

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING	)	RESOLUTION NO. 94-1914
AN EXEMPTION TO METRO CODE	)	
CHAPTER 2.04.060, PERSONAL SERVICES	)	INTRODUCED BY RENA CUSMA,
CONTRACTS SELECTION PROCESS, AND	)	EXECUTIVE OFFICER
AUTHORIZING A SOLE-SOURCE CONTRACT	)	
WITH STOP OREGON LITTER AND	)	
VANDALISM (SOLV) FOR SPONSORSHIP OF	)	
THE ANNUAL "SOLV-IT" CLEANUP EVENT	)	
ON SATURDAY, APRIL 23, 1994	)	

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 four "SOLV-IT" events; and

WHEREAS, the 1993 "SOLV-IT" event succeeded in collecting more than 126 tons of mixed solid waste, nearly 30 tons of recyclable scrap metal, and 6,841 waste tires; and

WHEREAS, the 1994 annual event is coordinated by Stop Oregon Litter and Vandalism (SOLV) and KINK Radio, and includes the three other major sponsors: Metro, Weyerhaeuser, and Bank of America; and

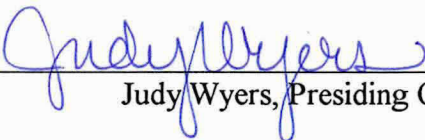
WHEREAS, the coordinating organization is the only organization qualified to perform the services as outlined in the contractual Scope of Work; and

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

BE IT RESOLVED, THAT

The Metro 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 to be the sole provider of the required services.

ADOPTED by the Metro Contract Review Board this 10<sup>th</sup> day of  
March, 1994.

  
\_\_\_\_\_  
Judy Wyers, Presiding Officer

8JM:ay  
February 14, 1994  
SW941914.RES

## 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, 1994, and shall remain in effect until and including June 15, 1994, 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: \_\_\_\_\_

## EXHIBIT B

**SCOPE OF WORK**

Project: Coordination of Annual "SOLV-IT" Event  
Contractor: Stop Oregon Litter and Vandalism (SOLV)  
Project Term: March 15, 1994 through June 15, 1994

CONTRACTOR'S RESPONSIBILITIES:

Contractor shall be responsible for conducting a cleanup event on Saturday, April 23, 1994 at chronic local sites and large illegal dump sites in the metro region. The number and exact location of sites will be determined by April 23, 1994.

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. SOLV will work with local governments and neighborhood organizations to identify and select sites to be scheduled for cleanup.

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 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 large 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, Safeway, Inc., and Weyerhaeuser. 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  
February 11, 1994 (02/14/94 11:07 AM)  
s:\mandi\contract\SOLV-IT.94





METRO

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

Procurement Review Summary

To: Procurement and Contracts Division

Vendor

From

Date 2/11/94

SOLV

Department Solid Waste

PO Box 1235

Division Administration

Subject

Hillsboro, OR 97123

Name Judith Mandt

Bid

Contract

Vendor no. 3003

Title Admin. Manager

RFP

Other

Contract no. 903524

Extension 2936

Purpose SOLV-IT Event

Expense

Procurement

Personal/professional services

Services (L/M)

Construction

IGA

Revenue

Budget code(s)

Price basis

Term

Contract

531-310350-528410-75820

Unit

Completion

Grant

Total

Annual

Other

Other

Multi-year\*\*

This project is listed in the  
199\_3\_-199\_4\_ budget.

Payment required

3/15/94  
Beginning date

Yes

Type A

Lump sum

6/15/94  
Ending date

No

Type B

Progress payments

Total commitment

Original amount

\$ 30,000

Previous amendments

\$

This transaction

\$

Total

\$ 30,000

A. Amount of contract to be spent fiscal year 93 - 94

\$ 30,000

B. Amount budgeted for contract Grants

\$ 533,000

C. Uncommitted/discretionary funds remaining as of 2/11/94

\$ 213,264.57 \*\*\*

Approvals

Division manager

Department director

Labor

Fiscal

Budget

Risk

Legal

## STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 94-1914 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 23, 1994.

Date: February 15, 1994

Presented by: Judith Mandt

### PROPOSED ACTION

Adoption of Resolution No. 94-1914 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 fifth annual "SOLV-IT" Cleanup event scheduled for Saturday, April 23. SOLV is the only agency of its kind to coordinate events 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 April).

### FACTUAL BACKGROUND

Metro has supported the annual one-day "SOLV-IT" clean up since the event first started in 1990. In the four years since they began, these events have been extremely successful, resulting in the removal of over 500 tons of discarded debris with the help of more than 15,000 volunteers. This waste should really be viewed in pounds, since each discarded piece of debris, every old television set, couch, mattress, tire, rusted barbecue, dirty diaper, old appliance and other trash must be manually hauled out of the area or individually picked up and stuffed into litter bags and carted from the ravines and creeks to waiting drop boxes and trucks. It is pulled from hillsides and fields, and out of ditches, much of it in or dangerously close to waters that are migratory stops and riparian habitat or used by swimmers and fishers, and in the hardest way possible -- with old-fashioned sweat and muscle from places where it is too haphazard for vehicles to go. Even measured in tons, the appalling 500 tons represents one million pounds.... that is:

16,111 old tires....laid end to end they would cross the I-205 bridge more than five times

172,900 pounds of scrap metal....that is the equivalent of 70 cars

315,000 pounds of wood waste and yard debris....would fill 118 drop boxes

that is....15 Jack Gray transport trucks of compacted waste

The effect goes far beyond one day, however. In 1992, 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. On the positive side, this has been very effective in eradicating

dumping at these sites. On the down side, however, illegal dumpers have simply moved on to other places. So while the number of "mega dump" sites in isolated locations dumped in for years with little or no clean up has been reduced, and the *scale* of the problem has become somewhat more manageable on a site by site basis, it is tending now to be more widely dispersed into smaller sites that are more accessible and closer to the population. In recent events, partially in response to this changed behavior, the decision was made to focus on the numerous smaller but chronic dumpsites in a general area, while including very large dumpsites in or near the same locale.

The 1993 event had poor weather and did not involve as many volunteers as in previous years, about 1,300, compared with over 2,000. These volunteers cleaning up smaller sites over dispersed areas picked up a lot of waste, more than double that of the previous year. Over 126 tons of mixed solid waste was collected, compared with 63 tons in 1992. Scrap metal at 30 tons was about the same, but the number of tires at 2,474 was less than half of the previous year count of 6,841. The tires included many large truck and farm tires, totaling an actual equivalent of 3,740 tires, but however they are counted, fewer tires is a hopeful sign. The wood waste and yard debris was separated and recycled when possible, though it was generally too contaminated at the smaller sites to successfully retrieve enough to measure. (Availability of curbside recycling for yard debris may be a contributing factor to reducing volumes illegally disposed at sites.)

Metro will be one of four primary event sponsors; the four other primary sponsors are KINK Radio, KGW TV 8, Bank of America, and Weyerhaeuser. Local haulers who have provided pick up in past years are: American Sanitation, Baldwin Sanitary Service, Ege Disposal, Metropolitan Disposal Corporation, Mt. Hood Refuse, Redland Disposal, Sunset Garbage Collection, Swatco Sanitary Service, Walker Garbage Service, Washington County Drop Box, and Waste Management. The estimated cost of the event is \$100,000. 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 RIC and Solid Waste reception. The Scope of Work calls for SOLV to perform the following work:

1. Develop and procure all print and electronic media advertisements, recognizing Metro as a primary sponsor along with other sponsors
2. 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 early April.

Cleanup of Illegal Dump Sites on Public Land:

- Activities and/or events distinctly different from normal maintenance responsibilities of local governments.
- 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. 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.

We will again field a team of Metro volunteers to help with clean up. Last year about 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

In FY 1993-94 W\$65,000 is planned for the clean-up program of the Waste Reduction Division. The "SOLV-IT" event meets the program objectives developed for these funds, therefore the requested \$30,000 is set aside in the approved budget for the event.

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, 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. 94-1914 .

JM:ay  
February 15, 1994  
STAF0122.RPT

**METRO**

**DATE:** February 15, 1994

**TO:** Contracts Management

**FROM:** Judith Mandt, Administrative Manager 

**RE:** Sole Source Justification for Solid Waste Contract No. 902882 Stop Oregon Litter and Vandalism (SOLV) \$30,000; 3/15/1994 - 6/15/1994

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, to 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:ay

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 94-1914, 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 SPONSORSHIP OF THE ANNUAL "SOLV-IT" CLEAN-UP EVENT ON SATURDAY, APRIL 23, 1994

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Date: March 2, 1994

Presented by: Councilor Hansen

Committee Recommendation: At the March 1 meeting, the Committee voted 5-0 to recommend Council adoption of Resolution No. 94-1914. Voting in favor: Councilors Hansen, McFarland, McLain, Monroe and Wyers. Councilor Buchanan was absent.

Committee Issues/Discussion: The Council annually receives a resolution authorizing a personal services contract with SOLV for its cleanup event which provides monetary support for Metro's sponsorship of the event. For the current year, a total of \$30,000 will be contributed.

Judith Mandt, Administrative Services Manager, reviewed the four-year history of the clean-up event, noting that its primary purpose was the removal of material from chronic and large scale illegal dumpsites. She noted that over 16,000 tires, 173,000 lbs. of scrap metal and 315,000 lbs. of wood and yard debris has been collected. She also distributed photos of various type techniques used to prevent sites from being reused as dumpsites. She noted that some of these techniques are more successful than others.

Jack McGowan, SOLV Executive Director, reviewed the history of the development of SOLV and the establishment of the clean-up event. He indicated that over 1.8 million lbs. of material has been gathered during the last four years. He showed videos of media coverage of the event noting that media response has always been good.

McGowan noted that this year's event will focus on areas in which there may be several smaller sites and possibly one large site. He praised Metro's new illegal dumpsite enforcement program and noted that Multnomah and Clackamas Counties now have enforcement personnel.

Jan McGowan presented a map that identified the sites to be cleaned up this year.