

BEFORE THE METRO COUNCIL

| | | |
|---|---|----------------------------|
| FOR THE PURPOSE OF AUTHORIZING AN |) | RESOLUTION NO. 97-2461 |
| EXEMPTION TO METRO CODE CHAPTER 2.04.060, |) | |
| PERSONAL SERVICES CONTRACTS SELECTION |) | INTRODUCED BY MIKE BURTON, |
| PROCESS, AND AUTHORIZING A SOLE-SOURCE |) | EXECUTIVE OFFICER |
| CONTRACT WITH STOP OREGON LITTER AND |) | |
| VANDALISM (SOLV) FOR SPONSORSHIP OF THE |) | |
| ANNUAL "SOLV-IT" CLEANUP EVENT ON |) | |
| SATURDAY, APRIL 19, 1997 |) | |

WHEREAS, Metro supports cleanup events to rid the region of illegal dump sites and to assist local governments with clean-up of chronic problem sites; and

WHEREAS, Metro has provided technical and financial support for the past seven "SOLV-IT" events; and

WHEREAS, the 1996 "SOLV-IT" event succeeded in collecting more than 524 tons of material from 74 different sites throughout Multnomah, Clackamas and Washington Counties. This tonnage included 381 tons of mixed solid waste, 21.6 tons of recyclable scrap metal, 88.2 tons of wood debris and 2,585 waste tires; and

WHEREAS, the 1997 annual event is coordinated by Stop Oregon Litter and Vandalism (SOLV) and KINK Radio, and includes four other major sponsors: Metro, Weyerhaeuser, Sleep Country USA., and KGW Northwest News Channel 8; and

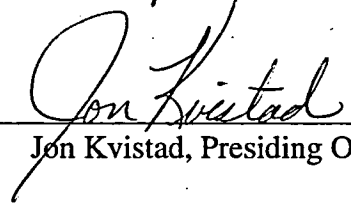
WHEREAS, the coordinating organization is the only organization qualified to perform the services as outlined in the contractual Scope of Work; and

WHEREAS, the Executive Officer has reviewed the contract with SOLV and hereby recommends Council approval; now, therefore,

BE IT RESOLVED, THAT

The Metro Council hereby exempts the attached contract (Exhibit "A" hereto) with SOLV from the competitive proposal requirement pursuant to Metro Code Chapter 2.04.060. because the Council finds SOLV to be the sole provider of the required services.

ADOPTED by the Metro Council this 27th day of February, 1997.



Jon Kvistad, Presiding Officer

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 97-2461 FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER 2.04.060, PERSONAL SERVICES CONTRACTS SELECTION PROCESS, AND AUTHORIZING A SOLE-SOURCE CONTRACT WITH STOP OREGON LITTER AND VANDALISM (SOLV) FOR THE SPONSORSHIP OF THE ANNUAL "SOLV-IT" CLEANUP EVENT ON SATURDAY, APRIL 19, 1997.

Date: February 6, 1997

Presented by: Bruce Warner

PROPOSED ACTION

Adoption of Resolution No. 97-2461 would authorize an exemption to competitive contract procedures and authorize the execution of a personal services contract (Exhibit A) with Stop Oregon Litter and Vandalism (SOLV). The contract will provide services in coordinating the seventh annual "SOLV-IT" Cleanup event scheduled for Saturday, April 19, 1997. SOLV is the only agency of its kind to coordinate this type of event on this scale. SOLV will target at least six large chronic illegal disposal sites in the Metro region. Emphasis will also include flood and storm debris on public property. SOLV will work with local governments and up to 60 community-based events in conjunction with neighborhood associations and other volunteer organizations at sites that have been identified as chronic local problem areas.

FACTUAL BACKGROUND

Metro has supported the annual one-day "SOLV-IT" clean up since the event first started in 1990. Over that period of time, the scale of illegal dumping has become more manageable on a site-by-site basis. During the first two years, SOLV IT concentrated on collection of tires, scrap metal, and yard debris from neighborhoods plus removal of solid waste from illegal dumpsites that were proliferating throughout the metropolitan area. With the institution of curbside recycling in 1993, SOLV IT shifted its focus to cleaning illegal dumpsites. Remediation programs from Metro, other local cleanup projects and SOLV IT were so successful that in 1995 only a few major dumpsites remained to be cleaned. In an effort to be responsive to the changing needs of the metropolitan community, SOLV IT adjusted its focus again to target smaller dumpsites and neighborhood community cleanup. SOLV IT 1996 continued that emphasis with 74 sites selected for cleanup that involved neighborhoods/communities as well as smaller illegal dumpsites.

Seven years of efforts have resulted in the removal of nearly 3.5 million pounds of discarded debris with the help of some 23,300 volunteers. According to Earth Day Network, the clearinghouse for Earth Day activities nationwide, **SOLV IT 1996 was the largest cleanup in the nation.**

A few years ago, with the help of the Association of Oregon Contractors, SOLV undertook to install barricades and plantings, attempting to reduce or eliminate casual access to chronic sites. This is an effort that has continued, with neighborhood associations placing signs and securing permission to install barriers on private property. On the down side, illegal dumpers have moved

on to other places, and though the "mega" sites in isolated locations dumped in for years are starting to disappear, the trend now is more widely dispersed at smaller sites that are more accessible and closer to the population. Working with neighborhood associations' activities, this year will focus on the numerous smaller but chronic dumpsites in neighborhoods and cleaning up the fewer large sites in the region that remain chronic. Emphasis will also be placed on flood and storm debris on public property.

Comparisons for 1994, 1995 and 1996 are as follows:

| | <u>Mixed Waste</u> | <u>Scrap Metal</u> | <u>Tires</u> |
|------|--------------------|--------------------|--------------|
| 1994 | 83 tons | 8.2 tons | 4,836 |
| 1995 | 155 tons | 6.1 tons | 2,213 |
| 1996 | 381 tons | 21.6 tons | 2,586 |

Wood waste was measure this year and over 176,400 pounds or 88.2 tons were collected. Though wood waste and yard debris are generally too contaminated for separation from mixed waste, Storm wood waste was easier to discern. Illegal disposal of yard debris appears to fluctuate from year to year, with no major attributable cause.

Metro will be one of five primary event sponsors which include KINK Radio, Weyerhaeuser, Sleep City USA, and KGW Northwest News Channel 8. Local haulers helped with SOLV-IT since the beginning. Last year they included: American Sanitary Service, B & B Leasing, Cedar Mill Disposal, Cloudburst Recycling, Gruetter Disposal Service, Keller Drop Box Service, Metropolitan Disposal, Miller Sanitary Service, Mt. Hood Refuse Removal, Inc., Oregon City Garbage, Sunset Garbage, Schnitzer Steel, Refuse Removal, Walker Garbage Service, Waste Recovery, Inc., Waste Management of Oregon, and Weyerhaeuser Company. Additional assistance with waste hauling is provided by the City of Portland, Port of Portland, Clackamas and Washington Counties, and Mt. Hood Community College.

The estimated cost of the event is \$103,000. In-kind and donated services from organizations and other businesses in the community are solicited by SOLV to help reduce direct costs. Additionally, each primary event sponsor has agreed to provide in-kind services as part of their participation. Metro will provide printing of posters and brochures, site map production, use of clean up equipment on day of event, volunteer recruitment, and assistance with calls in the Metro Recycling Information and Regional Environmental Management reception.

The Scope of Work calls for SOLV to perform the following:

1. Advertising/Promotion: Develop and procure all print and electronic media advertisements, recognizing Metro as a primary sponsor along with other sponsors.
2. Community Cleanup Events: Community-based cleanup events will include collection of separated recyclables and/or reusables such as scrap metal, tires, etc. conducted at 50 to 60 public properties. SOLV will work with local governments, neighborhood associations, and civic organizations to identify and select sites to be scheduled for cleanup.

3. Cleanup of Illegal Dump Sites on Public Land: SOLV will conduct cleanups on at least six large, chronic illegal dump sites in and near the region.
 - a) Activities and/or events must be distinctly different from normal maintenance responsibilities of local governments (such as public works road crews or parks department cleanups).
 - b) Installation of prevention devices such as barricades or plantings for sites as appropriate.
4. Reporting: The Contractor's Project Manager will provide Metro with event information including a report describing the cleanups:
 - a) Total amount collected for each type of material and where material was disposed or recycled;
 - b) Number of participants in the event and number of volunteers contributing to the cleanup and recycling activities.
 - c) Highlights of the event.
5. Event Coordinator: SOLV is responsible for overall event coordination, including working directly with KINK Radio and other primary sponsors to publicize the event, solicit donations from other businesses and organizations, and recruit and organize volunteers to clean up, drive trucks, unload and transfer debris, and transport to disposal and recycling facilities.

We will again field a team of Metro volunteers to help with clean up. Each year about 50 Metro employees and their families have volunteered their Saturday to help clean-up at the site of their choice. Last year, we selected Smith & Bybee Lakes and Peninsula Crossing Trail Corridor. SOLV is working with Metro's Regional Environmental Management Department and Regional Parks and Greenspaces to determine this year's site. **Anyone reading this staff report is welcome and needed to participate in this event.**

BUDGET IMPACT

In FY 1996-97, \$30,000 is listed for the clean-up program in the Environmental Services Division budget.

In-kind contributions include: Assistance from the Creative Services Division, Metro Recycling Information, and Regional Environmental Management reception in answering cleanup inquiry calls from the public; contacts with the media and Metro's radio ad productions; designing, printing and mailing of event brochures; and operations assistance from Metro disposal facilities.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 97-2461.

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 NE Grand Avenue, Portland, Oregon 97232, and STOP OREGON LITTER AND VANDALISM (SOLV), referred to herein as "Contractor," located at P.O. Box 1235, Hillsboro, Oregon 97123.

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

1. Duration. This personal services agreement shall be effective March 15, 1997, and shall remain in effect until and including June 15, 1997, unless terminated or extended as provided in this Agreement.

2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.

3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00).

4. Insurance.

a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

- (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
- (2) Automobile bodily injury and property damage liability insurance.

b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the state of Oregon and shall be conducted in the circuit court of the state of Oregon, for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor five days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

16. Modification. Notwithstanding any and all prior agreements or practices, this Agreement constitutes the entire Agreement between the parties, and may only be modified in a writing signed by both parties.

STOP OREGON LITTER AND
VANDALISM (SOLV)

METRO

By: _____

By: _____

Print name and title

Print name and title

Date: _____

Date: _____

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EXHIBIT A

SCOPE OF WORK

PROJECT: Coordination of Annual "SOLV-IT" Event
CONTRACTOR: Stop Oregon Litter and Vandalism (SOLV)
PROJECT TERM: March 15, 1997 through June 15, 1997
PROJECT TOTAL: \$30,000

CONTRACTOR'S RESPONSIBILITIES:

Contractor shall be responsible for conducting a community and illegal dump site cleanup event on Saturday, April 19, 1997, in the metro region. The number and exact location of sites will be determined by Contractor by April 19, 1997.

1. Community Cleanup Events:

Community-based cleanup events will include collection of separated recyclables and/or reusables such as scrap metal, tires, etc. conducted at approximately 60 public properties. SOLV will work with local governments and neighborhood organizations to identify and select sites to be scheduled for cleanup, and will also assume responsibility for arranging access to any identified public properties, if necessary.

2. Cleanup of Illegal Dump Sites on Public Land: SOLV will conduct cleanups on six large chronic illegal dump sites in the region.

- a. Contractor's activities and/or events will be distinctly different from normal maintenance responsibilities of local governments (such as public works road crews or parks department cleanups).
- b. Contractor shall assume responsibility for installation of prevention devices such as barricades or plantings for sites as appropriate.
- c. Contractor shall assume responsibility for arranging access to such sites if necessary.

3. Publicity: Contractor shall identify Metro as a major sponsor in all event media publicity, event signage, etc.**4. Reporting:** The Contractor's Project Manager will provide Metro with event information on or before June 15, 1997, including a report describing the cleanups:

- a. Total amount collected for each type of material and where material was disposed or recycled;
- b. Number of participants in the event and number of volunteers contributing to the cleanup and recycling activities.
- c. Highlights of the event.

METRO'S RESPONSIBILITIES:

Metro will provide printing of the event materials such as brochures and posters, assistance with distribution of same, and will provide other assistance as necessary to develop and evaluate the project, including coordination between the Contractor and Metro's Creative Services Division.

PAYMENT AND EVENT REVENUE:

Metro will expedite the lump sum payment of \$30,000 to the Contractor immediately following contract approval. Any expenses which exceed Metro's total cash contribution of \$30,000 shall be borne by the Contractor. The majority of the event revenue is contributed by the following major sponsors: Metro, KINK, Sleep City USA, Weyerhaeuser and KGW News Channel 8. Additional revenue is generated from donations of \$10,000, \$5,000 and \$1,600 packages from other local businesses, to be used in covering costs of staging the SOLV-IT event.

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