



**SCOTT CAUFIELD, MANAGER**  
**RESOURCE CONSERVATION AND SOLID WASTE PROGRAM**

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

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

October 6, 2016

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of a Materials Management Grant Contract with the Oregon Department of Environmental Quality for Improved Food Donation Capacity at the Clackamas Service Center

<b>Purpose/Outcomes</b>	Funds the purchase of refrigeration equipment at the Clackamas Service Center letting them receive more donated food from businesses and partners.
<b>Dollar Amount and Fiscal Impact</b>	Grant maximum value is \$36,000.
<b>Funding Source</b>	Oregon Department of Environmental Quality. No County General Funds are involved.
<b>Duration</b>	Effective on signature of all parties, until termination on October 31, 2017
<b>Previous Board Action</b>	None.
<b>Strategic Plan Alignment</b>	1. Enable businesses and organizations to reduce waste and recover materials for a higher value (in this case food for people in need). 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Eben Polk, Resource Conservation & Solid Waste, DTD – 503-742-4470
<b>Contract No.</b>	DEQ# 107-16

**BACKGROUND:**

The Resource Conservation & Solid Waste (RC&SW) program of the Department of Transportation and Development (DTD) requests approval of a grant agreement with the Oregon Department of Environmental Quality (DEQ). DEQ’s materials management grants are intended to help local governments or non-profit partners recover materials for a higher, more valuable use than disposal to a landfill. During the FY 15-16 grant application cycle, grant proposals intended to benefit non-profits required a local government to apply as the recipient and sponsor. This grant will fund the purchase and installation of additional refrigeration equipment at the Clackamas Service Center. This will allow the CSC to accept and provide more edible food to hungry or food-insecure families and individuals, while also helping reduce the incidence of food wasted or disposed to the landfill by grocery stores, restaurants and other food-related businesses.

This agreement has a maximum contract value of \$36,000. County Counsel reviewed and approved of this document on September 20, 2016, contingent on one minor change to the contract, which was made and is reflected in the attached contract. If this grant contract is approved, staff will develop a sub-recipient agreement with the Clackamas Service Center to pass the responsibilities and funding through.

**RECOMMENDATION:**

Staff recommends the Board approve and sign this agreement on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Eben Polk". The signature is fluid and cursive, with the first name "Eben" and last name "Polk" clearly distinguishable.

Eben Polk, Supervisor  
Resource Conservation & Solid Waste  
Department of Transportation & Development

**Attachments:**

DEQ Materials Management Grant Agreement  
Grant Application – submitted 12/11/15  
Internal Grant Lifecycle Form – approved 12/11/15

**STATE OF OREGON  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
MATERIALS MANAGEMENT GRANT AGREEMENT**

**Project name: Clackamas Service Center Food Donation**

**DEQ Agreement # 107-16**

This Agreement is between the State of Oregon, acting by and through its Department of Environmental Quality (“DEQ”), and **Clackamas County** (“Recipient”).

Recipient Data	DEQ Data
Grant Administrator: Eben Polk, Sustainability Supervisor  Recipient: Clackamas County 2051 Kaen Road Oregon City, OR 97045  Phone: 503-742-4470 E-mail: <a href="mailto:epolk@clackamas.us">epolk@clackamas.us</a>  <b>Taxpayer ID: 93-6002286</b>	Grant Administrator: Leslie Kochan, Waste Reduction Specialist  Organization: Department of Environmental Quality 700 N.E. Multnomah St., Suite 600 Portland, OR 97232  Phone: 503-229-5529 E-mail: <a href="mailto:kochan.leslie@deg.state.or.us">kochan.leslie@deg.state.or.us</a>

1. **Effective Date and Duration** This Agreement is effective on the date on which every party has signed it and, when required, it has been approved by the Oregon Department of Justice. Recipient agrees to complete the Project by **August 31, 2017** (“Project Completion Date”). Unless earlier terminated or extended, this Agreement expires on **October 31, 2017** (“Expiration Date”).
2. **Agreement Documents** This Agreement consists of this Agreement with exhibits and Exhibit A, Exhibit B and Exhibit C that are attached hereto and by this reference incorporated herein. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence will control. The precedence of the documents comprising this Agreement are in the order listed in the first sentence of this Section 2.
3. **Grant Funds; Match** The maximum, not-to-exceed amount that the DEQ will pay to Recipient hereunder is **\$ 36,000** (“Grant”).
4. **Disbursements; Expenses**
  - (a) This is a cost reimbursement Grant. Disbursements for reimbursement of expenses, including travel and other related expenses, will be made only in accordance with the schedule and requirements contained in Sections 4 and 4A. Payments will be based on reimbursement of actual costs authorized by this Agreement. Supporting documentation must be provided for expenses for which reimbursement is claimed and for all match expenses reported. This includes, but is not limited to: documentation of personal services costs and the payment thereof, copies of paid contractor invoices, copies of paid invoices for equipment and receipts for lodging, airfare, car rental and conference registration.  
  
 The availability of Grant moneys under this Agreement and DEQ’s obligation to disburse Grant moneys hereunder shall end on the day (the “Availability Termination Date”) that is the earlier of the Expiration Date or thirty (30) days after the Project Completion Date. Recipient shall not submit any reimbursement requests, and DEQ shall not disburse any Grant moneys after the Availability Termination Date.
  - (b) Recipient may submit invoices no more frequently than monthly for cost reimbursement. Invoices must describe all work performed with particularity, including by whom it was performed and itemize and explain all expenses for which reimbursement is claimed. Invoices (including invoices for match expenditures) must be accompanied by a copy of all receipts for expenses for which reimbursement is being requested and submitted with the Materials Management Grant Agreement Payment Request and Expenditure Report (Exhibit B).  
  
**Invoices for reimbursement of expenses occurring in a State fiscal year (July 1 - June 30) must be received no later than fifteen days from the close of the fiscal year (July 15).** Invoices must be sent to **Accounting Office, Department of Environmental Quality, 811 SW Sixth Ave, Portland, OR 97204.** Reimbursement requests, together with the supporting documentation (i.e., invoices and proof of payment) are subject to the review and approval of the DEQ Grant Administrator. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements. Invoice payments will be sent to Eben Polk, Clackamas County, 2051 Kaen Road, Oregon City, OR 97045.
- 4A. **Travel and Other Related Expenses** DEQ shall not reimburse recipient for any travel or travel related expenses under this Grant Agreement.

- 5. Recovery of Grant Funds** Any Grant funds disbursed to Recipient under this Agreement that are expended in violation or contravention of any of the provisions of this Agreement must be returned to DEQ. Recipient shall return all funds found by DEQ to have been expended in violation of this Agreement no later than fifteen (15) days after DEQ's written demand.
- 6. Recipient's Representations And Warranties** Recipient represents and warrants to DEQ as follows:
- (a) Recipient is a county duly organized, validly existing, and in good standing under the laws of Oregon. Recipient has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- (b) The making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient, (2) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of Recipient's organic documents and (3) do not and will not result in the breach of, or constitute a default or require any consent under any agreement or instrument to which Recipient is a party or by which Recipient or any of its properties are bound or affected.
- (c) This Agreement has been duly authorized, executed and delivered on behalf of Recipient and constitutes the legal, valid, and binding obligation of Recipient, enforceable in accordance with its terms.
- (d) No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- 7. Conditions Precedent to Each Disbursement** DEQ's obligation to disburse Grant moneys to Recipient hereunder is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- (a) Moneys are available in the Solid Waste Tipping Fees Fund ("Fund") to finance the disbursement;
- (b) DEQ has received sufficient funding, appropriations, limitations, allotments or other expenditure authority to allow DEQ, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) No default under this Agreement has occurred and is continuing;
- (d) Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- 8. Project** Recipient agrees to complete the Project in accordance with the terms and conditions of this Agreement as described in Exhibit A; provided, however, that if the total amount of the Grant is not available solely because one or more the conditions set forth in Sections 7(a) or (b) are not satisfied, Recipient will not be required to complete the Project..
- 9. Grant Requirements** All equipment and materials purchased with Grant funds made available by this Agreement must be used only for purposes of the same general nature as outlined in this Agreement. **A capital outlay item purchased under this Agreement must be used for the purpose set forth in this Agreement for a minimum of five years, or its rated service life, whichever is shorter. During this period, DEQ reserves the right to recover the equipment or its cash value at any time that Recipient ceases use of the equipment for its intended purpose.**
- Use of Grant funds is expressly prohibited for:
- Disposal site engineering, design, or hydrogeologic study required by a DEQ permit or enforcement action;
  - Costs for which payment has been or will be received under another financial assistance program;
  - Capital expenditures for solid waste planning;
  - License application or permit fees;
  - Ordinary operating expenses of local government that are not directly related to the Project; and
  - Costs incurred for landfill closure.
- 10. Reporting** Recipient shall submit a semi-annual Project Progress Report within 6 months of the start of the grant project and every 6 months thereafter until the submission of a Final Report at the Project's completion as described in Exhibit C. DEQ may withhold payments until it receives and approves the required reports. The reports must be submitted to DEQ's Grant Administrator and may be submitted electronically. All reports must contain the information outlined in Exhibit C. Recipient shall immediately notify DEQ of any developments that significantly impact the activities funded by this Agreement, including any delay or adverse condition that materially impairs Recipient's ability to meet the objectives of the Agreement. This notification must include a statement of the action Recipient has taken or intends to take to minimize or mitigate the impact and any assistance needed to resolve the situation.
- 11. Records Maintenance and Access** Recipient shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles and shall maintain any other records pertinent to this Agreement in such manner as to clearly document Recipient's performance. DEQ, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records that are directly pertinent to this Agreement in order to perform audits and examinations and to make excerpts, transcripts and copies. Recipient shall retain and keep accessible all financial records, supporting documents, and all other records related to this Agreement for a minimum of six (6) years after the Project is completed or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.
- 12. Compliance with Applicable Law** Recipient will comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work performed under this Agreement. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are

applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) ORS 279A, ORS 279B and ORS 279C, as applicable to the Recipient; (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes; and (xi) all regulations and administrative rules established pursuant to the foregoing laws. Recipient shall also comply with the requirements of the *Prevailing Wage Rates for Public Works Projects in Oregon* established under ORS 279C.800 through 279C.870 and OAR 839-025-0000 through 839-025-0540... These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.

- 13. Recycled Material Use** Recipient will, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE (as defined in ORS 279A.010(1)(hh)) products, and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).
- 14. Indemnity** Recipient shall defend, save, hold harmless, and indemnify the State of Oregon and DEQ and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of, or relating to the activities of Recipient or its officers, employees, contractors, or agents under this Agreement or in the implementation of the Project.
- 15. Indemnification by Subcontractors** Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (collectively and individually without distinction "Indemnitee") from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- 16. Contribution** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a party (the "Notified Party") with respect to which the other party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each party is entitled to participate in the defense of a Third Party Claim and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 16 with respect to the Third Party Claim.

With respect to a Third Party Claim for which DEQ is jointly liable with Recipient (or would be if joined in the Third Party Claim), DEQ shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of DEQ, on the one hand, and of Recipient, on the other hand, in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of DEQ, on the one hand, and of Recipient, on the other hand, shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. DEQ's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if DEQ had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with DEQ (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by DEQ in such proportion as is appropriate to reflect the relative fault of Recipient, on the one hand, and of DEQ, on the other hand, in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient, on the one hand, and of DEQ, on the other hand, shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if Recipient had sole liability in the proceeding.

## 17. Termination

(a) This Agreement may be terminated by mutual consent of both parties.

(b) DEQ may terminate this Agreement effective upon written notice to Recipient, or at such later date as may be established by DEQ in such notice, if there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding.

## 18. Default by Recipient.

Recipient shall be in default under this Agreement upon the occurrence of any of the following events:

(a) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations contained in this Agreement, including any exhibit attached hereto; or

**(b)** Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by DEQ, including but not limited to any statement used by DEQ to measure progress on the Project, the expenditure of Grant moneys or the performance by Recipient, is untrue in any material respect when made; or

**(c)** Recipient (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (viii) takes any corporate action for the purpose of effecting any of the foregoing; or

**(d)** A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (iii) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of twenty (20) consecutive days, or an order for relief against Recipient is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

- 19. Remedies Upon Default** If Recipient's default under Section 18 (a) or (b) is not cured within fifteen (15) days of written notice thereof to Recipient from DEQ or such longer period as DEQ may authorize in its sole discretion, or if there is a default by Recipient under Section 18 (c) or (d), DEQ may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant amount, payment of any interest earned on the Grant amount, and declaration of ineligibility for the receipt of future Fund awards. If, as a result of Recipient's default, DEQ demands return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, Recipient shall pay the amount upon DEQ's demand.
- 20. No Implied Waiver, Cumulative Remedies** The failure of DEQ to exercise, and any delay by DEQ in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law, and DEQ may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 21. Notices** Any notification required under this Agreement shall be in writing, delivered to the DEQ Grant Administrator only by one of the following methods: in-person; U.S. mail, prepaid postage; email.
- 22. Amendments** The terms of this Agreement may not be waived, altered, modified, supplemented, or amended in any manner, except by written instrument signed by both parties (or in the case of a waiver, by the party against whom such waiver is sought to be enforced). Such waiver, alteration, modification, supplement or amendment, if made, is effective only in the specific instance and for the specific purpose given. Recipient must notify DEQ's Grant Administrator in writing no later than forty-five (45) calendar days before the Project Completion Date of any proposed amendments to the Agreement. This Agreement will not be amended after the Expiration Date.
- 23. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of DEQ, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of DEQ.
- 24. Survival.** All provisions of this Agreement set forth in the following sections, and all other provisions that by their terms are meant to survive, shall survive termination of this Agreement: Sections 5, 9, 11, 14, 15, 16, 23, and 24.
- 25. No Third Party Beneficiaries.** DEQ and Recipient 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 or indirectly, to any third person unless such person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- 26. Governing Law; Venue; Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between DEQ (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then 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 State of Oregon 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, to or from any Claim or from the jurisdiction of any court. RECIPIENT, BY ITS EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- 27. Alternative Dispute Resolution** Recipient and DEQ shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for

administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**28. Captions** The captions or headings in this Agreement are for convenience only and do not define, limit, or describe the scope or intent of any provisions of this Agreement.

**29. Merger Clause** This Agreement (including Exhibits and any attachments) constitutes the entire agreement between the parties regarding the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**EACH PERSON SIGNING THIS AGREEMENT REPRESENT AND WARRANT THAT HE/SHE HAS THE POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT.** DEQ enters into this Agreement under the authority of Oregon Revised Statutes 190.110 and 459.053(7).

**AGREED BY RECIPIENT:** \_\_\_\_\_ (Date)  
(Recipient)

**AGREED BY DEQ:** \_\_\_\_\_ (Date)  
Wendy Wiles, Environmental Solutions Administrator

\_\_\_\_\_  
Index-PCA-Pjt Mark Brown, Financial Service Manager \_\_\_\_\_ (Date)

**Exhibit A**

<b>OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY MATERIALS MANAGEMENT GRANT AGREEMENT PROJECT DESCRIPTION, BUDGET, AND SCHEDULE; PAYMENT TERMS</b>	
<b>Project Name: Clackamas Service Center Food Donation Expansion</b>	<b>DEQ #: 107-16</b>
<b>Recipient: Clackamas County</b>	

**BACKGROUND**

The Recipient, Clackamas County, supports the expansion of the food donation infrastructure at the Clackamas Service Center (CSC) through the provision of additional staff and refrigerated storage for donated fresh food. This project will result in reduced landfilling of edible food and will provide more fresh wholesome food to Clackamas County residents who are experiencing food insecurity. CSC is a social service provider serving north Clackamas County and far southeast Portland. Each month, CSC provides more than 400 food boxes (each with 20 meals) and 4,000 hot meals to residents. As well as feeding additional residents, this project will prevent the wasting of an additional 15,000 pounds of food per month, and as an effect will reduce the landfilling of food waste and the associated methane gas emissions.

DEQ will reimburse Recipient up to the not to exceed amount in Section 3 – Grant Funds for the actual personal service costs (\$7,500) needed to hire a staff person to coordinate the additional food collection, storage and distribution. DEQ will also reimburse Recipient for the actual cost for walk-in refrigerated storage and refrigerated coolers, not to exceed \$18,500 and \$10,000, respectively as reflected in Section 3 – Grant Funds.

**PROJECT DESCRIPTION**

The Recipient will work with their project partner, CSC, to accomplish the following tasks:

**TASK 1:** Hire a part-time food coordinator.

**TASK 2:** Prepare the site for new refrigerated storage and cooler equipment.

**TASK 3:** Purchase new equipment.

**TASK 4:** Track additional food pounds collected as result of new equipment.

**TASK 5: Progress Reports:** Recipient will submit semi-annual Project Progress Reports to the DEQ within 6 months of start of program and then again every 6 months from the last progress report until the final report is submitted. The report must be submitted by email to DEQ’s Grant Administrator. The report must contain information as outlined on attached Exhibit C and be submitted in a PDF or Microsoft word format.

**TASK 6:** Continue tracking additional food pounds collected

**TASK 7: Final Report:** A Final Report must be submitted by the Recipient to the DEQ Grant Administrator no later than October 31, 2017. The Final Report will contain information as outlined on attached Exhibit C and be submitted in a PDF or Microsoft word format.

**OTHER DISBURSEMENT TERMS**

Eligible expenses incurred by Recipient on or after July 1, 2016 are eligible for reimbursement under this agreement. Eligible expenses include only those expenses related to the salary and associated benefits needed to hire a food coordinator and for refrigerated storage.



**EXHIBIT C**  
**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY MATERIALS MANAGEMENT GRANT**  
**AGREEMENT**  
**PROJECT PROGRESS AND FINAL REPORT REQUIREMENTS**

**Recipient must submit Project Progress Reports to DEQ on the schedule outlined in this Agreement.** The reports must be submitted to DEQ's Project Officer and must be provided electronically in .pdf or Microsoft Word format.

Reports must generally contain brief information on each of the following:

- a. A comparison of actual accomplishments with the goals and objectives established for the reporting period.
- b. Reasons why established goals were not met, if appropriate.
- c. Other pertinent information on progress of the Project.

Recipient must immediately notify DEQ of developments that have a significant impact on activities funded by this Agreement, including delays or adverse conditions that materially impair Recipient's ability to meet the objectives of the Agreement. This notification must include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

**A Final Report is due to DEQ no later than thirty days prior to the Expiration Date of this Agreement.** The Final Report must include:

1. A comparison of actual accomplishments with the Project goals and objectives as outlined in this Agreement. If a baseline assessment was done, include a description of that process and what was learned. Include a description of project accomplishments not included in the goals and objectives, if applicable.
2. A description of significant problems encountered during Project design and implementation and how these problems resulted in Project changes or expected accomplishments.
3. A description of the most and least successful components of the Project with an explanation of why they were or were not successful.
4. An explanation for significant differences between Project budget and Project expenditures.
5. A discussion of the technical and economic feasibility of others carrying out a similar project. Include recommendations on what should be done differently in managing a similar project.
6. Provide copies of materials related to the Project including brochures, public service announcements, photographs, news clippings, or reports.
7. Provide a final inventory of real property (i.e., land, structures) and equipment purchased, if applicable, with an acquisition cost exceeding \$5,000. Describe what controls are in place to ensure that the property and equipment will be used for purposes authorized by this Agreement.
8. Provide any additional comments, suggestions, or ideas for DEQ's Materials Management Grant Program.

**Payments may be withheld until DEQ receives and approves required reports.**