget categories identified in the Scope of Work, "Project Budget/Terms of Payment," of this agreement and to provide a written record of project expenditures within seven (7) days written request by Metro;

4. To comply with any other "Contract Provisions" attached hereto as the Scope of Work; and

5. CONTRACTOR shall be an independent contractor for all purposes, shall be entitled to no compensation other than the compensation provided for in the Agreement. CONTRACTOR hereby certifies that it is the direct responsibility employer as provided in ORS 656.407 or a contributing employer as provided in ORS 656.411. In the event CONTRACTOR is to perform the services described in this Agreement without the assistance of others, CONTRACTOR hereby agrees to file a joint declaration with METRO to the effect that CONTRACTOR services are those of an independent contractor as provided under Chapter 864, Oregon Laws 1979.

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered in the maximum sum of ONE HUNDRED EIGHTY FIVE THOUSAND AND NO/100THS (\$185,000.00) and in the manner and at the time designated in the Scope of Work, "Project Budget/Terms of Payment"; and

2. To provide full information regarding its requirements for the Scope of Work.

BOTH PARTIES AGREE:

1. Project Manager

a) The Metro Project Manager shall be Pamela Kambur or such other person as shall be designated in writing by Debbie Gorham, Waste Reduction Manager. The Metro Project Manager is authorized to carry out the work described in the Scope of Work, "Metro Project Manager's Responsibilities." The Metro Waste Reduction Manager is authorized to give notices as referred to herein, to terminate this Agreement as provided herein, and to carry out any other Metro actions referred to herein.

b) The County Project Manager, Contractor's representative, shall be Carrie Heaton or such other person as shall be designated in writing by the Head of the Clackamas County Solid Waste Division, Dave Phillips. The County Project Manager is authorized to carry out the actions referred to herein.

2. That, 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;

3. That 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; and

4. That this Agreement may be amended only by the written agreement of both parties.

CLACKAMAS COUNTY, by and
through the Board of County
Commissioners:

Chair

Commissioner

Commissioner

Date

APPROVED:

Executive Director,
Department of Transportation
and Development

APPROVED AS TO FORM:

County Counsel

METROPOLITAN SERVICE DISTRICT

By: _____

Date: _____

Scope of Work

Project: Containers for Curbside Recycling in Clackamas County

Contractor: Clackamas County, Solid Waste Division

Project Term: December 15, 1989, to April 29, 1991.

Contractor's Responsibilities:

The County Project Manager shall:

1. Request bids using standard County purchasing procedures to obtain the lowest costs for an estimated 60,000 curbside containers that will meet the following minimum standards:

- a) a minimum of 25% post consumer plastic resin
- b) a minimum capacity of 14 gallons for source separated principal recyclables
- c) a positive track record demonstrating product quality including:
 - 5 references from other jurisdictions using the product and
 - documentation of a long product life in other curbside recycling programs (ie. not needing replacement sooner than 5 years from distribution)
- d) a price that includes the costs of printing on the side of the container.

2. Work with METRO staff to confirm the actual number of containers needed to supply all single family dwellings in all cities in the county in addition to both the unincorporated urban and unincorporated rural portions of the county.

3. Purchase single bin containers for all single family dwellings within the METRO Service District boundary (including non-garbage customers) and provide an option for haulers outside the boundary to offer recycling bins to their customers. Purchase an extra 10% of the total number of bins currently needed to serve as replacements for theft, damage, or new residents.

4. Sell containers to franchised haulers for their distribution to single family residents at the cost incurred by the County. The individual bins will be clearly identified as "Property of _____" (hauling company's name). Each hauling

company must also purchase its proportion of replacement containers.

5. Develop decals that include preparation information and identification of METRO's support to be affixed to each container.

6. Coordinate efforts with the haulers to obtain a low cost labor pool to affix decals (such as fundraising events for scouts, school or church groups).

7. Develop educational/promotional flyers to instruct residents on the "how-to's" and "why's" of properly preparing materials for recycling. An initial flyer will be given during the distribution of the bins followed by a six month reminder. All printed materials will be approved in advance of printing and distribution by the METRO Project Manager and will state METRO's role in partial program funding.

8. Supervise the distribution of the bins by the franchised haulers to ensure:

a) Personal contact with residents is attempted during the initial distribution (in contrast to simply leaving a bin on the doorstep);

b) If residents are not home, a door hanger will be left describing the new container program and encouraging the resident to call the hauler for delivery;

c) After the passage of one month from the date of initial distribution, the hauler's regular customers inside the urban growth boundary that have not yet requested bins will receive a bin on the doorstep with a message urging residents to join their neighbors in the recycling program.

9. Assist the METRO Project Coordinator and the METRO Public Affairs staff in the coordination of media campaigns to promote the use of curbside containers including:

a) A major media event coinciding with the distribution of containers in March.

b) Development of articles to insert in city/county newsletters or billing materials.

10. Assist the METRO Project Coordinator with technical assistance to local government personnel responsible for recycling activities within city boundaries as needed.

11. Provide detailed documentation of project costs and results on a quarterly basis including:

a) Costs to the county in administration

b) Costs to the individual haulers incurred during distribution, promotion (such as increased time by office staff), and implementation (such as needs for

new equipment to handle increased volumes of recyclable materials).

- c) Participation levels within each hauler's service area
- d) Tonnages of on-route recyclables collected by hauler service area
- e) Survey of a representative sample of residents throughout the county to determine consumer attitudes regarding the container program after the third quarter of the first year of the project.

12. The quarterly reports shall be due to the METRO Project Manager on the following dates:

<u>Reporting Period</u>	<u>Date Report Due</u>
(March) April, May, June	last Monday in July
July, August, September	last Monday in October
October, November, December	last Monday in January
January, February, March	last Monday in April

METRO Project Manager's Responsibilities:

The METRO Project Manager shall:

1. Provide technical assistance to the County Project Manager as necessary to develop, execute, monitor and evaluate the project.
2. Provide assistance to the County Project Coordinator with promotional and educational activities and review all written information to be distributed to program participants.
3. Monitor general project progress and review Contractor's accounting records relating to project expenditures as necessary.

Project Budget and Terms of Payment:

<u>Distribution of Cost Sharing:</u>	<u>METRO</u>	<u>County</u>	<u>Haulers</u>
1. Containers			
a. initial purchase	127,800	--	127,800
b. 10% replacement	---	--	25,560
c. delivery from manufacturer	4,500	--	4,500

2.	Labor Costs			
	a. Decal placement	---	--	4,000
	b. Distribution	41,283	--	41,283
	c. Add'l overhead	---	--	33,597
	d. Add'l material handling	---	--	114,672
3.	Add'l or New Equipment	---	--	150,000
4.	Printing			
	a. Decals	6,900	--	---
	b. Door Hangers/Flyers	4,500	4,500	---
5.	Project Coordination			
	a. County staff	---	6,720	---
	b. CCRDA staff	---	--	2,400
6.	Unallocated Funds	17	--	---
PROJECT TOTALS		<hr/>	<hr/>	<hr/>
(Total cost = \$700,032)		185,000	11,220	503,812
Cost Sharing as Percent of total Project costs:		<hr/>	<hr/>	<hr/>
		26%	2%	72%

Contractor shall receive \$185,000 of the total project budget from METRO on or before January 5, 1990. All expenditures over the total amount budgeted as METRO's cost share of \$185,000 shall be incurred by the Contractor or the haulers.

Both parties agree that the budget categories noted above are estimates of Contractor's and Hauler's expenses and that actual expenditures may vary from the amounts listed for each category.

Contractor shall maintain records of all project expenditures by the budget categories listed above and shall provide a written record of project expenditures within seven days written request by METRO.