

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING)	RESOLUTION NO. 93-1750
AN EXEMPTION TO METRO CODE)	
CHAPTER 2.04.060, PERSONAL SERVICES)	INTRODUCED BY
CONTRACTS SELECTION PROCESS, AND)	RENA CUSMA,
AUTHORIZING A SOLE-SOURCE CONTRACT)	EXECUTIVE OFFICER
WITH STOP OREGON LITTER AND)	
VANDALISM (SOLV) FOR SPONSORSHIP OF)	
THE ANNUAL "SOLV-IT" CLEANUP EVENT)	
ON SATURDAY, APRIL 17, 1993)	

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 three "SOLV-IT" events; and

WHEREAS, the 1992 "SOLV-IT" event succeeded in collecting more than 63 tons of mixed solid waste, nearly 30 tons of recyclable scrap metal, more than 45 tons of wood waste and yard debris, and 6,841 waste tires; and

WHEREAS, the annual event is coordinated by Stop Oregon Litter and Vandalism (SOLV) and KINK Radio, and includes the three other major sponsors: Metro, Safeway, Inc., Bank of America; and

WHEREAS, the coordinating agencies are the only organizations 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 Contract Review Board 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 Board finds SOLV and KINK Radio the sole providers of the required services.

ADOPTED by the Metro Contract Review Board this 11th day of February, 1993.



Judy Wyers, Presiding Officer

JM:clk
01/21/93
SW931750.RES

**"We don't inherit the earth
from our parents, we borrow it
from our children"**

Eugene Green, Columbia River Inter-tribal
Fish Commission Chair



We don't tend to think of a beautiful state like Oregon as being trashed by the illegal disposal of garbage. But it is. We, too, are facing the consequences of the "throw-away" culture America has become over the years. As a result, hundreds of illegal dump sites across the state are magnets for the unlawful disposal of a variety of solid waste.... everything from broken appliances, bags of yard clippings, old tires, household refuse and more.... Over the past three years, SOLV IT has cleaned up over 867,000 tons of illegally dumped materials with the help of 12,500 volunteers. Thanks to your efforts and the support of corporate sponsors and numerous government agencies, SOLV IT sustains the environmentally conscious reputation for which our great Northwest is known. This year, SOLV IT takes place on Saturday, April 17th with concentrated clean-up efforts in Multnomah, Clackamas and Washington Counties. Once again, SOLV IT will provide citizens an opportunity to join together to make a visible impact on the amount of garbage improperly disposed of in our community. Individually, we can't change the condition of our region, but collectively, we can make a change for a better future.

SOLV IT WAS CREATED BY KINK fm 102 IN 1990 AND IS PRODUCED ANNUALLY BY KINK AND STOP OREGON LITTER AND VANDALISM.

SOLV IT P.O. BOX 1235, HILLSBORO, OR 97123

PRINTED ON RECYCLED PAPER, PLEASE RECYCLE.



SOLV IT

CLEAN UP YOUR NEIGHBORHOOD
AND HELP CLEAN UP THE WORLD

**MAKE A DIFFERENCE
VOLUNTEER TO CLEAN-UP
AN ILLEGAL DUMPSITE
APRIL 17, 1993
SATURDAY AT 9 A.M.**



kink
fm 102


SAFeway




Bank of America



METRO

A BENEFIT FOR
STOP OREGON LITTER AND VANDALISM.


THINK GLOBALLY ACT LOCALLY

 During the past three SOLV IT clean-ups, volunteer teams have removed hundreds of tons of illegally dumped debris. This is a hard day's work, but extremely rewarding to see what a difference your efforts can make in helping to beautify your state. Get together a group of friends, neighbors or a corporate clean-up team from the office and join us as we clean up "our" world!

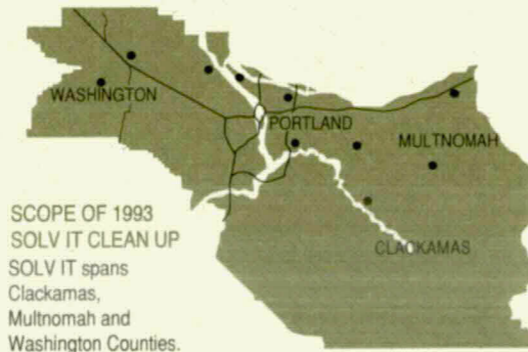
People tend to unlawfully dump litter and debris more frequently in areas where dumping has already occurred. Public roads and out-of-the-way natural areas are where moonlight dumpers most often illegally dispose of debris, resulting in the creation of hundreds of illegal dump sites. This makes cleaning these sites critical to curtailing future dumping. Once these areas have been cleaned by SOLV IT volunteer teams, barriers will be constructed at many sites to prevent further dumping.

Many of the illegal dump sites scheduled for clean-up are located near waterways. These sites are the most critical because creeks and tributaries introduce environmental damage beyond the site itself--sending waste down through the waterways. These are the types of illegal dump sites targeted for clean-up on April 17th at 9 am.

GET DOWN GET DIRTY


 If you are interested in more information about volunteering to help clean up one of the illegal dump sites slated for SOLV IT 1993 please call:

**THE SOLV IT HOTLINE
at 647- 9855 after April 1st for
specific dump site assignments**



For safety reasons, children under the age of 16 are not allowed into the illegal dumpsite cleanups. However, there will be one site designated for younger children to help pick up litter or they may be able to help with registration and other activities. Please call 647-9855 for more information.

FOR NATURE'S SAKE


 In addition to volunteering for SOLV IT, you can also get in the running--or walking--to help save the earth. This year, Nordstrom is donating a portion of the proceeds to SOLV IT from its:

12th Annual 8K on Broadway
Sunday, April 18th at 8:45 A.M.

For race details please call:

Nordstrom Event Information
at 229-2803

TIPS FOR ILLEGAL DUMP SITE VOLUNTEERS


 We strongly encourage you to wear boots, heavy pants (denim) and heavy work gloves. A long-sleeve shirt is also recommended. Please dress appropriately for the weather. You may want to bring rain gear and a change of clothes.

Special concerns at illegal dump sites are hypodermic syringes, condoms, hazardous waste and materials not easily identifiable. If you find any of these items, **DO NOT TOUCH THEM.** Seek out the volunteer supervisor and let him/her dispose of the item properly. At least one SOLV IT coordinator will be at each site. Due to these special concerns, **children under the age of 16 are not allowed into the sites.**

Snacks and beverages will be provided but you may want to pack a lunch since we will be working up to four hours at a site. Please bring additional beverages to avoid dehydration (no alcohol of any kind will be permitted at any of the work sites.)

Above all, please don't take unnecessary risks. Remember, it is not how much one person accomplishes, but rather how much we accomplish as a community of volunteers. Work slowly and safely. Be mindful of your fellow volunteers' safety as well as your own.

STOP OREGON LITTER AND VANDALISM

 Founded in 1969 by Governor Tom McCall, Stop Oregon Litter and Vandalism (SOLV) is a registered, non-profit organization committed to keeping Oregon clean. As one of the oldest, best-known environmental organizations in Oregon, SOLV's mission is to facilitate private and public partnerships that will aid in keeping Oregon livable. This objective is accomplished through statewide educational campaigns, on-going clean-up programs, and events like SOLV IT.

SOLV is the technical coordinator and financial beneficiary of SOLV IT. SOLV IT is a one-day annual event conceived in 1990 by KINK fm 102 and coordinated by KINK and Stop Oregon Litter and Vandalism.



KINK fm 102 and SOLV would like to thank participants, like yourself, and the following companies for their generous support of SOLV IT:

Safeway, METRO, Bank of America, KGW TV Channel 8, Smith's Home Furnishings, Nordstrom, P.G.E., Oregon Lottery, CH2M Hill, Waste Recovery Partners, Inc., Oregon Digital, Art Media, Alex Forma and local area garbage haulers and processors.

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, referred to herein as "Metro," located at 2000 S.W. First Avenue, Portland, OR 97201-5398, 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 February 15, 1993 1993, and shall remain in effect until and including June 15, 1993, 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 00/100THS DOLLARS (\$30,000).
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 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.

STOP OREGON LITTER AND
VANDALISM (SOLV)

METRO

By: _____

By: _____

Print name and title

Print name and title

Date: _____

Date: _____

EXHIBIT A

SCOPE OF WORK

Project: Coordination of Annual "SOLV-IT" Event
Contractor: Stop Oregon Litter and Vandalism (SOLV)
Project Term: February 15, 1993 through June 15, 1993

CONTRACTOR'S RESPONSIBILITIES:

Contractor shall be responsible for the following cleanup program, to be coordinated Saturday, April 17, 1993 at local sites and up to 12 illegal dump sites in the metro region :

1. Cleanup Events at Chronic County/City Sites:

- < Community-based cleanup events will include collection of separated recyclables and/or reusables such as scrap metal, tires, etc. conducted at chronic local sites. The number of events will be determined by April 17, 1993.

2. Cleanup of Illegal Dump Sites on Public Land:

- 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.

Reporting: The Contractor's Project Manager will provide Metro with information pertaining to events as follows:

- 1. A short report related to the County/City cleanups to include:
 - 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.
- 2. A summary report of all illegal dump site cleanups, including event highlights.

METRO'S RESPONSIBILITIES:

The Metro Project Manager will provide assistance as necessary to develop and evaluate the project, including coordination between the Contractor and Metro's Public Affairs Department staff.

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 are the responsibility of the Contractor. The majority of the event revenue is contributed by the following major sponsors: Metro, KINK, Bank of America and Safeway, Inc. Additional revenue is generated from donations of \$10,000 and \$5,000 packages from other local businesses, to be used in covering costs of staging the SOLV-IT event.

JM:clk
January 22, 1993
s:\mandt\contract\SOLV-IT.93

Competitive quotes, bids or proposals:

N/A -- Sole Source

Submitted by _____	\$Amount _____	M/W/DBE _____	Foreign or Oregon Contractor _____
Submitted by _____	\$Amount _____	M/W/DBE _____	Foreign or Oregon Contractor _____
Submitted by _____	\$Amount _____	M/W/DBE _____	Foreign or Oregon Contractor _____

Comments: _____

Attachments:

- Ad for bid
- Plans and specifications
- Bidders list (M/W/DBEs included)

Instructions:

1. Obtain contract number from procurement division.
Contract number should appear on the summary form and all copies of the contract.
2. Complete summary form.
3. If contract is:
 - A. Sole source, attach memo detailing justification.
 - B. Less than \$2,500, attach memo detailing need for contract and contractor's capabilities, bids, etc.
 - C. More than \$2,500, attach quotes, evaluation form, notification of rejection, etc.
 - D. More than \$10,000 or \$15,000 attach RFP or RFB respectively.
 - E. More than \$50,000, attach agenda management summary from council packet, bids, RFP, etc.
4. Provide packet to procurement for processing.

Special program requirements:

General liability: _____ / _____ / _____

Liquidated damages \$ _____ day

<input type="checkbox"/> Workers comp	<input type="checkbox"/> Prevailing wages
<input type="checkbox"/> Auto	<input type="checkbox"/> Non-standard contract
<input type="checkbox"/> Professional liability	<input type="checkbox"/> Davis/Bacon

Dates:

Ads _____ (Publication) _____

Pre-bid meeting _____ Bid opening** _____

Filed with council _____ For action _____

Filed with council committee _____ For hearing _____

Project estimate: _____

Funding:

- Local/state
- Federal
- Other

Bond requirements:

_____ % Bid \$ _____

_____ % Performance \$ _____

_____ % Performance/payment* \$ _____

_____ % L/M \$ _____

* Separate bonds required if more than \$50,000.

** Minimum period: two weeks from last day advertised.




METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

Memorandum

DATE: January 21, 1993

TO: Contracts Management

FROM: Judith Mandt, Administration Manager 

RE: Sole Source Justification for Solid Waste Contract No. 902882 Stop Oregon Litter and Vandalism (SOLV) \$30,000; 2/15/1993 - 6/15/1993

This contract is a sole source contract with Stop Oregon Litter and Vandalism (SOLV), a state-wide organization whose purpose is to work with local businesses, organizations, governments, and individuals to prevent littering and blight throughout the state. They stage annual events to clean up river shores and the ocean beaches, correct and prevent community vandalism, and clean up areas subjected to illegal dumping. SOLV is the only organization of its kind in Oregon and is the only entity that stages events of this type in the Metro region, thus necessitating exemption to competitive bidding procedures and initiation of a sole source contract for services.

JM:clk

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SOLID WASTE COMMITTEE REPORT

RESOLUTION NO. 93-1750 AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER 2.04.060, PERSONAL SERVICES CONTRACTS SELECTION PROCESS, AND AUTHORIZING A SOLE-SOURCE CONTRACT WITH STOP OREGON VANDALISM (SOLV) FOR SPONSORSHIP OF THE ANNUAL "SOLV-IT" CLEANUP EVENT ON SATURDAY, APRIL 17, 1993

Date: February 8, 1993

Presented By: Councilor Gates

COMMITTEE RECOMMENDATION: At it's February 2, 1993 meeting the Committee voted unanimously to recommend Council adoption of Resolution No. 93-1750. Present and voting were Councilors McFarland, McLain and Wyers. Councilors Buchanan and Washington were excused and Councilor Gates also was in attendance.

COMMITTEE DISCUSSION/ISSUES: Judith Mandt, SW Administrative Manager, and Jack McGowan, Executive Director of SOLV, presented the Staff Report. Ms. Mandt pointed out that the purpose of the resolution is to authorize a sole-source contract with SOLV to coordinate the fourth annual "SOLV-IT" Cleanup event scheduled for Saturday April 17. She indicated this will be the fourth year Metro has been a primary sponsor of the event. In the past three years Metro has contributed \$20,000 each year and this year the Council budgeted a \$30,000 contribution to reflect increasing costs of the event.

Ms. Mandt distributed information detailing the amount of materials collected from the past three events (see Attachment 1 to this report). The events have been extremely successful from the point of view of the amounts of material picked up (444,630 lbs. of solid waste; 112,900 lbs. of scrap metal; 13,637 tires; and 90,000 lbs. of yard debris/wood waste) and the participation of over 15,000 volunteers. She indicated that this year out of the Metro funds allocated to Neighborhood Clean-ups jurisdictions can use funds to install barriers to inhibit dumping at chronic illegal dump sights.

Mr. McGowan pointed out that SOLV was created by the late Governor Tom McCall along with business and civic leaders as a public/private partnership to help keep Oregon a desirable place to visit and live. He distributed promotional information about SOLV and played a short video which SOLV uses to recruit new sponsors. Councilor McLain suggested that he take the video out to various city and local governments to recruit other public sponsors and to show how Metro is cooperating with others to improve the quality of life in the region. Mr. McGowan said he would do what he can to implement the suggestion. He thanked the committee for it's support in the past and invited everyone to participate in the "SOLV-IT" Cleanup event on April 17.

A representative from KINK Radio presented thanked the Committee for it's support and presented members present with a "SOLV-IT" tee shirt.

SOLVIT CLEAN-UP EVENT
Materials collected in 1990, 1991, 1992

YEAR	SOLID WASTE	SCRAP METAL	TIRES	YARD DEBRIS/ WOOD WASTE
1990	70,000 lbs.	6,400 lbs.	2,500	2,000 cu yds
1991	248,000 lbs.*	49,500 lbs.	4,300	2,500 cu yds
1992	126,630 lbs.	57,000 lbs.	6,837	90,000 lbs*
Total	444,630 lbs.	112,900 lbs.	13,637	4,500 cu yds 90,000 lbs.

** Amounts of waste retrieved dropped from 1991 to 1992 because wood waste was separated for recycling, thus changing the measurement method for that category from cubic yards to lbs., and because illegal dump site clean-ups focused on sites where the refuse, though less condensed, was spread over larger areas than in previous years.*

Solid waste is disposed at Metro transfer stations.

Scrap Metal is recycled at Schnitzer Steel

Tires are recycled at Waste Recovery Partners, Ltd.

Yard debris is recycled at Grimm's Fuel and McFarlane's Bark

Wood waste is recycled at local wood waste processors

Volunteers: 15,000 + Totals for events have ranged from 3,500 to 6,000.

Event Sponsors:

1990 and 1991 KATU 2, KINK Radio, Metro, NW Natural Gas,
Safeway, Inc.

1992 Association of General Contractors, KINK Radio, Metro
Safeway, Inc.

1993 Bank of America, KINK Radio, Metro, Safeway, Inc.

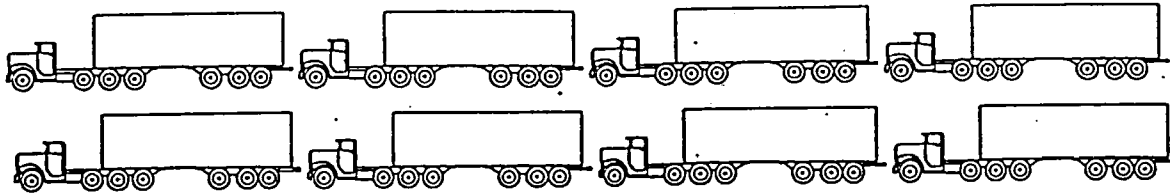
ONE DAY SOLV-IT CLEAN-UP EVENTS

1990, 1991, 1992

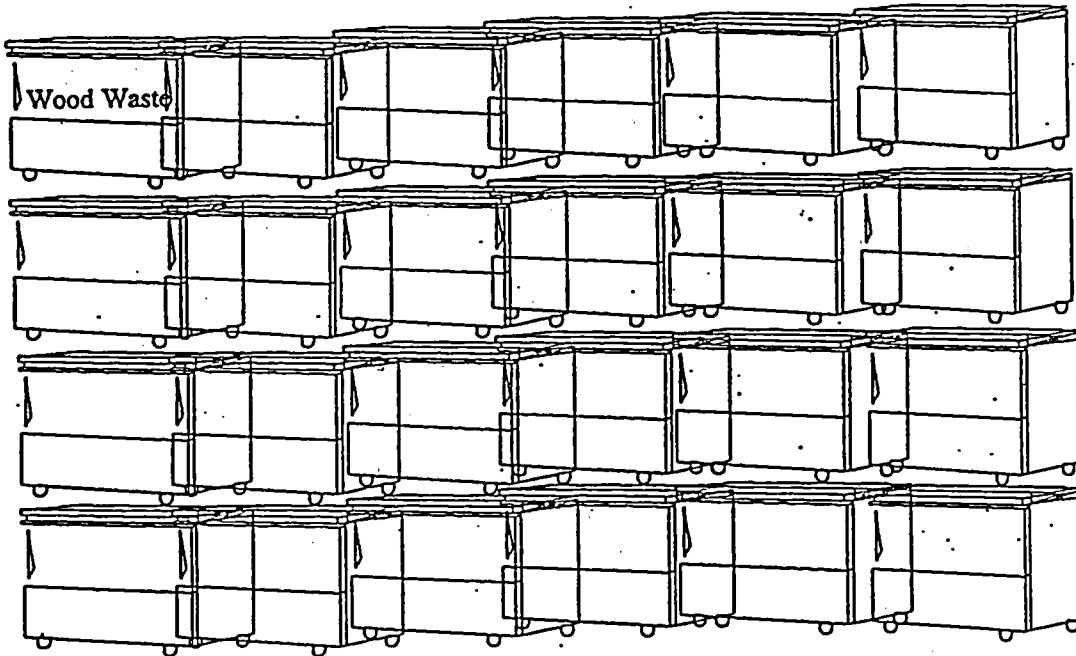
Total Materials Collected



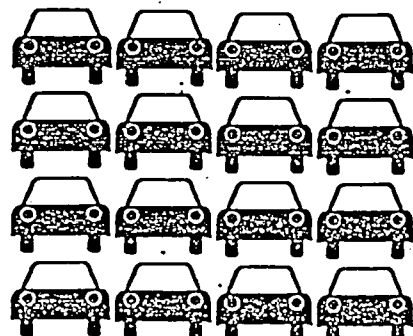
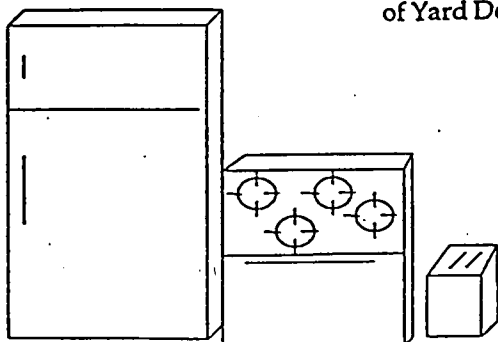
8 miles of tires from end to end
(or 13,637 tires)



8 Jack Gray trucks of Solid Waste
(or 444,630 lbs.)

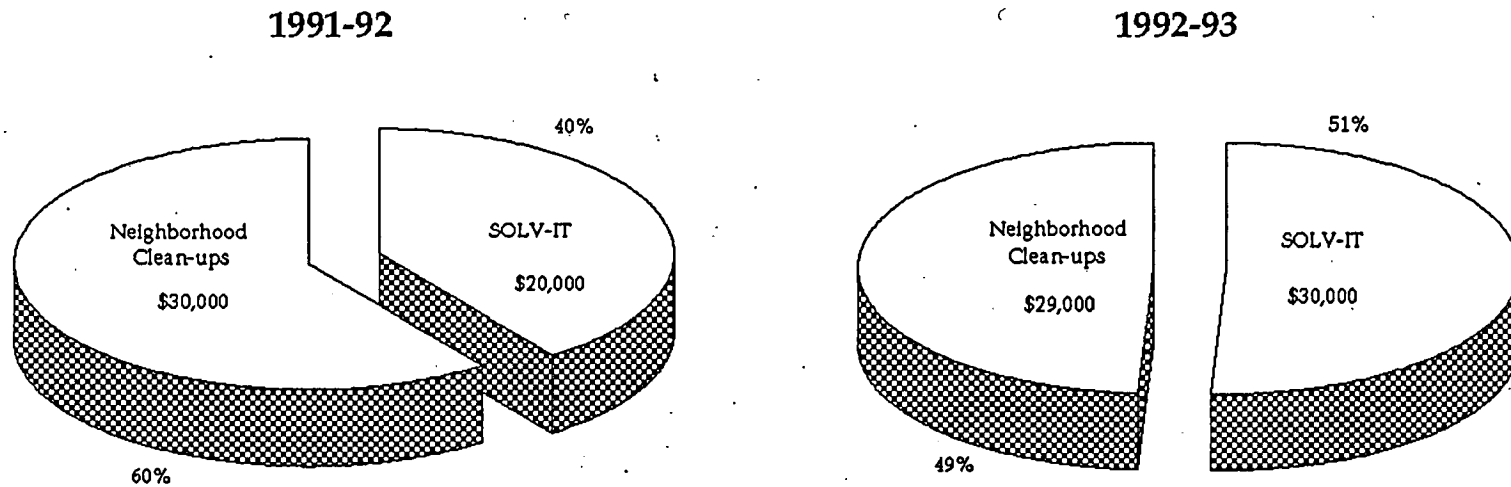


118 Drop Boxes
(or 4,500 cu. yards
plus 90,000 lbs)
of Yard Debris/Wood Waste



112,900 lbs. of scrap metal
(or 45 cars)

Metro's Clean-up Funds Budgeted for Waste Reduction

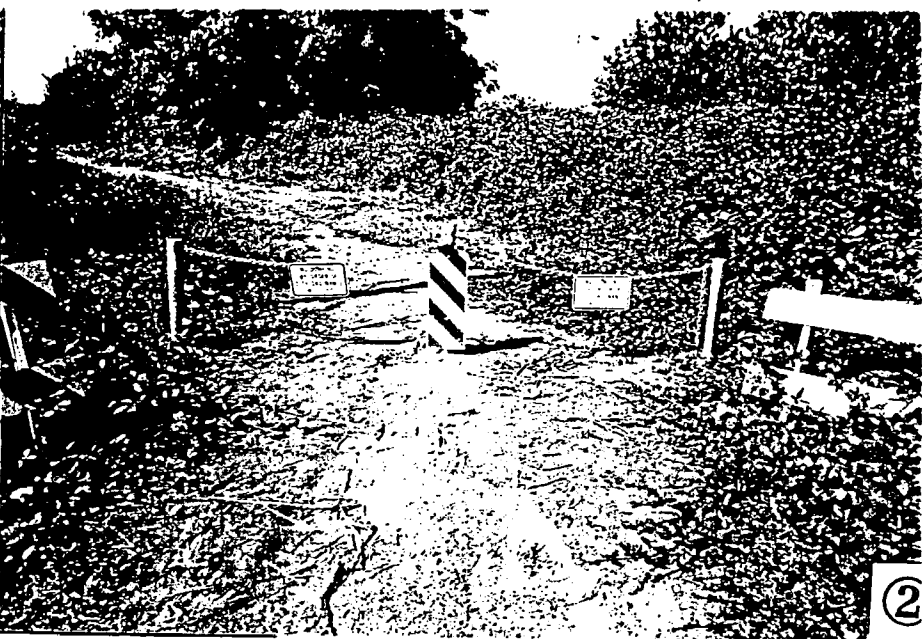


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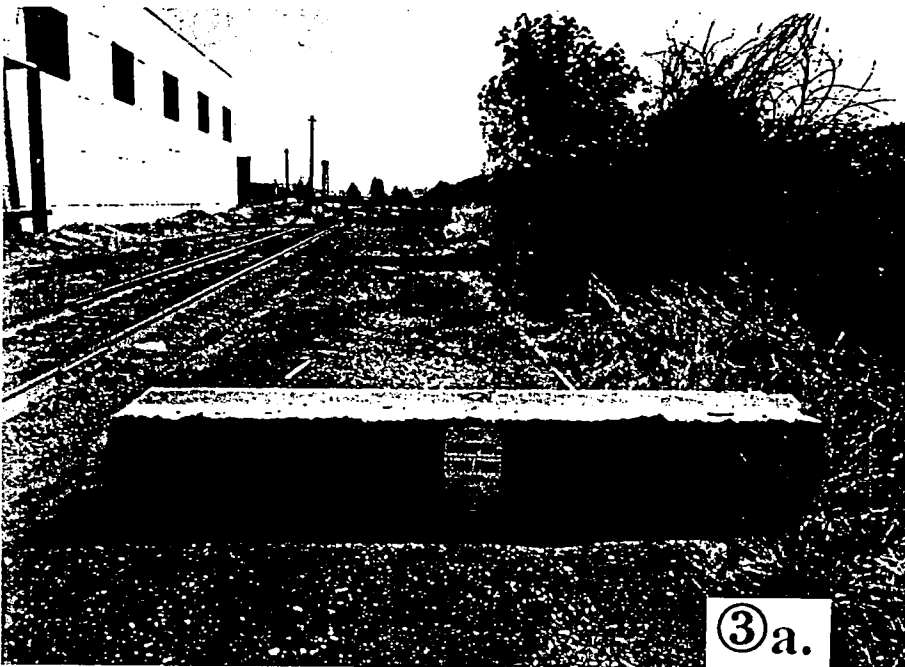
1. \$59,000 is budgeted for the total clean-up program for FY 1992-93.
2. \$30,000 is budgeted for SOLV-IT this year (increased from \$20,000 in previous years). In addition to the large regional illegal dump sites, this year SOLV-IT plans to emphasize local chronic problem sites identified by cities and counties, rather than centralized drop-offs organized by neighborhood coalitions.
3. \$29,000 is budgeted for Neighborhood Clean-ups. The Portland curbside yard debris collection program came on-line in 1992, therefore, local clean-up dollars were reduced to reflect the expected lower neighborhood volumes. Requested funds will be distributed as matched funds for neighborhood clean-ups on a per capita basis. This year jurisdictions may also use their clean-up funds for barrier installations, however, those funds are not required to be matched.



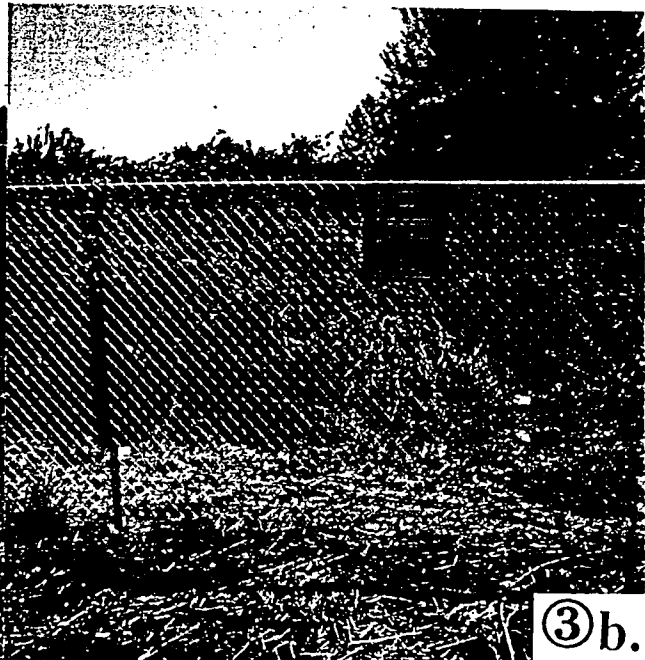
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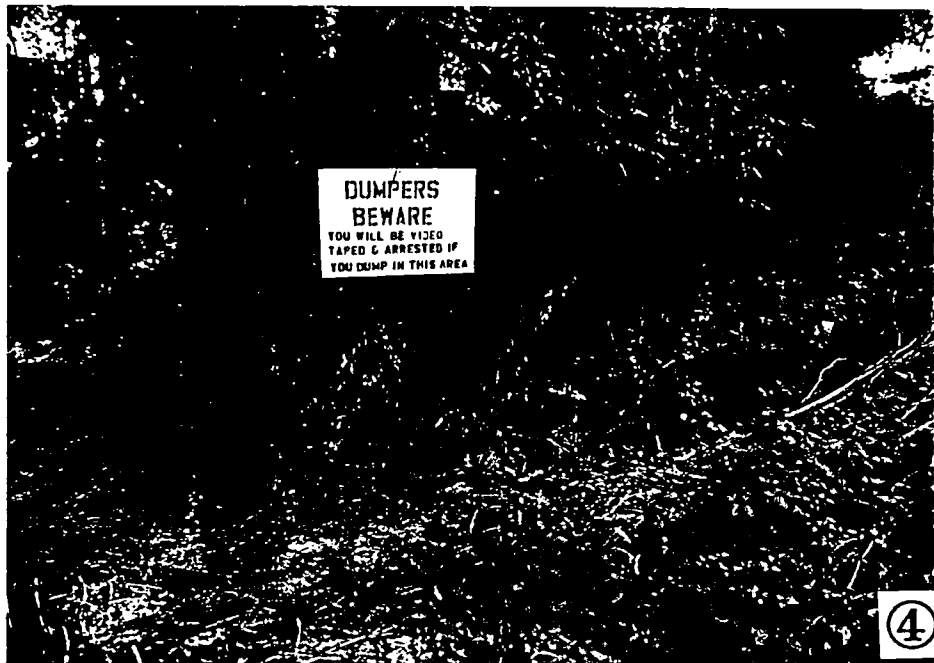
③a.



③b.

Examples of prevention devices installed at chronic illegal dumping sites at various locations in N. Portland - 1992

- 1. Burlington Bottoms
BPA installation
- 2. Smith & Bybee Lakes area
PDX Maintenance Bureau installation
- 3a. Near St. Johns Bridge
- b. Port of Portland installation
- 4. Edgewater (off Willamette Blvd.)
installed by Condominium owners



④

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 93-1750 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 17, 1993.

Date: January 22, 1993

Presented by: Judith Mandt

PROPOSED ACTION

Adoption of Resolution No. 93-1750 would authorize an exemption to competitive contract procedures and authorize the execution of the attached personal services contract (Attachment A) with Stop Oregon Litter and Vandalism (SOLV). The contract will provide services in coordinating the fourth annual "SOLVIT" Cleanup event scheduled for Saturday, April 17. SOLV is the only agency of its kind proposing to coordinate an event of this scale. SOLV will target up to 12 illegal disposal sites in the Metro region, and local chronic problem sites currently being identified by cities and counties will also be cleaned up (the total will be finalized in late March or April).

FACTUAL BACKGROUND

Metro has supported this annual one-day event with a contribution of \$20,000 for the past three years. The Council approved a budget increase to \$30,000 last year, recognizing that costs for the event have gone up and that SOLV needed increased financial support.

Metro will participate as a primary event sponsor with three other primary sponsors: KINK Radio, Bank of America, and Safeway, Inc. The estimated direct cost of the event is \$100,000. In-kind and donated services from organizations and other businesses in the community are solicited as indirect contributions. Each primary event sponsor has agreed to provide in-kind services as part of their participation. In addition to the direct cash contribution, Metro will provide printing of posters and brochures and will assist with call-ins at the RIC and Solid Waste reception area.

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

1. Cleanup Events at Chronic County/City Sites:
Community-based cleanup events will include collection of separated recyclables and/or reusables such as scrap metal, tires, etc. conducted at chronic local sites. The number of events will be determined by date of event.
2. Cleanup of Illegal Dump Sites on Public Land:
 - a. Activities and/or events must be distinctly different from normal maintenance responsibilities of local governments.
 - b. Installation of prevention devices such as barricades or plantings for sites as appropriate.

3. Provide Metro with a summary report of all illegal dump site cleanups and event highlights.
4. Develop and procure all print and electronic media advertisements, recognizing Metro as a primary sponsor along with other sponsors

Additionally SOLV is responsible for over-all 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.

These events have been extremely successful in ridding targeted areas of blight and harmful discarded debris. In 1992, over 63 tons of mixed solid waste, nearly 30 tons of scrap metal, more than 45 tons of wood waste and yard debris, and 6,841 waste tires were collected. The wood waste, yard debris, scrap metal and tires were recycled when possible, But this waste should really be viewed in, pounds, since each piece of debris, television set, couch, mattress, dirty diaper, and old food must be individually picked up, stuffed into litter bags and carted from the ravines and creeks to waiting drop boxes and trucks. Even measured in tons an appalling 325 tons of material--that is 650,000 pounds and over 13,000 old tires illegally dumped by violators have been retrieved through this event over the past three years -- from hillsides, forests, and ditches, much of it in or dangerously close to waters used by swimmers, fishers, and as migratory stops and riparian habitat.

We will again field a team of Metro volunteers to help with clean up. Last year more than 50 Metro employees and their families volunteered their Saturday to help with the clean-up at the site of their choice. Anyone reading this staff report is welcome and needed to participate in this event.

BUDGET IMPACT

The FY 1992-93 Waste Reduction budget includes an allocations of \$59,000 for Cleanups in the region. The SOLV-IT event meets the program objectives developed for these funds, therefore the requested \$30,000 is set aside for the event. Remaining funds are available for local government match, based upon a per capita funding allocation.

In-kind contributions from the Solid Waste Department and Public Affairs Department include assistance from the Recycling Information Center in answering cleanup inquiry calls from the public, and designing, printing and mailing of event brochures, compilation of mailing list for SOLV organization, and operations assistance from Metro disposal facilities.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 93-1750.