

BEFORE THE METRO COUNCIL

RESOLUTION OF METRO COUNCIL, ACTING)	RESOLUTION NO. 13-4460
AS THE METRO CONTRACT REVIEW BOARD,)	
FOR THE PURPOSE OF APPROVING A SOLE)	Introduced by Chief Operating Officer Martha
SOURCE CONTRACT WITH THE COLUMBIA)	Bennett in concurrence with Council
CORRIDOR ASSOCIATION)	President Tom Hughes

WHEREAS, pursuant to ORS 279A.060 and Metro Code 2.04.010 the Metro Council is designated as the Public Contract Review Board for the agency; and

WHEREAS, Metro Code 2.04.062 requires Council approval for contracts awarded without competitive bidding when it has been determined that the goods or services are available from only one source; and

WHEREAS, the Columbia Corridor Association has developed the ResourceFull Use Exchange Project, which is a unique program in the region that conducts face-to-face and online reuse exchanges with regional businesses; and

WHEREAS, the ResourceFull Use Exchange Project helps businesses identify their waste products, raw material needs and transportation inefficiencies and match business' waste products with another business' raw material needs; and


WHEREAS, ResourceFull Use Exchange Project will help the Resource Conservation and Recycling Division of Metro achieve its goals of reducing health and human impacts associated with the generation and disposal of waste and reduce the greenhouse gas emissions associated with the regions consumption of goods and food; and

WHEREAS, the Metro Procurement Officer believes that the unique ResourceFull Use Exchange Project, supported by the Columbia Corridor Association, warrants the use of a sole source contract, that it would be impractical to conduct a competitive solicitation process to procure a consultant having such expertise; and that such action is in accordance with the Oregon state law providing for sole source procurements (ORS 279B.075) and Metro Code Section 2.04.062; and


WHEREAS, Metro Code Section 2.04.062 provides that Metro may award a contract for services without competition when the Metro Contract Review Board determines that the needed services are available from only one source; now therefore

BE IT RESOLVED that the Metro Council acting as the Metro Contract Review Board authorizes the Metro Chief Operating Officer to negotiate and execute a sole source contract with the Columbia Corridor Association for the purpose of supporting the ResourceFull Use Exchange Project.


ADOPTED by the Metro Council this 19 day of September 2013.



Tom Hughes, Council President



Approved as to Form:



Alison R. Kean, Metro Attorney

Personal Services Agreement

Metro Contract No. 931751

Personal Services less than \$50,000

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and the Columbia Corridor Association, referred to herein as "Contractor," located at 700 NE Multnomah Street, Suite 340, Portland, OR 97232.

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 as of the date of last signature and shall remain in effect until and including June 30, 2014, unless terminated or extended as provided in this Agreement. This agreement may be renewed or extended for two additional one-year periods at Metro's sole discretion.
2. **Scope of Work.** Contractor shall provide all services and materials specified in the attached "Attachment 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 TEN THOUSAND AND 00/100THS DOLLARS (\$10,000.00). Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.
4. **Insurance.** Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (a) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro;
 - (b) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
 - (c) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease.

Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

Contractor shall provide to Metro 30 days notice of any material change or policy cancellation.

Contractor shall provide Metro with a Certificate of Insurance complying with this article upon return of the Contractor signed agreement to Metro. Certificate of Insurance shall identify the Metro contract number.

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 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 six years after Metro makes final payment and all other pending matters are closed.

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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 chapters 279A, 279B and 279C and the recycling provisions of ORS 279B.025 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 without Metro's written consent.
14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven (7) 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 and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties. Metro may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by Metro, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

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17. Severability. The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by METRO to enforce a provision of the Contract is not to be construed as a waiver by METRO of this right to do so.

18. Counterparts. This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original.

19. Delivery of Notices. Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

To Contractor: Corky Collier
Columbia Corridor Association
6627 NE 82nd Ave, Suite 102
Portland, Oregon 97220

To Metro: Will Elder
Metro
600 NE Grand Ave
Portland, OR 97232

CONTRACTOR

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

Scope of Work – Attachment A

Metro Contract No. 931751

A. Purpose and Goal of Work

To grant funds to the Columbia Corridor Association for work on the ResourceFull Use Exchange Project which will support ResourceFull Use's efforts to achieve a sustainable program model around material exchanges for the Metro region. A sustainable program will help the region with its waste reduction goals and increase efficiencies with the regions commercial sector.

B. Description of the Scope of Work

Task 1. Program Development and Exchange tracking. (85 hours)

Program development funds will allow us the ability to solidify our current program and plan for future success.

- I. Long-range strategic planning and partnership development
 - A. Regular meetings and communication with our strategic partners both locally and regionally to receive input and coordinate efforts (e.g. counties and municipalities; NBIS, etc.; assume two to four meetings; 16 hours)
 - B. Develop Strategic Plan (45 hours)
 1. Explore partnership opportunities with similar and complementary programs (e.g. NBIS, Community Environmental Services, and Association of Oregon Recyclers, EcoApprentice);
 2. Build off of findings from the City of Portland's review of other programs; evaluate elements and funding mechanisms for incorporation into ResourceFULL Use (e.g. National Industrial Symbiosis Programme –NISP, SecondCycle)
 3. Assess program development ideas from University of Oregon class analyses.
 4. Evaluate incorporation of business incubator entrepreneur
 5. Identify and evaluate long-term funding mechanisms such as
 - a. Percentage of exchange value
 - b. Public or grant funding
 - c. Sponsorships
 - d. Fee to participate
 - C. Plan preparation: key milestones, partnerships and funding mechanisms (14 hours)
- II. Exchange tracking and expansion (10 hours; 2.5 hours/quarter)
 - A. Provide follow up coaching to participants to facilitate exchanges
 - B. Collect metrics from successful exchanges
 - C. Expand upon successful exchanges and build markets around them

Task 2. Workshop. (22 hours)

Host a 2-hour facilitated workshop or Clean Up Day in the Lloyd District (or other location determined with Metro input) in Fall 2013 or early 2014 with follow-up on the identified potential exchanges.

The current proposed location is the Lloyd Center Shopping Mall. The U of O research suggests that shopping malls could follow the Port of Portland Clean Up Day model. If this location is selected, contractor would coordinate with the on-going Lloyd Ecodistrict activities, as well as invite representatives from other regional shopping centers, to seed interest in replicating the model.

An alternative location that has been identified is the Swan Island industrial area. The diverse industrial and manufacturing base has potential for on-going and one-time material exchanges, as well as being a possible focus for continued area collaboration and partnerships between organizations.

Scope of Work – Attachment A

Metro Contract No. 931751

Whichever location is selected, the workshop format will include the following:

- I. Brief program overview
- II. Short presentations on resource reduction topics or case studies by practitioners (ideally selected from the area selected)
- III. Exploration of exchange opportunities (e.g. Speed Resource Exchange "dating")
- IV. Facilitated roundtables to brainstorm next steps for identified exchanges

This task includes program design, coordination of outreach, workshop facilitation, and material exchange follow up.

Project Schedule

Quarter	Activities
1	Initiate strategic planning process. <ul style="list-style-type: none"> • Meet with strategic partners – set goals; frame program. • Explore partnership with other programs; assess UO program expansion suggestions; evaluate funding mechanisms. • Build off of City of Portland’s evaluation of other programs Follow up on workshop exchanges.
2	Explore partnership with other programs; assess UO program expansion suggestions; evaluate funding mechanisms. Follow up on workshop exchanges.
3	Meet with strategic partners - review results; explore funding strategies Plan and facilitate workshop (Lloyd District or other location determined with input from Metro). Follow up on workshop exchanges.
4	Follow up on workshop exchanges. Compile results. Prepare strategic plan and workshop summary.

C. Deliverables/Outcomes

Strategic plan summary including key milestones, proposed timeline, partnerships and funding mechanisms.

The strategic plan will also include the following two stand-alone pieces:

- a. Follow up and quantification of all exchanges identified in workshop series.
- b. Summary memo of Metro-funded workshop.

D. Payment and Billing

Contractor shall perform the above work for a maximum price not to exceed TEN THOUSAND AND 00/100TH DOLLARS (\$10,000.00).

The maximum price includes all fees, costs and expenses of whatever nature. Upon final contract signature and receipt of an invoice from Contractor, Metro will pay Contractor TEN THOUSAND AND 00/100TH DOLLARS (\$10,000.00) in one lump sum. Contractor’s billing invoice shall include the Metro contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, and tax amount (if applicable). Contractor’s billing invoice 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. Contractor’s billing invoice shall be submitted to Metro by June 30, 2014. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 13-4460, FOR THE PURPOSE OF APPROVING A SOLE SOURCE CONTRACT WITH THE COLUMBIA CORRIDOR ASSOCIATION

Date: September 19, 2013

Prepared by: Will Elder, 503-797-1581

BACKGROUND

In 2008, Metro Council adopted the Regional Solid Waste Management Plan (RSWMP). RSWMP identifies waste reduction and prevention as key priorities for Metro.

When the waste of one organization is used as an input for another, many benefits accrue to participating organizations and to the environment. Solid waste, greenhouse gas emissions and pollution are decreased and efficiencies increase. Economic benefits include costs savings from reduced hazardous and solid waste, low cost or free locally sourced materials, new product development, and potentially, the creation of green jobs.

Columbia Corridor Associations' ResourceFull Use project is a Portland-Metro area project designed to provide manufacturers and industry with a combined face-to-face and electronic mechanism to actively exchange resources for reuse. Material exchanges are a way for businesses to find uses for materials that would be considered waste by the generator and is one way for Metro to achieve the region's waste reduction goals. The ResourceFull Use project helps businesses identify their waste products, raw material needs and transportation inefficiencies and attempt to match one business' waste products with another business' raw material needs.

There are two desired outcomes from this contract between Metro and Columbia Corridor Association. The first is the opportunity for the ResourceFull Use project to go through a strategic planning process to identify potential partnership, sustainable funding options for the program and exchange platforms. The second is to perform one material exchange workshop in the Lloyd Eco District. This will also support the work Metro is currently involved with in the Eco-district.

Metro has identified ResourceFull Use project as one that will support the regions waste reduction goals and is the only organization in the region doing this work. The Resource Conservation and Recycling Division at Metro (RCR) has set aside funds in the FY 2013-14 budget to assist in strategic planning and providing a workshop in the Lloyd Eco-district.

ANALYSIS/INFORMATION

1. Known Opposition

There is no known opposition.

2. Legal Antecedents

None known.

3. Anticipated Effects

Approving this contract will allow ResourceFull Use to continue the work they are doing around reuse as well as plan for the future and be a self-funding, sustainable program here in the region.

4. Budget Impacts

Program budgeted in the 2013-14 budget.

RECOMMENDED ACTION

RCR recommend that Council approve the contract with the Columbia Corridor Association.