



DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

September 10, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of Annual Intergovernmental Agreement with Metro to Implement the FY 26-27 Annual Waste Reduction and Recycle at Work Program. Total revenue is \$508,656 for fiscal year 2026-27. Funding through the Regional System Fees collected on tons of waste disposed in the Metro Service District. No County General Funds are involved.

Previous Board Action/Review: July 23, 2026: Grant Lifecycle form approved on Consent Agenda; The BCC has approved a Solid Waste Management Plan and supplemental funding from Metro annually since 1991.

Performance Clackamas: Ensure Safe, Secure, and Livable Communities by providing community access to safe, convenient, recycling services and waste prevention education.

Counsel Review: Yes

Procurement Review: N/A

Contact Person: Rick Winterhalter

Contact Phone: 503-742-4466

EXECUTIVE SUMMARY: Annually Metro and local governments within the tri-county area collaborate to update plans for outreach, education, and technical assistance in waste reduction and recycling. Each year an Intergovernmental Agreement (IGA) is developed that covers these plans and the associated funding provided by Metro. The IGA provided with this staff report covers FY 26-27 funding and updates to the work plan.

This agreement, as with prior Metro IGAs for solid waste, is retroactive in covering the fiscal year. We typically receive the IGA after the start of the fiscal year. This year is no exception. The Annual Waste Reduction and Recycle at Work Program Plan, which is memorialized in this IGA, is designed to meet the goals and objectives of our Regional Waste Plan (RWP). In its role as the lead agency for RWP implementation, Metro has approved the County's Annual Waste Reduction Plan for FY 26-27.

In support of the annual plans, Metro redistributes revenue collected from disposal of garbage at Metro's owned and franchised facilities. These funds are allocated in the region proportional to population. This year's funding of \$508,656 will be used for recycling and waste reduction programs including education and resources for residents, community members, businesses, and workplaces.

For Filing Use Only

Activities in the Regional Waste Plan and local annual plan meet state requirements under the Opportunity to Recycle Act. The County meets these responsibilities for its unincorporated areas and the Cities of Barlow, Canby, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn, and Wilsonville, in exchange for the funds allocated for those jurisdictions by Metro. These local agreements ensure that programs and customer service, as experienced by residents and businesses, are consistent, efficient, and cost-effective. Attached for reference are the IGAs and Letters of Understanding with Cities.

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

RECOMMENDATION: Staff respectfully recommend the Board of County Commissioners approve and sign the Intergovernmental Agreement with Metro (No. 941249) containing the FY 26-27 Annual Waste Reduction and Recycle at Work Program Plan and funding of \$508,656.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development

Attachments:

- A. Highlights from Annual Report to Metro
- B. City IGAs and Letters of Understanding for Ongoing Outreach

Intergovernmental Agreement



Metro

600 NE Grand Ave.
Portland, OR 97232-2736

Metro Contract No. 941249

THIS AGREEMENT, entered into and under the provisions of ORS chapter 190, is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and Clackamas County, hereinafter referred to as "County," whose address is 2051 Kaen Road, Oregon City, OR 97045.

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

1. Purpose. The purpose of this Agreement is to establish the responsibilities of the parties in implementing the FY2026-27 Metro and Local Government Annual Waste Reduction Program (AWRP).
2. Term. This Agreement is effective July 1, 2026, and remains in effect through June 30, 2027, unless earlier terminated in conformance with this Agreement, or extended by written amendment signed by both parties. Costs for this project may be incurred by County beginning July 1, 2026.
3. Activities and Deliverables. County and Metro will perform the activities described in the attached Scope of Work, which is made part of this Agreement by reference, and otherwise fully comply with the provisions in the Scope of Work.
4. Program Funds Disbursement. Metro will disburse program funds in the maximum sum of \$508,656.00 to County for activities under the AWRP, as specified in the Scope of Work. Metro has appropriated sufficient funds to provide the funding required by this Agreement during the current fiscal year. Funding may be subject to budget adjustments in Metro's discretion at any time during the term of the Agreement. The parties must not interpret this Agreement as a pledge of any source of Metro funds, including but not limited to its ad valorem property taxes, the full faith and credit of Metro, or any other legally available revenues, taxes, or other funds, to make the payments described in the Scope of Work. Metro will provide 60 days' written notice to County prior to a budget adjustment that reduces program funds to County. If Metro reduces program funds to County, the parties will execute an amendment to this Agreement that reduces County's responsibilities under this Agreement to correspond with Metro's reduction in program funds.
5. Retention and Access to Records; Audits. County must maintain and retain all "Contract Records" for six years following termination or expiration of this Agreement. For purposes of this section, "Contract Records" is defined to include all books, documents, papers, plans, records, electronic or otherwise necessary to clearly document County's performance and compliance with all requirements imposed on County under the terms of this Agreement. County must maintain fiscal records in accordance with Generally Accepted Accounting Principles.

Metro may inspect, examine or audit the Contract Records at any time during the six-year period, upon reasonable notice. If Metro's inspection, examination or audit reveals that Metro is owed any sum of money or establishes that any portion of any claim made against Metro by County is not warranted, County will pay all costs incurred by Metro in conducting the inspection, examination or audit. Metro may withhold these costs from any sum that is due or that becomes due from Metro.

Intergovernmental Agreement



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6. **Insurance.** County agrees to maintain insurance, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement, to levels necessary to protect against public body liability as specified in ORS 30.272. County also agrees to maintain, for the duration of this Agreement, Workers' Compensation Insurance coverage for all its employees as a self-insured employer, as provided by ORS chapter 656, or disability coverage under its Disability, Retirement and Death Benefits Plan.
7. **Indemnification.** Subject to the provisions of the Oregon Constitution and the Oregon Tort Claims Act, County must indemnify, defend, and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney fees, arising out of or in any way connected with, County's performance under this Agreement.
8. **Termination.** Either party may terminate this Agreement without cause upon giving 90 days' written notice of intent to terminate. Either party may terminate this Agreement with less than 90 days' notice if the other party is in default of this Agreement's terms. In the case of a default, the party alleging the default must give the other party at least 30 days' written notice of the alleged default, with opportunity to cure within the 30-day period. Termination is without prejudice to any obligations or liabilities of either party already accrued before the termination.
9. **State Law Constraints.** Both parties must comply with the public contracting provisions of ORS chapters 279A, 279B, and 279C. To the extent those provisions apply, they are incorporated into this Agreement by reference. Specifically, it is a condition of this Agreement that all employers working under this Agreement comply with ORS 656.017.
10. **Notices.** Legal notice provided under this Agreement shall be by e-mail to the following individuals:

For County:

Office of County Counsel
Clackamas County
bwilliams@clackamas.us
2051 Kaen Road
Oregon City, OR 97045

For Metro:

Office of Metro Attorney
Metro
MetroAttorney@oregonmetro.gov
600 NE Grand Avenue
Portland, OR 97232-2736

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

For County:

Rick Winterhalter
Clackamas County
Rickw@clackamas.us
150 Beavercreek Road
Oregon City, OR 97045

For Metro:

Laura van der Veer
Metro
Laura.vanderVeer@oregonmetro.gov
600 NE Grand Avenue
Portland, OR 97232-2736

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

Intergovernmental Agreement



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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 be amended only by written instrument signed by both parties.
13. Severability. If a court of competent jurisdiction finds any portion of this Agreement illegal or unenforceable, this Agreement nevertheless remains in full force and effect, and the offending provision shall be stricken.

Intergovernmental Agreement



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600 NE Grand Ave.
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This Agreement is dated as of the last signature date below.

COUNTY

METRO

By: _____

By: _____

Print name

Print name

Title

Title

Date

Date

Approved as to Form

Approved as to Form

By: _____

By: _____

Print name

Print name

Title

Title

Date

Date

Scope of Work



Metro

600 NE Grand Ave.
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- a) Term: July 1, 2026, to June 30, 2027.
- b) County Responsibilities:
 - 1. Provide to Metro a copy of County's Resolution, Ordinance, or signature of authorized representative approving this Agreement including all its attachments.
 - 2. Ensure that the activities specified in this Scope of Work have been completed within the requisite timeframe.
 - 3. Report to Metro each calendar year. By January 31, 2027, County must submit to Metro's Project Manager a complete annual report (AWRP report) demonstrating compliance with this Agreement for the activities worked on or completed from January 1 to December 31, 2026. By January 31, 2028, County must submit to Metro's Project Manager a complete AWRP report demonstrating compliance with this Agreement for the activities worked on or completed from January 1 to July 31, 2027.
 - 4. Provide Metro with cost data for disposal (garbage disposal, yard debris/organics disposal, and recycling processing charges) and other costs (direct costs and general/administrative costs) to support ongoing refinement of the Regional Composite Curbside Rate Graphic. By October 31, 2026, County must submit unincorporated Clackamas County data for the 2025 calendar year to Metro's Project Manager using the Metro provided report template. County is not required to report data for each city in the County cooperative.
- c) Metro Responsibilities:
 - 1. Provide technical assistance to County as necessary to develop, execute, monitor, and evaluate the activities outlined in the Scope of Work.
 - 2. Assist County on promotional and educational activities.
 - 3. Monitor the general program progress and review as necessary County's accounting records relating to program expenditures.
 - 4. Provide County with any necessary reporting templates.
- d) Budget and Terms of Payment:
 - 1. Once County completes Subsection b)1. of this Scope of Work and submits an invoice to Metro, Metro will disburse funds to County in accordance with this Agreement.
 - 2. Budgeted funds for FY2026-27 to County: \$508,656.00
 - 3. To receive funds, County's billing invoices must include the Metro contract number, county name, remittance address, invoice date, invoice number, and line-item invoice amounts for each of the program areas listed in Funding Methods and Use of Funds below. Invoices must be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736, or metroaccountspayable@oregonmetro.gov. An invoice submitted via email must include the county name and Metro contract number referenced in the email subject line. County must submit its billing invoices for activities through June 30 to Metro by July 13.
 - 4. Metro will disburse funds within 30 days of its approval of County's invoice.

This Scope of Work delineates the activities, reporting, and associated funding for local governments for fiscal year (FY) 2026-27.

FUNDING METHODS AND USE OF FUNDS

The following methods are currently used to calculate funding distributions for this agreement. Funds provided by Metro are to be used solely to implement the activities as set forth in this Scope of Work.

Scope of Work



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Per-capita distribution: Supports overall implementation of the 2030 Regional Waste Plan (RWP), Metro Code and administrative rules, and state law. Total program funding is determined annually based on the funds Metro has allocated for the AWRP in the adopted Metro budget. Funding for cities and counties is calculated based on their percentage of the Metro watershed (the entirety of Clackamas, Multnomah, and Washington Counties). Cities and counties included in this Agreement are listed in the table below.

Unincorporated Clackamas County	\$218,356
Barlow	\$166
Canby	\$22,730
Estacada	\$7,330
Gladstone	\$14,104
Happy Valley	\$33,275
Johnson City	\$629
Lake Oswego	\$48,780
Milwaukie	\$25,124
Molalla	\$12,339
Oregon City	\$45,149
Rivergrove	\$676
Sandy	\$15,342
West Linn	\$32,463
Wilsonville	\$32,193
Total	\$508,656

County and Metro recognize that the AWRP is a multi-year program and that future rounds of funding will depend in part on County's performance in implementing program activities during the term of this Agreement.

WORK GROUPS

County will continue to participate in work groups to collaboratively implement programs and activities in the region as appropriate.

COMPLIANCE WITH METRO REGIONAL SERVICE STANDARD

County must comply with Metro Code Chapter 5.15 and associated administrative rules:

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

Scope of Work



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3-YEAR WORK PLAN

Attachment B outlines RWP actions that have been identified as regional priorities and are included in County's 3-year work plan. Those actions are required under the RWP, Metro Code and administrative rules, and/or state law.

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

COMPLIANCE WITH STATE LAW

Local governments are responsible for ensuring their jurisdiction's compliance with state law (ORS 459A and OAR 340-090) (see Attachment A). Region-wide programs implemented by Metro serve to fulfill some of the minimum obligations of state law. The State has designated Metro as the representative for the Metro wasteshed, which includes Clackamas, Multnomah, and Washington Counties in their entirety. Local governments are responsible for completing and providing Metro with Opportunity to Recycle reports. Metro, as the wasteshed representative, will submit reports to the Department of Environmental Quality.

REPORTING

Local governments must report on the following. Metro will provide reporting templates.

Reporting Requirement	Format	Due Date
Regional Service Standard Compliance ➤ Metro Code Chapter 5.15 and Administrative Rules ➤ Residential Service: Actions 10.1, 10.2, 10.3, 10.5, and 10.6 ➤ General Education: Actions 6.2, 6.3, 6.5, 8.1, 8.5, 9.1, 9.3, and 15.1	➤ AWRP report (Metro-issued template) • Excel spreadsheet • Action Status Updates	January 31, 2027
Business Food Waste Requirement Compliance ➤ Metro Code Chapter 5.15 and Administrative Rules ➤ Actions 6.5, 8.1, and 10.1	➤ AWRP report • Action Status Updates ➤ Business Food Waste Requirement Report – Annual Reporting	January 31, 2027 January 7, 2027
Business Recycling Requirement Compliance ➤ Metro Code Chapter 5.15 and Administrative Rules	➤ AWRP report • Excel spreadsheet • Action Status Updates	January 31, 2027
Implementation status of actions in 3-year work plan (see Attachment B) *Encouraged to share 2-3 highlights/success stories from work in	➤ AWRP report • Action Status Updates	January 31, 2027

Scope of Work



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your jurisdiction which may be included in the annual RWP progress report		
Re-TRAC hauler reports	➤ Help ensure that haulers within County submit annual tonnage reports in Re-TRAC by Jan. 31, 2027 ➤ Work with Metro staff to review tonnage reports for accuracy by the DEQ reporting deadline	February 28, 2027
Regional Composite Curbside Rate Graphic data	➤ Metro-issued report template (Excel spreadsheet)	October 31, 2026
Opportunity to Recycle Report (see Attachment A)	➤ DEQ-issued reporting form <i>Metro will request report content by mid-February and submit to DEQ on behalf of County</i>	February 28, 2027
Actions not in 3-year work plan (if implemented)	➤ AWRP report • Action Status Updates	January 31, 2027

Attachment A: State Opportunity to Recycle Requirements

OAR 340-090-0030 General Requirements

This is an abbreviated summary of DEQ's requirements; refer to Oregon State Statute and Oregon Administrative Rules for the full description of requirements. Contact County's DEQ Regional Specialist with any questions.

1. If applicable, provide a place for the collection of materials identified in OAR 340-090-0630(4)(a), which includes the USCL, and used oil and scrap metal, is located at each permitted disposal site or located at an alternative location in the jurisdiction that is more convenient to the population being served by the disposal site.
2. Ensure that commingled recyclables that were collected pursuant to the USCL are delivered to a commingled recycling processing facility that has:
 - The commingled recycling facility has a valid DEQ permit; or
 - For a commingled recycling facility located outside of this state:
 - (i) The facility has a valid certificate; or
 - (ii) The facility has certified with DEQ that it otherwise met the requirements even though the facility did not hold a permit or certificate.
4. Ensure collection roll carts, bins and containers purchased are manufactured from at least 10 percent post-consumer recycled material and are certified by an independent verification standard, such as the Postconsumer Resin Certification Program established by the Association of Plastics Recyclers.
5. Ensure that only materials collected as part of a commingled recycling program have been identified for collection as part of the USCL, unless other materials have been approved by DEQ.
7. Provide on-route collection service for source separated recyclable materials, which includes the USCL at least once a month for all collection service customers within the city limits and within the urban growth boundary or metropolitan service district but outside of the city limits.
8. The city or county responsible for solid waste management must carry out a public education and promotion program that meets the following minimum requirements:
 - a. Provide initial notice to all new residential and commercial generators of their opportunity to recycle.
 - b. Provide a semi-annual notice to residential and commercial customers of the opportunity to recycle, including: materials collected, collection schedule, material preparation instructions, and why recycling is important.
 - c. Distribute written recycling information describing how and what to recycle and why it is important to recycle, to disposal site users when site attendants are present.
 - d. Have posted signs at non-attended disposal sites notifying users of materials accepted and hours of operation.
 - e. Have a procedure for citizen involvement in the city's education and promotion program.
 - f. Provide educational and promotional materials to local media.
 - g. Have a person identified as the official contact person for recycling education and promotion in the jurisdiction.

OAR 340-090-0030(7)(c) Contamination Reduction Programing

This is an abbreviated summary of DEQ's requirements; refer to Oregon State Statute and Oregon Administrative Rules for the full description of requirements. Contact County's DEQ Regional Specialist with any questions.

To the extent that funding is provided, establish and implement a program to reduce contamination that:

- Includes one or more local recycling contamination reduction goals that are consistent with statewide goals.
- Causes collected source separated recyclables to undergo periodic evaluation of collected material quality and contamination.
- Includes:
 - (i) At least one of each of the three types of contamination reduction program elements contained on the list established by the DEQ, or
 - (ii) Uses materials or methods that are at least as effective as materials or methods approved by DEQ.
- Includes, at least once every five years, a process for reviewing, and revising as appropriate, the local goals and local elements.

Attachment A: State Opportunity to Recycle Requirements

OAR 340-090-0040(3) Local Government Recycling Program Elements	
This is an abbreviated summary of DEQ's requirements; refer to Oregon State Statute and Oregon Administrative Rules for the full description of requirements. Contact County's DEQ Regional Specialist with any questions.	
Program Element	Description of program element (if implementing)¹
a. Residential Recycling Containers	Deliver to each residential collection service customer at least one durable recycling container with a volume of at least 12 gallons.
b. Weekly Same-Day-As Garbage Residential Curbside Recycling	Provide on-route collection at least once each week of source separated recyclable materials designated by OAR 340-090-0630(4)(b), which includes the USCL, to residential collection service customers provided on the same day that solid waste is collected from each customer.
c. Expanded Education and Promotion	Provide a recycling education and promotion program that is expanded from the minimum requirements described in the General Requirements.
d. Multi-family Dwelling Recycling	Establish and implement a collection program and provide educational and promotional information to multifamily residents.
e. Residential Yard Debris Collection and Home Composting	Establish and implement an effective residential yard debris program for the collection and composting of residential yard debris and promote home composting.
f. Commercial and Institutional Recycling	Establish and implement regular, on-site collection of source separated recyclable materials designated from commercial entities.
g. Expanded Recycling Drop-Off Depots	Establish additional recycling depots according to formula in Oregon Administrative Rules.
h. Collection Rates as Incentives	Establish collection rates for single family customers according to Oregon Administrative Rules.
i. Commercial and Institutional Composting	Implement a system to collect food waste from commercial and institutional entities, promote the program, and encourage food rescue.
j. Required Recycling, Large Commercial Generators	Implement a program that requires large commercial generators to source-separate recyclables and provide education and promotion.
k. Residential Food Waste Collection and Composting	Implement a program for on-route collection of food waste from residential customers and provide education and promotion.
l. Construction and Demolition Debris Recovery	Provide waste reduction and reuse education to C&D generators and promote regional program.
m. Required Food Waste Collection, Large Non-Residential Generators	Implement a food waste collection program requiring large nonresidential generators to source-separate food waste for recovery and provide education and promotion.

¹ Local governments are not required to implement all program elements but must select which program elements they wish to implement based on the criteria and minimum number of elements required in statute. Metro programming helps cities and counties in meeting some of these requirements.

Attachment A: State Opportunity to Recycle Requirements

Program Element	Description of program element (if implementing) ²
2. General Waste Prevention and Reuse Education and Promotion	Provide waste prevention education to residential and commercial generators at least four times per calendar year.
3. Residential Waste Prevention Campaign	Provide a waste prevention outreach campaign targeting residential generators and focus on one or more toxic or energy intensive materials or consumer purchasing practices.
4. Commercial Waste Prevention Campaign	Provide a waste prevention outreach campaign targeting a commercial or institutional generator and focus on one or more toxic or energy intensive materials or consumer purchasing practices.
5. School Education Program	Provide a waste prevention and reuse education program in elementary and secondary schools. Education should increase knowledge about actions that support waste prevention and reuse, and identify at least one specific waste generation behavior or practice targeted for change and barriers to that change.
6. Funding or Infrastructure Support for Reuse, Repair, Leasing or Sharing Efforts	Provide a program for city, county, or watershed funding or infrastructure support to promote and sustain reuse, repair, leasing, or sharing efforts.
7. Technical Assistance Program to Promote Reuse, Repair, Leasing or Sharing Efforts	Provide a program for the provision of city, county, or watershed technical assistance to promote and sustain the reuse, repair, or leasing of materials, or other sharing of efforts to reduce waste.
8. Food Rescue Program	Provide city, county, or watershed support for a food rescue program that diverts to residents food that would otherwise be composted or disposed.

² Local governments are not required to implement all program elements but must select which program elements they wish to implement based on the criteria and minimum number of elements required in statute. Metro programming helps cities and counties in meeting some of these requirements.

Attachment B: 3-Year Work Plan

Regional priority actions: 6.2, 6.3, 6.5, 8.1, 8.5, 9.1, 9.3, 10.1, 10.2, 10.3, 10.5, 10.6, 15.1

The above actions are primarily directed at ensuring that local governments provide comprehensive and consistent recycling and garbage services across the region. They include education, information, and technical assistance programs for residents and businesses about waste prevention, reuse, and recycling, and they are a condition of funding. These 13 actions are required to be part of each jurisdiction's 3-year work plan.

Additional actions: 1.1, 1.3, 5.4, 11.1, 14.4, Goal 17, Goal 18, Goal 19

The above listed goals and actions reflect a collaborative and coordinated approach among Metro, local governments, community-based organizations and private sector service providers. Metro and local governments have identified them as priorities. Each local government has selected additional actions for their work plan from this list.

For the July 2025 to June 2028 work plans, each local government was required to select a minimum number of actions based on the jurisdiction's population size. Each local government must report on these selected actions in their AWRP reports. Each jurisdiction started with the 13 regional priority actions (or 10 for populations under 50,000) and selected from the 5 additional actions listed above as well as the actions in Goals 17 through 19. Jurisdictions may choose to report on other actions they are working on in their AWRP reports, but that reporting is optional.

Table 1. Required number of actions by jurisdiction population size

Population	Under 50k	50 - 100k	100 - 200k	200 - 300k	300 - 400k	400 - 500k	500 - 600k	600 - 700k
Actions	10	16	17	18	19	20	21	22
Jurisdiction	Fairview, Troutdale, Multnomah County	Beaverton	Gresham	None	None	Clackamas County	Washington County	Portland

Attachment B: 3-Year Work Plan

Table 2. July 2025 to June 2028 Work Plan: Clackamas County

Action	Action Description Bold Regional priority	Activities (Clackamas County)
1.1	Increase representation of historically marginalized community members, including youth, on advisory committees, such as Metro and local government solid waste advisory committees.	• Ensure Solid Waste Committee (SWC) maintains geographic variation. • Explore SWC membership to include youth and/or other community members who haven't traditionally been represented on SWC. • Explore compensating and/or otherwise facilitating the participation of SWC members.
6.1	Provide culturally responsive and developmentally appropriate school-based education programs about the connection between consumer products, people and nature.	• Reach elementary age students. • Reach secondary age students. • Offer and provide bilingual (Eng/Spa) presentations.
6.2	Provide culturally responsive community education and assistance about the connections between consumer products, people and nature.	• Provide critical program materials in multiple languages including English, Spanish, Russian, Vietnamese, Simplified Chinese, Korean, and Thai. • Work with culturally specific partners to research and understand barriers and solutions to effective communication. • Strengthen partnerships with community-based organizations to implement culturally relevant engagement programs with communities of color; implement activities that build community-based organization capacity.
6.3	Provide and increase accessibility to education and tools to help residents and businesses reduce their use of the single use products with the greatest negative environmental impacts.	• In collaboration with regional partners, implement and promote the Choose to Reuse campaign. • Provide residents and businesses with technical assistance, information, and tools to reduce the use of single-use products. • Continue to promote bag ban, straws upon request, and other single-use reduction policies.

Attachment B: 3-Year Work Plan

Action	Action Description Bold Regional priority	Activities (Clackamas County)
6.5	Assist households and businesses in the adoption of practices that prevent the wasting of food and other high-impact materials.	• Provide technical assistance to food businesses to reduce food waste and implement the business food waste requirement. • Support Food Waste Stops with Me campaign through collaborative projects. • Continue to share and promote the Oregon Food Share Guide for schools to prevent the wasting of food. • Work with culturally specific partners to research and understand barriers and solutions to household and business food waste prevention. • Form partnerships with community-based organizations to implement culturally relevant engagement programs with communities of color; implement activities that build community-based organization capacity. • With regional partners and DEQ, merge the Eat Smart Waste Less and Bad Apple campaigns to streamline food waste reduction messaging. • Create a County food waste reduction webpage with basic information that can link to DontLetGoodFoodGoBad.org.
6.7	Implement recognition programs for business efforts to prevent waste and minimize the environmental impacts of the products they purchase.	• Offer and support businesses in obtaining LIS/LES certification and consider a cohort approach. • Update LIS/LES certification program as needed to ensure equitable access and current best practices. • Monitor statewide certification program and continue to assess value in keeping County certification program. • Explore development of green certification program for schools.
8.1	Support efforts to ensure that surplus edible food desired by agencies serving communities experiencing hunger in the region is made available to them.	• Provide one-on-one technical assistance to food businesses in a position to donate surplus edible food desired by agencies serving communities experiencing hunger. • Develop and use regionally consistent materials about the why and how of food donation in the region. • Develop and maintain ongoing partnership with food donation agencies of all types and sizes throughout the region. • Enhance local food donation infrastructure by helping build capacity and partnerships for local donation organizations.

Attachment B: 3-Year Work Plan

Action	Action Description Bold Regional priority	Activities (Clackamas County)
8.5	Invest in neighborhood-scale reuse and repair services and infrastructure.	• Continue hosting and promoting Repair Fair and repair resources across local governments' programming. • Continue to promote County's Library of Things. • Expand, maintain, and promote County's interactive refill, reuse, and rent map.
9.1	Provide culturally responsive education and assistance for garbage, recycling and reuse services to residents and businesses.	• Use culturally responsive education guidance, when available, to update annual education materials. • In collaboration with regional partners, incorporate Recycling Modernization Act/Circular Action Alliance likeness in a culturally responsive way into our recycle guides. • Continue outreach and technical assistance to multifamily communities, prioritizing underserved communities, underserved communities, and those not having received outreach in five years. • Work with culturally specific partners to research and understand barriers and solutions to effective communication. • Explore expanding Master Recycler community design program to all jurisdictions to engage multifamily residents on recycling contamination reduction and reuse.
9.3	Ensure that community education and volunteer development courses, such as Master Recycler, are relevant, accessible and culturally responsive to all communities.	• Support capacity building within Master Recyclers. • Form/strengthen partnerships with community-based organizations to design culturally relevant Master Recycler courses with communities of color; implement activities that build community-based organization capacity. • Promote the revamped Recycling 101 course (when available in English and Spanish) and consider a reimbursement offer for those who complete the course in a certain time frame.

Attachment B: 3-Year Work Plan

Action	Action Description Bold Regional priority	Activities (Clackamas County)
10.1	Provide comprehensive collection services and supporting education and assistance for source-separated recyclables, source separated food scraps and garbage, in compliance with state, regional and local requirements, including the Regional Service Standard, Business Recycling Requirement and Business Food Waste Requirement in Metro Code.	• Update County code, rules, or franchise or license agreements to reflect adopted Metro multifamily service standards (Metro Code Chapter 5.15 and associated administrative rules). • Implement County code, rules, or franchise or license agreements for business food waste requirement. • Continue to monitor and maintain business recycling requirement. • Demonstrate compliance with regional service standards (Metro Code Chapter 5.15 and associated administrative rules). • Provide education and outreach materials to haulers to meet state opportunity to recycle requirements. • Regularly monitor and review solid waste collection system to ensure compliance with state, regional, and local rules and regulations. • Track and report information to Metro to evaluate outcomes of business recycling and food waste requirements. • Provide technical assistance to businesses to support compliance with business recycling and food waste requirement.
10.2	Implement minimum service levels or performance standards for all collected materials for multifamily and commercial tenants	• Continue to identify multifamily communities that are missing streams and/or underserved. • Continue to educate multifamily communities on the property management responsibility to provide adequate service levels by sharing minimum and recommended levels in the annual multifamily mailer and/or multifamily e-newsletter.
10.3	Implement regional standards for collection container colors, signage and other related informational materials for single-family, multifamily and commercial services.	• Engage with collection companies, property management companies, and local housing organizations in order to distribute signage. • Continue to promote/offer signage in multifamily communications (emails, e-newsletter, order forms, etc.). • Support collectors and multifamily communities as container colors change to align with the requirement.

Attachment B: 3-Year Work Plan

Action	Action Description Bold Regional priority	Activities (Clackamas County)
10.5	Provide regularly occurring bulky waste collection service, with particular emphasis on multifamily communities and lower-income households.	• Continue to promote bulky waste collection options to multifamily communities. • Update bulky waste pricing to for more up-front pricing. • Research third parties that may be operating illegally by hauling bulky waste from multifamily communities. • Research and promote bulky waste reuse, as able.
10.6	Establish standards for collection areas for existing and newly constructed multifamily properties to ensure residents have adequate access to garbage, recyclables and food scraps collection containers.	• Participate in local-government-led regional planning for multifamily enclosure standards to determine scope and next steps. • Continue to review enclosures as part of County’s design review/land use process as it pertains to ZDO 1021. • Identify opportunities to support cities/collectors in enclosure design review and/or enclosure standards.
11.2	Improve feedback loops between haulers, local governments and Metro to address collection service issues for households and businesses.	• Collaborate regionally to improve customer service issues. • Consistently log collector complaints and share annually with collectors. • Continue to conduct annual customer satisfaction survey results and share with collectors. • Develop a process with Metro to formalize correspondence with the Recycling Information Center/event staff (inclement weather events, road closures, holiday trees, shred events, HHW collection events, etc.).
11.4	Provide services to clean up illegal dumps on public property, prioritizing communities with greatest need.	• Collaborate with LoveOne and/or other organizations to provide compassionate houseless community cleanups. • Continue to support County property cleanups.

Attachment B: 3-Year Work Plan

Action	Action Description Bold Regional priority	Activities (Clackamas County)
14.1	Implement transparent and consistent annual rate-setting processes for all collection service providers.	• Conduct annual rate review with CPA. • Invoice messaging and webpage messaging to inform customers of rate-setting process. • Improve transparency with visual representation of rate components. • Explore a formal bill-audit process for County (and Happy Valley) to ensure alignment with County's fee schedule and service standards.
14.4	Implement a low-income rate assistance program for residential collection services.	• Research existing programs. • Research discount levels/options and rate impact. • Propose program to SWC/BCC.
15.1	Implement regionally consistent contamination reduction efforts to improve material quality, including education, sorting instructions, collection equipment changes, and customer feedback methods.	• Have quarterly calibrations with Metro Recycling Info Center for materials acceptance and align on public facing names and descriptions. • Collaborate regionally on single family cart-tagging efforts to share best practices, strategies, etc. • Collaborate regionally on multifamily contamination reduction methodologies and share outcomes/lessons learned. • Collaborate regionally on business contamination reduction methodologies and share outcomes/lessons learned.

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



2025 Highlights from Annual Report to Metro

Below are *high* level highlights from 2025, illustrating the work accomplished using funds distributed from the **Metro Intergovernmental Agreement**:

- Attended 50+ events (including 14 repair fairs) throughout the County engaging ~3,500 people
- 854 Multifamily Annual Mailers sent to 671 communities reminding of annual recycling requirements and Regional Service Standards
- 297 Multifamily communities received technical assistance, resources, and/or outreach/education
- The County's recycle guides are translated into 7 different languages and we have many additional resources available in Spanish.
- Mailed or hand delivered 402 new business notification letters informing about local recycling and providing recycling signage and information on how to order additional resources
- Provided 686 in-depth consultations on food waste reduction topics to 328 food generators impacted by the food scraps requirement
- Created new webpages to promote [residential food waste prevention](#) (that links to state [website](#)) and [the new regional BYO program](#), Choose2Reuse
- Collaborated with Environmental Health to reach 1,202 food businesses with the English/Spanish 1pg flyer about food waste prevention through the annual license mailer.
- Recycling Guide postcard promoting the customer satisfaction survey sent to all addresses within the county (residential, multifamily, and business)
- Provided cafeteria waste audits to Lake Oswego High, John McLoughlin Elementary, Seth Lewelling Elementary, Spring Water Environmental School, Palisades World Language, and the International Leadership Academy
- Provided 657 ClearStreams and event recycling support to 59 events throughout the County

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON

In the Matter of an Agreement
between the City of Barlow
and Clackamas County

ORDER NO. 88-11

This matter coming on at this time to be heard, and it appearing to the Board that Winston Kurth, Director of Clackamas County Department of Transportation and Development, has recommended to this Board the adoption of an Agreement between the City of Barlow and Clackamas County for the collection and disposal of solid waste in and about the City of Barlow, and the Board being fully advised;

This Board finds that it would be in the best interest of Clackamas County to enter into said Agreement, now therefore

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

DATED this 7th day of January, 1988.

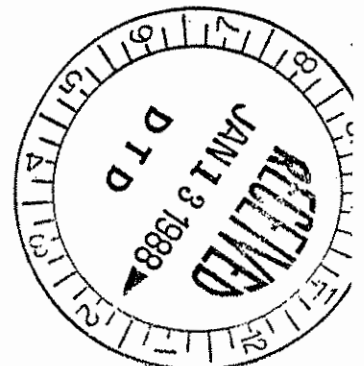
BOARD OF COUNTY COMMISSIONERS

Ed Lindquist
Ed Lindquist - Chairman

Dale Harlan
Dale Harlan - Commissioner

Darlene Hooley
Darlene Hooley - Commissioner

DTD



D. Phillips



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Canby (City) commencing November 1, 2009. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

Since 1990 Clackamas County has successfully met the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating in this process through the functional period of the newly adopted Regional Solid Waste Management Plan and in the development of future plans.

Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Canby, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, and Wilsonville. Additionally, County staff will continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.

This letter clarifies the City intends to continue its partnership with Clackamas County in the waste reduction program. The County will provide the activities listed in the Annual Waste Reduction Plan, write the final report, work with Metro in development of next year's plan elements, and keep the City apprised of activities within its boundary. This letter further clarifies the County will provide direct assistance to businesses, schools and government facilities within the City as applies to meeting the requirements of the regional Recycle @ Work program.

In return, the City authorizes Metro to annually distribute the City's appropriation of the monies intended to fund activities relative to the Regional Solid Waste Management Plan to Clackamas County until this agreement is terminated.



Ken Spigle – Manager
Community Environment Division

10-15-09

Date



Amanda Klock- Interim City Administrator
City of Canby

11-04-09

Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER

9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

RECEIVED

JUL 25 2008

CITY OF DAMASCUS

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Damascus (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

Since 1990 Clackamas County has been successful meeting the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating in this process through the functional period of the newly adopted Regional Solid Waste Management Plan and in the development of future plans.

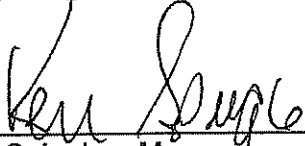
Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

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

continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.

This letter clarifies the City intends to continue its partnership with Clackamas County in the waste reduction program. The County will provide the activities listed in the Annual Waste Reduction Plan, write the final report, work with Metro in development of next year's plan elements, and keep the City apprised of activities within its boundary. This letter further clarifies the County will provide direct assistance to businesses, schools and government facilities within the City as applies to meeting the requirements of the regional Recycle @ Work program.

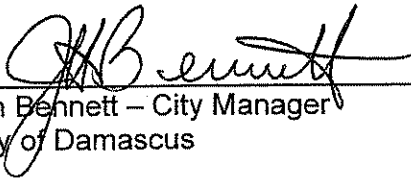
In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.



Ken Spiegle – Manager
Community Environment Division, Clackamas County

7-23-08

Date



Jim Bennett – City Manager
City of Damascus

7/28/08

Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Estacada (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

Since 1990 Clackamas County has been successful meeting the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating in this process through the functional period of the newly adopted Regional Solid Waste Management Plan and in the development of future plans.

Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, and Wilsonville. Additionally, County staff will continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.

This letter clarifies the City intends to continue its partnership with Clackamas County in the waste reduction program. The County will provide the activities listed in the Annual Waste Reduction Plan, write the final report, work with Metro in development of next year's plan elements, and keep the City appraised of activities within its boundary. This letter further clarifies the County will provide direct assistance to businesses, schools and government facilities within the City as applies to meeting the requirements of the regional Recycle @ Work program.

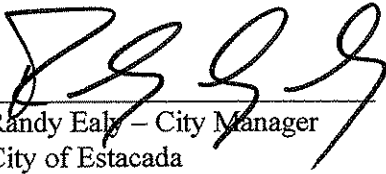
In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.



Ken Spiegle – Manager
Community Environment Division, Clackamas County

9-5-08

Date



Randy Ealy – City Manager
City of Estacada

9-8-08

Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Gladstone (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

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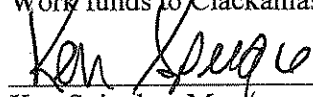
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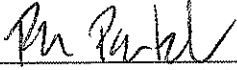
In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.



Ken Spiegle – Manager
Community Environment Division

7-30-08

Date



Ron Partch – Administrator
City of Gladstone

Aug 14-08

Date

INTERGOVERNMENTAL AGREEMENT

Between the City of Happy Valley and Clackamas County

This agreement is entered into this 18th day of September, 2007, between the City of Happy Valley ("City"), a municipal corporation of the State of Oregon, and Clackamas County ("County"), a political subdivision of the State of Oregon.

WHEREAS, ORS 190.003 TO 190.030 allows for units of local government to enter into agreement for the performance of any or all functions and activities which such units have authority to perform; and

WHEREAS, Clackamas County has adopted a Solid Waste and Waste Management Ordinance on June 10, 1970; and

WHEREAS, Clackamas County has franchised the collection of solid waste and collects certain fees from the collection of such solid waste; and

WHEREAS, the City desires a contractual relationship with the County whereby the County will be responsible for administering Solid Waste Management Services on behalf of the City; and

NOW THEREFORE, Clackamas County and the City of Happy Valley hereby agree to the following:

A. Effective Date and Termination

This Agreement shall commence on July 1, 2007 upon execution by both parties and continue until terminated by either party. A party may terminate the Agreement for any reason with 90 day written notice, or upon 30 days written notice for breach of the Agreement, including non-payment of fees appropriately due, provided the breach is not cured during the 30 day period.

B. The County Shall:

1. If requested by the City, make appropriate recommendations to City officials regarding acceptable solid waste management practices in the City.
2. Collect the appropriate franchise fees earned from City customers and provide quarterly reports to the City regarding the amount collected.

3. Ensure the franchised solid waste collector(s) serving the citizens of Happy Valley comply with all applicable rules and regulations commensurate with the provision of the service.
4. Review and investigate all rate adjustment requests, make recommendations and bring these requests and recommendations before the Clackamas Solid Waste Commission so that the Clackamas County Solid Waste Commission may make its recommendation to the Clackamas County Board of County Commissioners. Prepare the Annual Waste Reduction Plan and required reports for Metro and the Department of Environmental Quality (DEQ).
5. Perform the tasks associated with meeting the requirements of the Annual Waste Reduction Plan, additional programs required of Metro to meet the requirements of the Regional Solid Waste Management Plan, and any programs required by the DEQ.
6. Prepare applications, administer and report to Metro, the County, and if requested, the City on the results of Metro funded projects.

C. The City shall:

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

D. Compensation

The County currently collects a five percent (5%) franchise fee on gross collection revenues (less revenue from the sale of recyclables and from customer payment of disposal from drop box service). Additionally, the County may receive grant money from Metro to perform the requirements of the County's Annual Waste Reduction Plan. The amount of money is predicated on the population being served. From time to time Metro may budget additional moneys to pay directly to local governments based on other metrics.

The County shall retain one-half of the franchise fee collected from solid waste customers within the boundaries of the City of Happy Valley as compensation for performing the services under this agreement. The franchise fee report and the balance of the fees shall be delivered to the City forty-five (45) days past the last day of the quarter in question.

Further, the City shall request Metro send the monies apportioned annually to the City of Happy Valley for carrying out the responsibilities required of the Regional Solid Waste Management Plan directly to the County.

Compensation is subject to review ninety (90) days prior to the end of each fiscal year. The purpose of this review is to determine whether the actual costs being incurred align with the revenue distribution in the agreement.

E. Attorney Fees

In the event any party files litigation to enforce this Agreement, or any portion thereof, the prevailing party shall be entitled to reasonable attorney fees and costs, including any fees and costs incurred in an appeal, as determined by the appropriate court.

F. Amendment

This Agreement may be amended within its current term or any successive term by the joint agreement of the parties. To be effective, all amendments shall be in writing and signed by authorized representatives of each party.

G. Hold Harmless

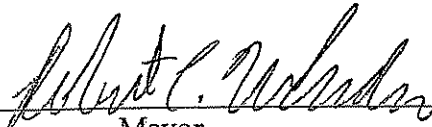
Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, the City shall hold harmless and indemnify County, its officers, employees, and agents against any and all claims, damages, losses and expenses (including attorney(s) fees and costs), arising out of, or resulting from the County's performance of this Agreement when the loss or claim is attributable to the acts or omissions of the City.

Subject to the limits of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, County shall hold harmless and indemnify City, its officers, employees, and agents against all claims, damages, losses and expenses (including all attorney (s) arising out of or resulting from County's performance of this Agreement when the loss or claim is attributable to the acts and omissions of County.

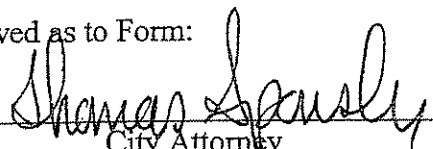
H. Severability

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

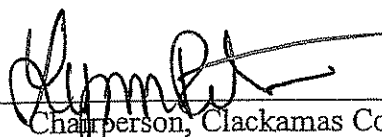
CITY of Happy Valley

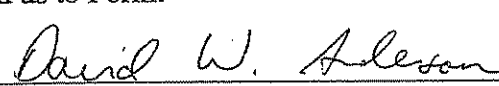
By:  Date: 09/18/07
Mayor

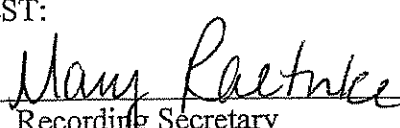
ATTEST:
By:  Date: 9/18/07
City Recorder

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

CLACKAMAS COUNTY

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

Approved as to Form:
By:  Date: 2/7/08
County Counsel

ATTEST:
By:  Date: 2-7-08
Recording Secretary



DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 19, 2026

BCC Agenda Date/Item: 20260319 IV.D.1

Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Agreement with the City of Lake Oswego for recycling contamination reduction programs. Agreement Value is approximately \$170,000 for 1 year. Funding is through Metro. No County General Funds are involved.

Previous Board Action/Review	- December 18, 2025 Board approved a Primary Funding Agreement to receive funds from Circular Action Alliance. - December 4, 2025 Board approved the Financial Assistance Lifecycle Form for the Primary Funding Agreement. - October 2, 2025 Board approved Annual Intergovernmental Agreement with Metro to implement the FY 25-26 Annual Waste Reduction and Recycle at Work program.		
Performance Clackamas	-Ensure Safe, Secure, and Livable Communities by providing community access to safe, convenient, recycling services and waste prevention education.		
Counsel Review	Yes	Procurement Review	NA
Contact Person	Rick Winterhalter	Contact Phone	(503) 742-4466

EXECUTIVE SUMMARY:

Background

In Clackamas County, the Department of Transportation and Development's (DTD) Sustainability and Solid Waste Program (SSW) provides countywide recycling and waste reduction programs, and performs mandatory reporting related to provision of these programs. This work is done on behalf of cities within the County through:

- A 2008 *Letter of Understanding* for provision of countywide recycling and waste reduction programs and activities that apply to cities in the county, including reports to the Oregon Department of Environmental Quality (DEQ) and Metro on these programs and activities on behalf of cities. Funding for this work is through Metro.
- The *Clackamas County Recycling Partnership*, where the County and

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cities coordinate and share resources to meet the outreach and education requirements of the Opportunity to Recycle Act/Recycling Modernization Act (RMA) and regional waste plans. Under this partnership the County provides countywide recycling and waste reduction programs and activities that meet many of the requirements of ORS 459A that apply to cities in the county, and reports to DEQ and Metro on these programs and activities on behalf of cities in the partnership.

To fund this work and meet the requirements of the Opportunity to Recycle Act, beginning in 1991 participating cities agreed to allow the County to receive their allocation of Metro funds. In 2008 this agreement was formalized via a Memorandum of Understanding (MOU), which is still in effect and annually supported by the County's IGA with Metro.

Recycling Modernization Act

In 2021 the Oregon Legislature enacted Senate Bill 582, the *Plastic Pollution and Recycling Modernization Act (RMA)*, which will update Oregon's recycling system by expanding access to recycling services and upgrading recycling facilities across the state. The RMA creates new requirements, and a funding source, for local governments to implement mandatory new programs to reduce contamination in recycling streams and report on these activities to Oregon DEQ. The RMA provides up to \$3.00 per capita to local governments for implementing contamination reduction programs.

In keeping with past practice, DTD's Sustainability & Solid Waste Program proposed to carry out countywide recycling programs-including but not limited to contamination reduction programming- on behalf of cities in the partnership. Each of the cities in the partnership completed a DEQ required Funding Authorization Form where they designated the County to receive the funding for eligible activities that are carried out to meet RMA obligations. On December 18, 2025, the Board approved the County's Primary Funding Agreement with the state sanctioned Producer Responsibility Organization (PRO), Circular Action Alliance (CAA) allowing the County to receive funding for our work, including work performed on behalf of cities.

The new work required by the RMA, and the additional funding source, required this new IGA with the City of Lake Oswego to allow the County to perform the work on behalf of the city.

RECOMMENDATION:

Staff respectfully recommends the Board of County Commissioners approve and sign the Intergovernmental Agreement between Clackamas County and the City of Lake Oswego to meet the Opportunity to Recycle, Plastic Pollution and Recycling Modernization Act [ORS 459A; OAR 340-90].

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development

**Intergovernmental Agreement between
Clackamas County and
City of Lake Oswego**

**Opportunity to Recycle, Plastic Pollution and Recycling Modernization
[ORS 459A; OAR 340-090]**

1. Purpose

This Agreement is entered into between the City of Lake Oswego (the “City”) and Clackamas County (the “County”) for the cooperation of units of local government under the authority of ORS 190.010. This Agreement provides for the County, on behalf of the City and as a part of the Clackamas County Recycling Partnership, to meet the requirements of the Opportunity to Recycle Act, including the Recycling Modernization Act (OAR chapter 340, division 90) as applicable to the City, in carrying out certain county-wide recycling programs and activities, including but not limited to recycling, waste prevention, and contamination reduction programming.

2. Background

Through the Clackamas County Recycling Partnership, the County provides county-wide recycling and waste reduction programs and activities that meet many of the requirements of Oregon’s “Opportunity to Recycle Act” (ORS chapter 459A) that apply to the metropolitan service district (Metro) for Clackamas, Multnomah, and Washington counties and the cities therein, including the City, to develop integrated solid waste management plans—the Regional Waste Plan (RWP)—and implement associated activities to meet goals established by the Oregon Department of Environmental Quality (DEQ). The County also reports to DEQ via Metro, the watershed representative, on these programs and activities on behalf of cities in the partnership, including the City.

Key components of meeting the goals established in the RWP are directly related to the activities of the solid waste collection franchisee(s). Some of the collection practices considered to be standard components of the RWP include but are not limited to: 1) Weekly collection of the uniform statewide collection list (commingled recycling); 2) Collection of glass separated from other recyclables; and 3) Providing the opportunity for all business and multifamily communities to have recyclables collected. Metro maintains regional service standards (RSS) that detail minimum solid waste and recycling collection service levels to be provided for compliance with Opportunity to Recycle Act requirements.

The Plastic Pollution and Recycling Modernization Act [SB 582 (1921)] created requirements (starting in 2025) for cities to provide for recycling in their communities, including by collecting a uniform statewide list of materials and implementing new contamination reduction programs. Local governments may receive compensation for eligible costs to implement these additional requirements from the statewide Producer Responsibility Organization (PRO), Circular Action Alliance (CAA). Local governments may elect to receive PRO funding directly or may authorize service providers and/or other entities that incur eligible costs to receive compensation directly from the PRO for activities conducted (and reporting) for their community.

The RWP, Metro Code and rules, and state law related to waste reduction and recycling requires implementation throughout the entirety of the Metro watershed. Local governments may receive compensation annually based on the funds Metro has allocated for the Annual Waste Reduction Plan (subset of RWP) in the adopted Metro budget. Local governments may elect to receive Metro funding directly or may authorize the County to receive compensation directly from Metro for the activities conducted (and reporting) for their community.

3. Scope of Work

- A. In keeping with the Clackamas County Recycling Partnership, the County shall carry out the recycling programs and activities—including but not limited to waste reduction and contamination reduction planning, program implementation, and education—that meet the requirements of OAR chapter 340, division 90, on behalf of the City.
- B. The County shall represent the City in the planning effort, in collaboration with regional partners and service providers where appropriate, to develop one or more funding agreements with the producer responsibility organization that designate how funds will be distributed to meet those requirements for the City, pursuant to the planning efforts of the Clackamas County Recycling Partnership. With the City's prior authorization, this may include distribution of funds directly to the City's franchised hauler.
- C. Pursuant to the delegation of authority below, the County shall file such reports as may be necessary with DEQ to acknowledge receipt and to report eligible expenses, and to otherwise act as required or permitted by OAR chapter 340, division 90, on behalf of the City.
- D. The County shall have an opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee(s) presented to the City for the purpose of ensuring continued compliance with the RSS and with RWP and Opportunity to Recycle Act requirements. The County agrees to present the findings of the review to the City.
- E. The County shall provide the City with standardized forms to request annual production and financial data from the City's solid waste collection franchisee for use in the City's annual review and establishment of service rates. The City shall request that their franchisee share the City-specific data with the County for the County's annual review to support standardized data collection and compliance with Opportunity to Recycle Act and Plastic Pollution and Recycling Modernization Act requirements for fees. The County may request other City-specific operational data from the City's franchisee as needed to support compliance with state and local recycling requirements and programming.

4. Delegation of Authority by City to County. The City designates the County as its authorized agent to receive eligible compensation directly from the producer responsibility organization through DEQ's Funding Authorization Process pursuant to OAR 340-090-0810.

5. Term and Termination

- A. This Agreement becomes effective on January 1, 2026, and shall be automatically renewed each calendar year unless otherwise terminated as provided herein.

- B. Either party may terminate this Agreement at the end of the then-current calendar year by providing notice to the other party at least ninety (90) days before the end of that calendar year. Where this Agreement is terminated at the end of a calendar year, the County shall complete all reporting requirements for that calendar year.
- C. Either party may terminate this Agreement in the event of a breach of the Agreement by the other party. Prior to such termination, however, the party seeking the termination shall give the other party written notice of the breach and of the party's intent to terminate. If the breaching party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- D. Neither party shall be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- E. Either party may terminate this Agreement in the event the terminating party fails to receive expenditure authority sufficient to allow that party, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the terminating party is prohibited from performing under the Agreement. The terminating party shall give written notice of termination stating the effective date of the termination.
- F. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

6. General Provisions.

A. Liability.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify and hold harmless the City, its officers, elected officials, agents, and employees, from and against all third party claims and actions, and all expenses incidental to the investigation and defense thereof, including reasonable attorney fees, arising out of or based upon damage or injuries to persons or property caused by the negligent acts or omissions of the County, its employees or agents, while performing under this Agreement.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify and hold harmless the County, its officers, elected officials, agents, and employees, from and against all third party claims and actions, and all expenses incidental to the investigation and defense thereof, including reasonable attorney fees, arising

out of or based upon damage or injuries to persons or property caused by the negligent acts or omissions of the City, its employees or agents, while performing under this Agreement.

- B. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it, shall be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of the County, without giving effect to the conflict of law provisions thereof. Any claim between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, that, if a claim must be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. The City hereby consents to the in personam jurisdiction of the courts referenced in this section.
- C. **Compliance with Applicable Law.** The parties shall comply with all applicable local, state, and federal ordinances, statutes, laws, and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- D. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other party.
- E. **Access to Records.** The City shall retain, maintain, and keep accessible all records relevant to this Agreement (the "Records") for a minimum of six (6) years following termination of or full performance under this Agreement, or for any longer period as may be required by applicable law, or until the conclusion of an audit, controversy, or litigation arising out of or related to this Agreement, whichever is later. The City shall maintain all financial Records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, the City shall permit the County's authorized representatives access to the Records at reasonable times and places for purposes of examining and copying.
- F. **Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the County. The County shall own any and all data, documents, plans, copyrights, specifications, working papers, and other materials produced in connection with this Agreement.
- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon the appropriation of funds. Any provisions herein that conflict with the above-referenced laws are deemed inoperative to that extent.

- H. Severability. If any provision of this Agreement is found to be unconstitutional, illegal, or unenforceable, this Agreement nevertheless shall remain in full force and effect, and the offending provision shall be stricken. The court or other authorized body finding such provision unconstitutional, illegal, or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.
- I. Integration, Amendment, and Waiver. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the parties regarding the subject matter described herein. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by such party of that or any other provision.
- J. Interpretation. The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. Independent Contractor. Each party shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee, or contractor of one party shall be deemed to be a representative, agent, employee, or contractor of the other party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture, or similar relationship, and each party hereby specifically disclaims any such relationship.
- L. No Third-Party Beneficiary. The City and the County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- M. Subcontract and Assignment. The City shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. The County's consent to any subcontract shall not relieve the City of any of its duties or obligations under this Agreement.
- N. Counterparts. This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, and all of which shall constitute the same instrument.
- O. Survival. All provisions in this Section 6 shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.

Signatures on next page.

Signed:

CLACKAMAS COUNTY

By: Craig Roberts

Title: Clackamas County Board Chair

Date: 3/19/2026

CITY OF LAKE OSWEGO

By: [Signature]

Title: CITY MANAGER

Date: 1/23/24

Approved as to Form:

[Signature]
Ellen Osoinach, City Attorney



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Milwaukie (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

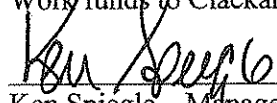
Since 1990 Clackamas County has been successful meeting the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating in this process through the functional period of the newly adopted Regional Solid Waste Management Plan and in the development of future plans.

Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, and Wilsonville. Additionally, County staff will continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.

This letter clarifies the City intends to continue its partnership with Clackamas County in the waste reduction program. The County will provide the activities listed in the Annual Waste Reduction Plan, write the final report, work with Metro in development of next year's plan elements, and keep the City apprised of activities within its boundary. This letter further clarifies the County will provide direct assistance to businesses, schools and government facilities within the City as applies to meeting the requirements of the regional Recycle @ Work program.

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



Ken Spiegle – Manager
Community Environment Division

7-30-08

Date



JoAnn Herrigel – Community Services Director
City of Milwaukie

8/1/08

Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Molalla (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

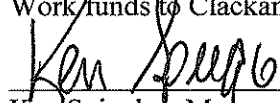
Since 1990 Clackamas County has been successful meeting the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating in this process through the functional period of the newly adopted Regional Solid Waste Management Plan and in the development of future plans.

Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, and Wilsonville. Additionally, County staff will continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.

This letter clarifies the City intends to continue its partnership with Clackamas County in the waste reduction program. The County will provide the activities listed in the Annual Waste Reduction Plan, write the final report, work with Metro in development of next year's plan elements, and keep the City apprised of activities within its boundary. This letter further clarifies the County will provide direct assistance to businesses, schools and government facilities within the City as applies to meeting the requirements of the regional Recycle @ Work program.

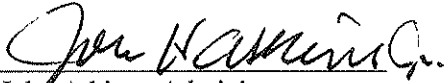
In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.



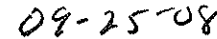
Ken Spiegle – Manager
Community Environment Division



Date



John Atkins - Administrator
City of Molalla



Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the River Cities Environmental Services District (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

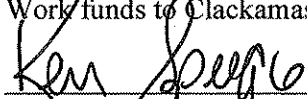
Since 1990 Clackamas County has been successful meeting the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating in this process through the functional period of the newly adopted Regional Solid Waste Management Plan and in the development of future plans.

Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

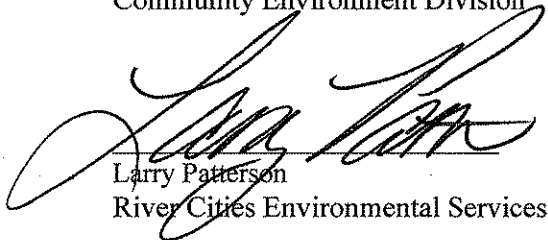
Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, and Wilsonville. Additionally, County staff will continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.

This letter clarifies the City intends to continue its partnership with Clackamas County in the waste reduction program. The County will provide the activities listed in the Annual Waste Reduction Plan, write the final report, work with Metro in development of next year's plan elements, and keep the City apprised of activities within its boundary. This letter further clarifies the County will provide direct assistance to businesses, schools and government facilities within the City as applies to meeting the requirements of the regional Recycle @ Work program.

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


Ken Spiegle – Manager
Community Environment Division

7-30-08
Date


Larry Patterson
River Cities Environmental Services District

9/23/08
Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Sandy (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

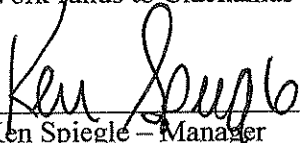
Since 1990 Clackamas County has been successful meeting the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating in this process through the functional period of the newly adopted Regional Solid Waste Management Plan and in the development of future plans.

Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

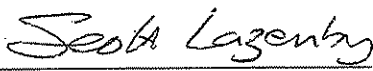
Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, and Wilsonville. Additionally, County staff will continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.

This letter clarifies the City intends to continue its partnership with Clackamas County in the waste reduction program. The County will provide the activities listed in the Annual Waste Reduction Plan, write the final report, work with Metro in development of next year's plan elements, and keep the City apprised of activities within its boundary. This letter further clarifies the County will provide direct assistance to businesses, schools and government facilities within the City as applies to meeting the requirements of the regional Recycle @ Work program.

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


Ken Spiegle - Manager
Community Environment Division

7-30-08
Date


Scott Lazenby - City Manager
City of Sandy

8/1/08
Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Wilsonville (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

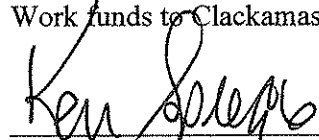
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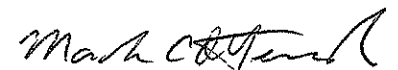
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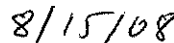
Ken Spiegle – Manager
Community Environment Division



Date



Mark C. Ottenad
City of Wilsonville



Date