

ORDINANCE No.

Authorize an Intergovernmental Agreement with Metro for a total amount of \$839,351 for the Annual Waste Reduction Plan, Business Technical Assistance & Outreach, and Business Food Waste Requirement (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. Metro has notified the City of Portland's Bureau of Planning and Sustainability (BPS) that Metro will award BPS \$839,351 in FY 20-21. The funding is intended to support Metro's work in the following areas: Annual Waste Reduction Services for \$348,062; Business Technical Assistance & Outreach for \$413,889; and Business Food Waste Requirement for \$77,400.
2. The funding amount of \$838,674 was included in BPS' FY20-21 Adopted Budget, and the remaining balance of \$677 will be appropriated in the Spring BMP of 2021.
3. Metro funds continue to support mutual regional and citywide goals for improved efforts in waste reduction, recycling and composting programs.
4. No City match is required.

NOW, THEREFORE, the Council directs:

- a. The Mayor is hereby authorized to accept on behalf of the City of Portland funding from Metro in the amount of \$839,351 and to execute an intergovernmental agreement with Metro, substantially similar to Exhibit A.
- b. The Office of Management & Finance's Grants Office is authorized to perform all administrative matters related to the grant application, grant agreement or amendments, requests for reimbursement from the grantor, and to submit required online grant documents on the Mayor's behalf.
- c. The BPS Director is authorized to execute any subsequent modifications to this intergovernmental agreement, provided such modifications do not increase the City of Portland's financial obligation or risk. Any modifications that increase the City's financial obligation or risk must be authorized by the City Council.

Passed by the Council:

Commissioner Carmen Rubio
Prepared by: Amanda Romero
Date Prepared: 11/1/2020

Mary Hull Caballero
Auditor of the City of Portland
By

Deputy

Agenda No.
ORDINANCE NO.
Title

Authorize an Intergovernmental Agreement with Metro for a total amount of \$839,351 for the Annual Waste Reduction Plan, Business Technical Assistance & Outreach, and Business Food Waste Requirement (Ordinance)

<p style="text-align: center;">INTRODUCED BY Commissioner/Auditor: Commissioner Rubio</p>	<p>CLERK USE: DATE FILED <u>January 19, 2021</u></p>
<p style="text-align: center;">COMMISSIONER APPROVAL</p>	<p style="text-align: center;">Mary Hull Caballero Auditor of the City of Portland</p> <p>By: <u>Keelan McClymont</u> Deputy</p> <p style="font-size: small;">Digitally signed by Keelan McClymont Date: 2021.01.19 20:46:51 -08'00'</p>
<p>Mayor—Finance & Administration - Wheeler</p>	
<p>Position 1/Utilities - Rubio <small>Carmen Rubio Digitally signed by Carmen Rubio Date: 2021.01.19 10:28:00 -08'00'</small></p>	
<p>Position 2/Works - Ryan</p>	
<p>Position 3/Affairs - Hardesty</p>	
<p>Position 4/Safety - Mapps</p>	
<p style="text-align: center;">BUREAU APPROVAL</p>	
<p>Bureau: BPS Bureau Head: <u>Andrea Durbin</u> <small>Digitally signed by Andrea Durbin Date: 2020.12.07 13:13:46 -08'00'</small></p>	
<p>Prepared by: <u>Amanda Romero</u> Date Prepared: <u>11/1/2020</u></p>	
<p>Impact Statement Completed <input checked="" type="checkbox"/> Amends Budget <input type="checkbox"/></p>	
<p>Portland Policy Document If "Yes" requires City Policy paragraph stated in document. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	
<p>City Auditor Office Approval: required for Code Ordinances</p>	
<p>City Attorney Approval: required for contract, code, easement, franchise, comp plan, charter <small>Digitally signed by Maja Hatum Date: 2020.12.04 13:37:56 -08'00'</small></p>	
<p>Council Meeting Date <u>January 27, 2021</u></p>	

AGENDA
<p>TIME CERTAIN <input type="checkbox"/></p> <p>Start time: _____</p> <p>Total amount of time needed: _____ (for presentation, testimony and discussion)</p>
<p>CONSENT <input checked="" type="checkbox"/></p>
<p>REGULAR <input type="checkbox"/></p> <p>Total amount of time needed: _____ (for presentation, testimony and discussion)</p>

FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:		
		YEAS	NAYS
1. Rubio	1. Rubio		
2. Ryan	2. Ryan		
3. Hardesty	3. Hardesty		
4. Mapps	4. Mapps		
Wheeler	Wheeler		

Intergovernmental Agreement

Metro Contract No. 937048

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 the City of Portland, by and through its Bureau of Planning and Sustainability, hereinafter referred to as “City”, a municipal corporation organized under the laws of the State of Oregon and the City Charter, located at 1900 SW 4th Avenue, Portland, Oregon 97201.

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

1. Purpose. The purpose of this Agreement is to establish the responsibilities of the parties in implementing the FY 2020-21 Metro and Local Government Annual Waste Reduction Plan, Business Technical Assistance & Outreach, and Business Food Waste Requirement.

2. Term. This Agreement shall be effective July 1, 2020, and shall remain in effect through June 30, 2021 unless earlier terminated in conformance with this Agreement, or extended by written amendment signed by both parties. Costs for this project may be incurred beginning July 1, 2020.

3. Services Provided and Deliverables. City and Metro shall perform the services described in the attached Scope of Work, which is made part of this Agreement by reference, and otherwise fully comply with the provisions in Exhibit A: Scope of Work (Attachments A, B, C and D).

4. Payment for Services. Metro shall pay City for Annual Waste Reduction services performed and materials delivered in the maximum sum of THREE HUNDRED FORTY-EIGHT THOUSAND, SIXTY-TWO AND NO/100THS DOLLARS (\$348,062.00) and for Business Technical Assistance & Outreach services performed and materials delivered in the maximum sum of FOUR HUNDRED THIRTEEN THOUSAND, EIGHT HUNDRED EIGHTY-NINE AND NO/100THS DOLLARS (\$413,889.00) and Business Food Waste Requirement services performed and materials delivered in the maximum sum of SEVENTY-SEVEN THOUSAND, FOUR HUNDRED AND NO/100THS DOLLARS (\$77,400.00) in the manner and at the time designated in the Scope of Work.

Intergovernmental Agreement

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. Grant Funds due after June 30 of any given year are subject to funds being appropriated by the Metro Council. 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, nor any other legally available revenues, taxes or other funds to make the payments described in the Scope of Work. Metro will provide sixty (60) calendar days' written notice to City prior to a budget adjustment that reduces grant funds to the City. If Metro reduces grant funds to the City, the parties will execute an amendment to this Agreement that reduces the City's responsibilities under this Agreement to correspond to Metro's reduction in grant funds.

5. Insurance. City is self-insured for liability and worker's compensation insurance coverage. A certificate of self-insurance is available for Metro upon request.

6. Indemnification. Subject to the limits of the Oregon Constitution and Oregon Tort Claims Act, City shall hold harmless Metro, its officers and employees from any claims or damages or property or injury to persons or for any penalties or fines, which may be occasioned in whole or in part by City's actions under this Agreement. Subject to the limits of the Oregon Constitution and Oregon Tort Claims Act, Metro shall hold harmless City, its officers and employees from any claims or damages or property or injury to persons or for any penalties or fines, which may be occasioned in whole or in part by Metro's actions under this Agreement.

7. Termination. This Agreement may be terminated by either party without cause upon giving ninety (90) calendar days' written notice of intent to terminate. This Agreement may be terminated with less than ninety (90) calendar days' notice if a party is in default of the terms of this Agreement. In the case of a default, the party alleging the default shall give the other party at least thirty (30) calendar days' written notice of the alleged default, with opportunity to cure within the thirty (30)

Intergovernmental Agreement

calendar-day period. Termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

8. State Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279A, B & C and to the extent those provisions apply, they are incorporated into this Agreement by reference. Specifically, it is a condition of this Agreement that all employers working under this Agreement are subject employers that will comply with ORS 656.017.

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

For City:

Jill Kolek
City of Portland
1900 SW 4th Avenue, Ste. 7100
Portland, OR 97201

For Metro:

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

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

For City:

Jill Kolek
City of Portland
1900 SW 4th Avenue, Ste. 7100
Portland, OR 97201
(503) 823-7590

For Metro:

Jennifer Erickson
Metro
600 NE Grand Ave.
Portland, OR 97232
(503) 797-1647

City may change the above- designated Project Manager by written notice to Metro. Metro may change the above-designated Project Manager by written notice to City.

10. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party without prior written approval by the other party.

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



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

Intergovernmental Agreement

12. Severability. If any portion of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken.

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

CITY OF PORTLAND

METRO

By: _____

By: _____

Print name and title

Print name and title

Date

Date

Intergovernmental Agreement

Scope of Work – Exhibit A

Attachment A

SCOPE OF WORK: Annual Waste Reduction Plan

- a) Term: July 1, 2020 to June 30, 2021.
- b) City's responsibilities. City shall:
 1. Provide to Metro a copy of City's Resolution, Ordinance, or signature of authorized representative approving this Intergovernmental Agreement including all of its attachments.
 2. Ensure that by June 30, 2021, the activities specified in Attachments A and D have been completed.
 3. On or before August 1, 2021, submit the following:
 - A) A completed reporting template.
 - B) Demonstrated compliance with applicable state law and the Regional Waste Plan.
- c) Metro Responsibilities. Metro shall:
 1. Provide technical assistance to City as necessary to develop, execute, monitor, and evaluate the project.
 2. Provide assistance to City on promotional and educational activities.
 3. Monitor the general project progress and review as necessary City's accounting records relating to project expenditures.
 4. Provide City with any necessary reporting templates.
- d) Budget and Terms of Payment:
 1. Upon completion of section (b)(1) of this Scope of Work, Metro shall pay City \$348,062.00 in one lump sum. City's billing invoices shall include the Metro contract number, City name, remittance address, invoice date, invoice number, and invoice amount. City's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. City's billing invoices for goods and services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of City's invoice.
 2. City and Metro recognize that the Metro and Local Government Annual Waste Reduction Plan is a multi-year program and that future rounds of funding will depend in part on City's performance in implementing program activities during the term of this contract.

Intergovernmental Agreement

Scope of Work – Exhibit A

Attachment B

SCOPE OF WORK: Business Technical Assistance & Outreach

- a) Term: July 1, 2020 to June 30, 2021.
- b) City's responsibilities. City shall:
 1. Hire and train individuals as staff or contractors who work in the City's offices or external contractors whose primary responsibilities and duties are to provide waste prevention and recycling technical assistance and Business Recycling Requirement compliance services to businesses in Portland.
 2. Implement the Regional Service Standard: Business, Business Recycling Requirement and Business Recycling Annual Outreach Plan sections in Attachment D that identify the City's strategy for targeting and recruiting businesses for waste prevention and recycling assistance and compliance with business recycling requirements.
 3. On or before August 1, 2021, submit an annual progress report on the accomplishments of the business assistance program, including:
 - A) A completed end-of-year report in a form provided by Metro and that includes:
 - i) A narrative on the successes and challenges of the business assistance program;
 - ii) Overall expenditures and Metro funds spent on the business assistance program during the fiscal year (July 1, 2020 through June 30, 2021);
 - iii) A list of staff who worked on business assistance during the fiscal year (July 1, 2020 through June 30, 2021), their level of full-time equivalent (FTE) work time spent on business assistance, and their source of funding (Metro or local government)
 - B) Data collected for each business assisted through the program including contact information and type of assistance provided
 4. Make resources available to businesses as appropriate for the City.
 5. Establish a compliance program for the Business Recycling Requirement consistent with applicable Metro Code and associated Administrative Rule and provide written description to Metro.
- c) Metro Responsibilities. Metro shall:
 1. Provide resources and staff time to City to develop, execute, monitor, and evaluate the Business Technical Assistance and Outreach program.
 2. Monitor the general program progress and review as necessary, City's accounting records relating to Business Technical Assistance and Outreach program expenditures.
 3. Notify the City of Metro business assistance or pilots and any other business recruitment scheduled for the term of the IGA.
 4. Provide the City with standardized reporting forms for annual progress reports.

Intergovernmental Agreement

Scope of Work – Exhibit A

5. Review and revise the program goals and budget as needed in conjunction with the Solid Waste Directors.
6. Conduct an evaluation of the program as needed, which may include on-site visits to businesses by Metro staff or independent third-party contractors.

d) Budget and Terms of Payment:

1. Metro shall pay City \$413,889.00 in one lump sum. City's billing invoices shall include the Metro contract number, City name, remittance address, invoice date, invoice number, and invoice amount. City's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. City's billing invoices for goods and services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of City invoice.

Attachment C

SCOPE OF WORK: Business Food Waste Requirement

- a) Term: July 1, 2020 to June 30, 2021.
- b) City's responsibilities. City shall:
 1. Submit to Metro a revised Business Food Waste Requirement Implementation Plan no later than February 1, 2021.
 2. Utilize funding to support program implementation and to purchase program-related equipment and supplies.
 3. Participate in the Commercial Work Group (CWG) and CWG Food Scraps Subcommittee for the purpose of collaborating on multijurisdictional food-generating business assistance, implement activities in the CWG Program Plan for FY 20-21 and participate in regional trainings.
 4. Utilize the Food Scraps Program Evaluation System developed for this program to collect and report data to Metro to demonstrate compliance with the business food waste requirement and assist with program evaluation.
 - a. Determine business compliance by conducting site visits at 100% of non-participating businesses and 20% of participating businesses subject to the requirement to assure that the required conditions of compliance are met by the end of the applicable implementation period based on the judgment of staff conducting the site visit.
 - b. On a quarterly basis submit business food waste compliance reports in the agreed upon format.
 - c. Once a year, at the end of FY Q2, provide a companion narrative report that contains qualitative information including successes and challenges.
 5. Report annually on expenditures.
 - a. Overall expenditures including local government and Metro funds spent on business food waste program during the fiscal year (July 1, 2020 through June 30, 2021);
 - b. List of staff who worked on food waste business assistance during the fiscal year (July 1, 2020 through June 30, 2021), their level of full-time equivalent (FTE) work time dedicated to providing technical assistance to businesses subject to the food scraps requirement, and total number of businesses served.
 - c. Provide documentation to demonstrate appropriate expenditure of funds provided for food waste collection containers and other program-related supplies.
- c) Metro Responsibilities. Metro shall:
 1. Provide resources and staff time to City to develop, execute, monitor, and evaluate the program.
 2. Monitor general progress and review as necessary.
 3. Convene and facilitate the quarterly CWG and CWG Food Scraps Subcommittee meetings as needed.

4. Analyze data from business food waste compliance reports submitted by jurisdictions on a quarterly and annual basis and provide quarterly reports to City that include graphical and numerical summaries of the compliance and performance data.
5. Report annually to the Metro Council on progress towards program goals.

d) Budget and Terms of Payment:

1. Metro shall pay City \$77,400.00 in one lump sum upon receipt and Metro approval of revised Business Food Waste Requirement Implementation Plan no later than February 1, 2021. City's billing invoices shall include the Metro contract number, City name, remittance address, invoice date, invoice number, and invoice amount. City's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. City's billing invoices for goods and services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of City invoice.

Attachment D
Local Government Annual Implementation Plan Forms

Jurisdiction: Portland **Contact** Amanda Romero

I. Required Elements

Notification regarding our work in the context of COVID-19 and the racial justice movement

We begin this implementation plan with an acknowledgement of the uncertainty and challenges to our work presented by the coronavirus pandemic. We also recognize that there will be new opportunities in the year ahead to pivot our work to focus on Climate Justice for a more prosperous, healthy, equitable and resilient city. We are changing communication and engagement strategies in every facet of our work in response to this changing landscape. We see these changes as long-term solutions and improvements to our work; not episodic solutions in response to immediate needs.

These strategies are still in development, and will include:

1. Continued presence at conferences and public forums, which we expect to be increasingly held virtually.
2. Moving City-hosted events like the Fix it Fair to digital platforms, and coordinating with other jurisdictions on possible regional digital events.
3. Re-evaluating our suite of collateral and distribution methods. Identifying and creating digital content and better leveraging our own digital engagement tools (ex: social media, newsletters) as well as external newsletters, websites, and other community platforms.
4. Implementing engagement strategies identified by BIPOC community. Two ways we'll be delivering on this include:
 - a. Our grant-funded work with three community organizations that will be developing and implementing culturally-specific multifamily education strategies. We anticipate drawing lessons learned into our work across all audiences.
 - b. BPS's Smart Cities team is working to bridge the digital divide by getting technology and internet access into the hands of low-income and BIPOC community members. Our teams will be working closely together to ensure we're addressing barriers, furthering solutions and collectively learning how to make recycling, waste prevention and waste information more accessible.

Regional Service Standard: Single Family Residential

1. Demonstrate compliance with the regional service standard by completing the table below.

Jurisdiction	Recycling Collection Frequency		Recycling Container Size		Glass Collection Frequency		Yard Debris Collection Frequency		Yard Debris Container Size		Alternative Program Approved	Resid FW
	Urban	Rural	Urban	Rural	Urban	Rural	Urban	Rural	Urban	Rural		
Portland	Weekly	N/A	60 gal	N/A	Weekly	12 gal	Weekly	N/A	60 gal	N/A	N/A	Weekly

2. List materials collected.

Newspaper; ferrous and non-ferrous scrap metal; used motor oil; corrugated cardboard, gable- top cartons and kraft paper; aseptic containers, aluminum; high-grade and mixed scrap paper including magazines; steel cans; plastic bottles, plant pots, buckets, tubs and jars; empty aerosol cans.

Container glass (bottles and jars).

Vegetative and woody material generated from residential landscaping activities such as grass, leaves, branches. Food scraps. Paper napkins, paper towels, coffee filters, teabags, pizza delivery boxes, approved kitchen pail liners (newspaper, compostable plastic bag, paper bag).

3. Describe any variations from the regional service standard, exemptions and additional conditions in place.

Weekly food scraps collection with yard debris. Allowable materials include paper napkins, paper towels and pizza deliver boxes.

Additional recyclable materials: aseptic containers, gable top cartons, plastic plant pots and buckets.

4. Using the table below, demonstrate how you will meet the single family outreach and education minimum service standard. Include any outreach that exceeds the minimum standard.

Single Family Outreach and Education

Content	Audience	Distribution Method	Frequency
Distribute <i>Portland Curbsider</i> Publication. Includes items accepted in curbside garbage, recycling and composting service, rate change information (in 11 languages), the collection schedule, waste prevention and sustainable consumption tips.	All waste generators	Mail	Twice a year
Maintain a suite of print materials including a welcome brochure with garbage, compost and recycling preparation guidelines, collection day how-to, and what to do with non-curbside material; a collection schedule; a rate card that includes guidance to right-size your container. Welcome brochure is available in 11 languages.	All waste generators Including new customers	1.Proactively sent by haulers to all new customers (welcome brochure, rate card, collection schedule)	Ongoing

Maintain web content about preparation guidelines for garbage, compost and recycling, collection schedules, rates and service options, tips to reduce waste at home and responses to frequently asked questions.		2.Web 3.In person at community events 4.By mail as requested	
Provide Collection Day reminder email service: An opt-in service for weekly collection day email reminders and online tool to find your garbage company.	All waste generators	E-mail	Weekly
Provide Curbside Hotline for phone and email inquiries. Most commonly addressed needs include missed garbage pickup, preparation guidelines and determining the customer's hauler. Real-time translation available in many languages through third party interpretation service.	All waste generators	Phone and email	Ongoing
Provide online and print resources that help individuals buy smart, reuse, borrow and share, fix and maintain. Resources include tips and ideas, community calendar of events for swapping, sharing and repairing, and free and low-cost options for living more resourcefully.	All waste generators	Web, including virtual events (such as virtual Fix it Fair events planned for later this year), social media and e-news; In person at community events, as possible.	Ongoing
Advertise recycling preparation guidelines and waste prevention resources in publications like <i>Willamette Week</i> , <i>Chinook Book</i> and <i>Portland Relocation Guide</i>	All waste generators	Publication	1 -2 a year
Launch the sustainable consumption and production strategy. Begin educating residents in the high consumers category about the connection between consumption and climate change and share sustainable consumption strategies.	All waste generators	Web, including virtual events, social media and e-news; <i>Curbsider</i> , in person at events as possible.	

Provide resources to reduce food waste in the home with a focus on personal, family and community economic and physical health. Includes online and potentially in-person experiential education and in-home resources.	All waste generators	Web, including virtual events, social media and e-news; potentially in-person at events and through community contacts	
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Regional Service Standard: Multifamily Residential

1. Describe how you will meet or exceed the multifamily recycling minimum service standard. (see Attachment A: Reference Table 3)

We require the following recyclable materials are collected if properly prepared for collection: Newspaper; ferrous and non-ferrous scrap metal; corrugated cardboard and kraft paper; cartons, aseptic containers; aluminum; high-grade and mixed scrap paper including magazines; steel cans; plastic bottles, plant pots, buckets, tubs and jars; empty aerosol cans.

Food Scraps collection is optional and available upon request. Currently, Administrative Rules indicate compost preparation to be similar to single family residential which includes yard debris, pizza boxes, paper towels and paper napkins. However, many multifamily complexes do not have yard debris and therefore are collected on commercial routes. Administrative rules for multifamily complexes will be clarified to specify a “food only” system.

2. Using the table below, demonstrate how you will meet the multifamily outreach and education minimum service standard. Include any outreach that exceeds the minimum standard.

Multifamily Outreach and Education

Content	Audience	Distribution Method	Frequency
Maintain a suite of print and digital materials including: brochures about recycling and composting, doorhangers with recycling preparation guidelines, recycling tote bags, digital resource toolkit that includes recycling information and instructions for tenant emails, property publications, social media posts, how-to videos, and guides to reducing waste and reuse at move-in and move-out. Provide materials in seven languages. Also maintain web content on waste prevention, reuse, recycling and composting.	Multifamily residents	1.Via property managers (PM): Proactively contact largest PMs. Haulers mail order forms to their PM customers. 2.Mail year-round as requested via web orders and phone inquiries.	Ongoing

		3. Door-to-door delivery to BIPOC and low-income communities utilizing safe practices, as feasible during the phases of COVID reopening. Note that we expect the digital tools we create and distribute to help bridge the delivery gap during COVID, and will continue exploring additional solutions.	
Provide grant funding to three community partners: ROSE CDC, Unite Oregon and Trash for Peace to design and implement recycling and waste prevention engagement in their East Portland communities	Multifamily residents	Strategies may include: youth-led training, immigrant and refugee cohort projects and promoter engagement.	Ongoing
Together with Master Recyclers, provide presentations to multifamily complexes and information at community events. Topics that will be addressed include recycling preparation, composting set-up and troubleshooting. Print materials (such as a welcome brochure on garbage and recycling and how-to brochure on composting food scraps; available in seven languages) to be distributed as feasible and new digital resources under development.	Multifamily residents	In person and potentially virtually. Presentations are tracked by complex when BPS staff or Master Recyclers, directed by BPS staff, give presentations.	Ongoing
Maintain a hotline to respond to phone and email inquiries such as questions regarding service set-up and recycling preparation, and requests for labelling and signage. Real time translation available in many languages through third party interpretation service.	Multifamily residents and property owners	Phone and email	Ongoing

<p>Provide container stickers and signage, educational materials in print and online regarding meeting garbage and recycling requirements, setting up service, adding compost service, motivating new residents and providing ongoing education. Materials are available in multiple languages.</p> <p>Offer technical assistance including troubleshooting with collection services, signage, and recommendations for tenant outreach, presentations to staff and tenants.</p>	<p>Multifamily property owners</p>	<p>1) Share w/ largest property managers annually via proactive outreach</p> <p>2) Offer via order form sent by haulers to their customers.</p> <p>3) Make digital and print resources available by phone, online and via web order form</p> <p>4) Share at property manager digital events, such as Housing Oregon’s annual conference and MFNW maintenance fair.</p>	<p>Ongoing</p>
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Regional Service Standard: Businesses

1. Describe how you will meet or exceed the business recycling minimum service standard (see Attachment A: Reference Table 5)

We require the following recyclable materials are collected if properly prepared for collection: Newspaper; ferrous and non-ferrous scrap metal; corrugated cardboard and kraft paper; cartons, aseptic containers; aluminum; high-grade and mixed scrap paper including magazines; steel cans; plastic bottles, plant pots, buckets, tubs and jars; empty aerosol cans.

Food Scraps collection is optional and available upon request.

2. Using the table below, demonstrate how you will meet the business outreach and education minimum service standard. Include any outreach that exceeds the minimum standard.

Business Outreach and Education

Content	Audience	Distribution Method	Frequency
Provide container stickers and signs, web content and print resources addressing business composting and recycling preparation guides, tips and resources for waste prevention and reuse as well as food donation and sustainable purchasing.	Businesses	1.Available online 2.Promoted in annual hauler mailing, e-newsletter and social media 3.Proactively engage Group One food generators.	Ongoing
Together with Master Recyclers, present, serve on panels, and table either virtually or in person at events such as trade associations and food-related business associations. Topics covered may include waste prevention, sustainable consumption and production, recycling, composting, food donation and food waste prevention.	Businesses	In person and digitally	4x/year
Together with other local jurisdictions explore holding a springtime event (and possible tour).	businesses	In person or digitally.	Annually
Provide updated mailer and possible digital messaging for haulers to send to commercial accounts within seven days of sign-up and to all existing customers annually. Content will include recycling requirements, recycling, and composting preparation guidelines, recycling, food scraps and yard debris collection information, and how to receive assistance.	New customers and all businesses	In person, email, hauler, website	Annually and ongoing for new customers
Maintain a hotline to respond to inquiries, and offer free assistance regarding service set-up, composting and recycling preparation, container stickers and signage, tips and resources for waste prevention and reuse as well as food donation. Real time translation available in many languages through third party interpretation service.	Businesses	By phone and email	Ongoing

Business Recycling Requirement

1. Demonstrate compliance with the business recycling requirement by completing the table below.

Required Action	Local Government Program
<p>Establish a method for ensuring business compliance with the requirement.</p>	<p>All businesses are required to recycle all approved recyclable paper and containers. Businesses are supplied containers for source separating all approved materials through a contracted hauler. When noncompliance, or contamination issues are reported at businesses by employees, owners, haulers or the public, BPS investigates to see if the business is meeting BRR. At this point, assistance is offered, and BPS staff troubleshoot problems with the business and their contracted hauler.</p> <p>If the business continues to be out of compliance, BPS enforcement staff will notify the business that they have 30 days to come into compliance. If compliance is not achieved penalties would be assessed at \$200 per month for the first infraction, \$400 per month for the second and \$600 per month for the third and subsequent violations.</p> <p>Noncompliant interactions with businesses will be reported through the Business Compliance Database and reported to Metro. The Compliance Database has the function to record BRR noncompliance, however a report has yet to be submitted to Metro due to inactivity. BPS will work with Metro to establish a reporting schedule for reporting businesses that are out of compliance with BRR.</p>
<p>Exempt businesses from compliance.</p>	<p>The City of Portland has yet to identify the need to exempt businesses from BRR, therefore a formal exemption process has not been adopted. BPS will adopt an exemption process in the near future. In the event that a business experiences barriers to compliance, Portland administrative rules outline a list of best practices through technical assistance to help a business achieve compliance:</p>

	<p>a. Correctly label all interior and all exterior Recycling and Composting containers and provide accurate signs and instructions that identify the materials the Business must recycle.</p> <p>b. Make internal and external Recycling containers at least as conveniently located as garbage containers.</p> <p>c. Conduct training of new employees/new tenants and educate all employees/tenants.</p> <p>d. Establish waste hauling, property management and janitorial services that enable Businesses to meet waste prevention and Recycling goals.</p> <p>e. Management to review and sign off on best management practices committed to at a Business and designate a point of contact for the City of Portland for all Recycling and waste prevention activities within the Business.</p> <p>If a business does not institute the best management practices, BPS will notify the business that they have 30 days to come into compliance. If compliance is not achieved penalties would be assessed at \$200 per month for the first infraction, \$400 per month for the second and \$600 per month for the third and subsequent violations.</p>
<p>Send notice to businesses outlining the requirements and how to receive assistance.</p>	<p>Business requirements are posted on our web page, in administrative rules and shared with haulers. Business Administrative Rules Section 5.2 Business Recycling Requirements contains all requirements and information about potential penalties for noncompliance. Commercial haulers are required to inform their customers about Business Recycling Requirements and all the details associated with that policy. Haulers are required to use education information provided by or approved by BPS staff.</p>
<p>Enforcement method.</p>	<p>If necessary, administrative rules are enforced by sending a warning letter with an opportunity to correct the violation. If the violation is not corrected, a financial penalty is imposed. Financial penalties are dependent on the nature and frequency of the infraction. (Business Administrative Rules Section 5.2 Business Recycling Requirements)</p>

II. Business Technical Assistance and Outreach

Business Recycling Requirement

Provide a narrative that demonstrates the following:

1. Local jurisdiction has hired staff or contractors whose primary responsibilities and duties are to provide technical assistance and Business Recycling Requirement compliance services to businesses.
2. A strategy for targeting and recruiting businesses for assistance.

The City of Portland has hired 3 FTE whose responsibilities and duties are to provide technical assistance and compliance services to businesses on both the Business Food Waste Requirement and Business Recycling Requirement. These individuals respond to hotline inquiries, present and table at business events, offer on-site and virtual assessments of business practices, technical assistance, waste assessments and waste sorts. In these interactions staff provide recommended best practices, resources (such as posters, stickers), connect businesses to services and support including haulers, property managers, peers and community resources such as reuse organizations and food receiving agencies. Staff assist businesses with establishing internal programs and provide presentations to staff and leadership to foster business-wide commitment. Real-time interpretation is available in many languages through third party interpretation service.

Technical assistance addresses waste prevention opportunities, reuse, recycling and organics recovery, buying less-toxic and recycled content products, and food donation. Staff will continue to provide information and education to businesses to improve their practices in these areas through web content and e-news.

In FY 20-21, new businesses will be recruited through improved hauler communication with commercial accounts. This will include updated city-provided printed material and possible digital materials distributed by haulers to new customers within seven days of sign-up and to all existing customers annually.

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

Business Assistance Annual Outreach Plan	
Target audience, goals, and outreach strategy	Planned Efforts
Government Facilities (required)	
Audience: City of Portland bureaus. Goals: Inform and support recycling, composting and waste prevention best practices. Outreach strategy: Provide data to inform waste collection best practices.	Collect, analyze, and share Citywide and bureau- specific recovery data and waste-related efforts with recycling coordinators and Portland City Council. Offer bureaus technical assistance and support as needed to reduce waste and increase recovery.

New Businesses (required)	
<p>Audience: businesses establishing service</p> <p>Goals: Make commercial account holders aware of recycling, reuse and composting preparation guidelines and the business recycling requirement</p> <p>Outreach strategy: improved mailer/digital content from haulers to new customers</p>	<p>Commercial haulers are required to provide materials about recycling, reuse and composting preparation guidelines, approved by City of Portland, to all new businesses. This fiscal year, we will be updating those materials and getting a renewed commitment from haulers to share that resource with their new accounts within seven days of sign-up. Haulers will be responsible for reporting number of accounts reached. Additional accountability and effectiveness measures will be identified specific to the strategy, such web statistics for content promoted in a digital message. Haulers are required to educate business customers as outlined by the City in our administrative rules, and this is enforceable at \$400 per infraction.</p>
Target Businesses that have cultural and language barriers to implementation (optional)	
<p>Audience: Businesses that have cultural and language barriers to accessing service.</p> <p>Goals: Address barriers in establishing adequate collection and clarify collection guidelines.</p> <p>Outreach strategy: Improved mailer/digital content from haulers to new customers and all customers annually</p>	<p>In making improvements to the hauler business mailing, we will begin by assessing the user experience establishing service; identifying barriers that businesses with cultural and language barriers experience in achieving adequate collection and understanding collection guidelines. We will identify effective interventions. At a minimum we expect this will include translated content in the flier and ensuring access to interpretation for service needs as well as technical assistance.</p> <p>To the extent possible, we will look to leverage this point of engagement with businesses to share timely resources relevant to economic recovery.</p>
Target Business Sectors, Institutions or Materials including effort to promote food waste reduction and voluntary food scraps collection prior to implementation of the Business Food Waste Requirement in March 2021 (optional)	
<p>Audience: Large food retailers and suppliers.</p> <p>Goals: Cut food waste in half by 2030</p> <p>Strategy: Portland, together with West Coast states, regional and city governments, is partnering with Pacific Coast Collaborative, World Wildlife Foundation and other national organizations to facilitate a voluntary</p>	<p>Inform the development of a workplan and budget, support recruitment of large grocers and brand owners that operate in the Pacific Coast region, and participate in regional and local work groups (initially focused on produce and dairy).</p>

<p>agreement among food retailers and manufacturers to implement industry-wide food waste reduction actions to cut food waste in half by 2030.</p>	
<p>Audience: large food generators Goals: Support mandatory food scraps compliance, address contamination, and increase participation in food waste prevention and donation practices. Strategy: Direct outreach and technical assistance</p>	<p>Note: BPS will reassess this strategy in Fall 2020 and recommended needed changes in response to COVID-19 and the Black Lives Matter movement.</p> <p>Visit 100% Group 1 non-participating businesses (207 in total) and 42% Group 1 participating businesses (142 in total). Ensure their food scrap collection program is running smoothly and trouble-shoot as needed. Share food waste prevention and donation offerings and provide any needed technical assistance. Gather information on additional ways the City could support their food waste prevention, donation, and composting actions. Gather success stories and help facilitate business-to-business connections.</p> <p>Provide the following materials, with input and direction from Metro and local jurisdictions:</p> <ul style="list-style-type: none"> • a starter kit that 1) addresses common challenges and potential solutions –space constraints, concerns about cleanliness, employee/tenant education resources, cost of service, etc., and 2) includes an order form for stickers, posters, buckets and directions for ordering containers from hauler. • Participants support kit that 1) speaks to checking for and resolving contamination issues, 2) offers an employee training refresh, and 3) the materials order form. • Hotel Kitchen/Restaurant Kitchen promotion (for hotels and large cafeterias like at hospitals or higher education and their food service contractors) • Oregon Manufacturing Extension Partnership resource (for food manufacturers) <p>Grocer food donation promotion and prevention (related to our work with Oregon Food bank and the PCC agreements)</p>
<p>Audience: Food generators Goals: Increase adoption of practices that prevent food waste, support donation of edible food and increase separation and composting of food scraps.</p>	<ul style="list-style-type: none"> • Participate in planning and implementation of face-to-face and virtual events with industry partners including the ORLA Convention and NW Food Show and Food Waste Prevention Workshops. • Participate as needed in the development of business-to-business content highlighting businesses that demonstrate best practices including case statements, advertorials, videos, webinars, and face-to-face event presentation and/or seminars

Strategy: Collaborate with Metro and local jurisdictions on regional campaigns, partnerships, resources and initiatives.	<ul style="list-style-type: none"> Utilize the Food Donation Infrastructure Map to connect food donors with suitable food delivery agencies. Participate in ongoing communication and coordinate technical assistance efforts with OFB and other food donation agencies to support donation and help establish relationships with donors such as grocery stores to further promote prevention, donation and composting.
Commercial contamination reduction activities (optional)	
Audience: Businesses Goal: Contamination reduction: Strategy: Deploy regional engagement strategy	Inform and deploy CREW's work on content, promotional materials and outreach methods to reach the business sector with contamination reduction education messages.
Other commercial waste prevention, or waste reduction activities (optional)	

Business Food Waste Requirement

1. Local jurisdiction has hired staff or contractors whose primary responsibilities and duties are to provide technical assistance and Business Food Waste Requirement compliance services to businesses.
2. Implement approved and updated Business Food Waste Requirement Implementation Plan beginning March 31, 2021.

The City of Portland has hired 3 FTE whose responsibilities and duties are to provide technical assistance and compliance services to businesses on both the Business Food Waste Requirement and Business Recycling Requirement.

III. Cooperative Regional Priority Initiatives and Programs

Contamination Reduction Education Plan

Describe how your jurisdiction will implement the following outreach and education initiatives in the community and to businesses:

- Incorporate Recycle or Not messages and content into existing English and Spanish language recycling education programs and activities, including online resources and customer feedback communication conducted by local haulers, to ensure consistency with regional contamination reduction messages.
- Promote the featured contaminants.
- Link to and promote the Recycle or Not English and Spanish language websites and Instagram accounts.

Promote Recycle or Not messages through the *Curbsider* publication that is distributed to all residential households; BPS website, social media, e-newsletter, and if possible, through in-person tabling opportunities at community events.

Encourage Portland residents to utilize the campaign to answer recycling questions.

Share Recycle or Not information with community partners to leverage additional channels. Leverage insights from multifamily Recycling Partnership grant partners: Rose CDC, Unite Oregon and Trash for Peace to inform new approaches for deeper engagement with communities of color in multifamily residences.

Offer haulers leave behind tags as part of the annual materials order, to provide contamination feedback to residential customers.

Engage the BPS Sustainability at Work team in informing and deploy CREW's work on content, promotional materials and outreach methods to reach the business sector with contamination reduction education messages.

Multifamily Program Improvements

Describe how your jurisdiction will actively participate in and commit to the following:

- Development and implementation of a plan to deploy regional signage (posters, stickers, decals) for multifamily waste and recycling receptacles and enclosures. (Local government staff will not be the only deployment mechanism.)
- Development of implementation plans to ensure minimum volume and service level requirements at all multifamily properties are met. Local governments will have two years; July 2021-July 2023 to ensure all properties meet minimums.
- Planning related to Regional Waste Plan actions 10.5 and 10.6 to determine goals, outcomes and lead agency(s) for bulky waste collection and enclosure design improvement projects.

Portland will collaborate with Metro and other local governments to develop plans and implement new multifamily regional service standards. These include deployment of regional decals and signage, and enforcement of minimum service requirements. During FY 20-21, Portland will update the Multifamily Service Strategic Plan to include details on policy development, outreach, compliance monitoring, and enforcement for all new service level standards and policies. Portland will continue to collaborate with Metro and other local governments on developing bulky waste collection and enclosure design standards and policies in order to meet timelines set in Metro Administrative Rules

IMPACT STATEMENT

Legislation title: Authorize an Intergovernmental Agreement with Metro for a total amount of \$839,351 for the Annual Waste Reduction Services, Business Technical Assistance & Outreach, and Business Food Waste Requirement (Ordinance)

Contact name: Amanda Romero

Contact phone: 503-823-7069

Presenter name: Jill Kolek

Purpose of proposed legislation and background information:

Metro has provided funding to run the Waste Reduction Program since 1990. BPS uses the Metro Waste Reduction Challenge funds to support outreach efforts to increase participation in the commercial and residential recycling and composting programs. The ongoing Business Technical Assistance & Outreach funding is used to support outreach and technical assistance to Portland businesses to promote waste prevention and recycling activities and ensure compliance with waste reduction policies. These programs and services are critical to meeting goals set in the 2015 Climate Action Plan and Metro’s 2030 Regional Waste Plan.

Financial and budgetary impacts:

No City match is required for these funds. No positions will be created, eliminated or re-classified as a result of this legislation. The funding amount of \$838,674 was included in the FY20-21 Adopted Budget for the Bureau of Planning and Sustainability, and the remaining balance of \$677 will be appropriated in Spring BMP of 2021.

Community impacts and community involvement:

Public involvement was not necessary and is not anticipated to support the authorization of this ongoing funding support from Metro. However, the public was involved in the development of Metro’s budget, Metro’s 2030 Regional Waste Plan as well as the 2015 Climate Action Plan. Each of the plans involved public engagement efforts such as community meetings and gathering public comment through surveys and forms.

Budgetary Impact Worksheet

Does this action change appropriations?

YES: Please complete the information below.

NO: Skip this section

Fund	Fund Center	Commitment Item	Functional Area	Funded Program	Grant	Sponsored Program	Amount