

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING AN) RESOLUTION NO. 98-2682
EXEMPTION TO METRO CODE CHAPTER 2.04.044,)
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" AND "WASHINGTON)
COUNTY CLEAN AND GREEN" EVENTS)

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

WHEREAS, Metro has provided technical and financial support for the past nine "SOLV IT" events; and the 1998 "Washington County Clean & Green"; and

WHEREAS, the 1998 "SOLV IT" event succeeded in collecting nearly 700 tons of material from 98 different sites throughout Multnomah, Clackamas and Washington Counties including 500 tons of mixed solid waste, 54 tons of recyclable scrap metal, 62 tons of wood debris and 2,400 waste tires; and

WHEREAS, the 1997 "Washington County Clean and Green" event cleaned up 50 sites, planted thousands of trees and bulbs, stenciled 250 storm drains, and built trails, bird boxes and planted vegetation at Rood Bridge; and

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

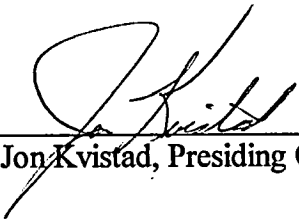
WHEREAS, the Executive Officer has reviewed the contract with SOLV and hereby recommends Council approval; now, therefore,

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 2.04.044,

because the Council finds SOLV to be the sole provider of the required services.

ADOPTED by the Metro Council this 10th day of September, 1998.



Jon Kvistad, Presiding Officer

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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 September 15, 1998, and shall remain in effect until and including June 30, 1999, 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 FORTY-TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$42,500.00).

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 1998 Stop Oregon Litter and Vandalism (SOLV) events in FY 1998-1999

CONTRACTOR: Stop Oregon Litter and Vandalism (SOLV)

PROJECT TERM: September 15, 1998 through June 30, 1999

PROJECT TOTAL: \$42,500

CONTRACTOR'S RESPONSIBILITIES:

Contractor shall be responsible for conducting and coordinating clean-up and environmental enhancement events in the region in FY 1998-1999 to include:

1. Community Cleanup Events:

SOLV will work with local governments and neighborhood organizations to identify and select sites to be scheduled for cleanup and community enhancement for the Washington County Clean & Green event in 1998 and the Earth Day SOLV-IT Clean-Up in April 1999. SOLV will also assume responsibility for arranging access to any identified public properties, if necessary. Community-based cleanup events will include collection of separated recyclables and/or reusables such as scrap metal, tires, etc.

2. Cleanup of Illegal Dump Sites on Public Land: SOLV will identify and conduct cleanups of 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. Coordination of Northwest Service Academy/EnviroCorp participation in SOLV activities in 1998-1999 (SOLV-IT, Down by the Riverside, Paint the Town Clean, etc.).**4. Publicity:** Contractor shall identify Metro as a major sponsor in all event media publicity, event signage, banners, press releases, etc.**5. Reporting:** The Contractor's Project Manager will provide Metro with event information on or before June 30, 1999, including a report describing the cleanups:

- a. Total amount collected for each type of material and where material was disposed of 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 make payment to SOLV in two lump-sums -- \$12,500 in September 1998 following contract approval (including \$10,000 for Washington County Clean & Green plus \$2,500 for EnviroCorp coordination) and \$30,000 in April 1999 upon completion of the SOLV-IT event. Any expenses which exceed Metro's total cash contribution of \$42,500 shall be borne by the Contractor. Other major sponsors of SOLV's events include Intel, KINK Radio, Sleep Country USA, Norm Thompson, Washington County, USA Unified Sewerage Agency, Weyerhaeuser and Amica Mutual Insurance Company. 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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STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 98-2682 FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER 2.04.044, 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" AND "WASHINGTON COUNTY CLEAN AND GREEN" EVENTS.

Date: July 14, 1998

Presented by: Bruce Warner

PROPOSED ACTION

Adoption of Resolution No. 98-2682 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 provides general financial support to SOLV, and specifically provides sponsorship of the tenth annual "SOLV-IT" cleanup event to be held on Saturday, April 24, 1999, and the Second Annual "Washington County Clean and Green" community clean-up event on September 19, 1998.

SOLV is the only agency of its kind to coordinate these types of events on this scale. Through these events, SOLV has targeted many small illegal disposal sites in the Metro region as well neighborhood cleanups coordinated by local groups, restoration projects, and beautification projects.

Metro's sponsorship of SOLV and these events was identified in the current-year budget approved by Council.

FACTUAL BACKGROUND

Metro has supported the annual one-day "SOLV IT" cleanup since the first event in 1990. Over that period of time, the scale of illegal dumping has become more manageable on a site-by-site basis. 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 to target smaller dumpsites and perform neighborhood community cleanup. SOLV IT 1998 continued that emphasis with 98 sites targeted that involved a variety of projects including trail maintenance, illegal dumpsite cleanup, neighborhood beautification, community enhancement, flood remediation, storm and ice damage repair, bike and pedestrian path construction, wildlife refuge maintenance, and landscaping. Over 700 tons of material was collected, including 2,400 tires, 125,000 lbs. of woody debris, 110,000 lbs. of appliances, car bodies and metal and 1.15 million pounds of household waste.

Comparisons for the 1994-1998 SOLV IT events follow:

	<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
1997	372 tons	23.94 tons	1,946
1998	500 tons	54 tons	2,400

*includes storm/yard debris

*includes Clean & Green

CLEAN AND GREEN

In 1997 SOLV initiated its first annual "Washington County Clean and Green" event. Fifteen drop boxes and 9 dump trucks of debris were removed from cleanup sites; 3,300 trees and 6,000 bulbs were planted; 250 storm drains were stenciled; graffiti removal occurred at 12 major sites; and installation of bird boxes, trails and trees occurred at Rood Bridge.

SPONSORSHIP AND PARTICIPATION

Metro is one of five primary event sponsors for the 1998-1999 events. Other sponsors include Intel, Norm Thompson, USA Unified Sewerage Agency, Washington County, KINK Radio, Weyerhaeuser, Sleep Country USA, and Amica Mutual Insurance Company. In addition, local haulers have helped with SOLV IT since its beginning. In-kind and donated services from organizations and other businesses in the community are solicited by SOLV to help reduce direct costs. Each primary event sponsor has agreed to provide in-kind services as part of their participation. For our part, Metro will provide printing of posters and brochures, site map production, use of cleanup equipment on the day of the event, volunteer recruitment, and assistance with calls taken at the Metro Recycling Information Center and Regional Environmental Management reception desk.

BUDGET IMPACT

In FY 1998-99, \$42,500 is listed in REM's Waste Reduction, Planning and Outreach Division for sponsorship of SOLV cleanup programs.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 98-2682.

**EXECUTIVE SUMMARY
RESOLUTION NO. 98-2682
CONTRACT FOR SOLV EVENTS IN FY 1998-99**

PROPOSED ACTION

- Passage of Resolution 98-2682 would authorize the Executive Officer to enter into a sole-source contract with Stop Oregon Litter and Vandalism for two annual community cleanup events and for coordination of EnviroCorps assistance with SOLV projects.
- The “Washington County Clean and Green” event will be held in September 1998 and will involve neighborhood clean-up and environmental enhancement and restoration in Washington County.
- The Earth Day SOLV IT event in April 1999 will involve cleaning up illegal dumpsites, and beautifying and restoring neighborhoods across the Metro region.
- Coordination of EnviroCorp participation will occur throughout the year.

WHY NECESSARY

- Working in conjunction with neighborhood associations, these events will focus on numerous smaller dumpsites in neighborhoods, cleaning up the few large illegal dumpsites in the region that remain chronic, and enhancing communities through graffiti removal, storm drain stenciling, stream cleanup, and hillside restoration.
- SOLV IT is a proven event. SOLV IT 1998 was the largest cleanup in the nation. The first annual “Clean and Green” event drew 1,000 volunteers.

ISSUES/CONCERNS

- A sole-source contract is necessary, because SOLV is the only agency of its kind to coordinate these types of event on this scale. Metro’s administrative rules require that this sponsorship be handled as a contracted personal service, rather than as a grant.

BUDGET/FINANCIAL IMPACTS

- Metro’s sponsorship of SOLV and these events was identified in the current-year budget approved by Council.
- The services provided under this contract will cost Metro \$42,500.
- Metro will provide in-kind services consisting of printing posters and brochures, site map production, use of cleanup equipment on the day of the event, volunteer recruitment, and assistance with calls taken at the Metro Recycling Information Center and REM reception desk.

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