

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING AN) RESOLUTION NO. 98-2628
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" CLEANUP EVENT)

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 eight "SOLV IT" events; and

WHEREAS, the 1997 "SOLV IT" event succeeded in collecting more than 659 tons of material from 93 different sites throughout Multnomah, Clackamas and Washington Counties including 26.7 tons of mixed solid waste, 23.9 tons of recyclable scrap metal, 345.5 tons of wood debris and 1,946 waste tires; and

WHEREAS, the 1998 SOLV IT annual event is coordinated by Stop Oregon Litter and Vandalism (SOLV) and KINK Radio, and includes four other major sponsors: Metro, Weyerhaeuser, Sleep Country USA, and Amica Mutual Insurance Company; and

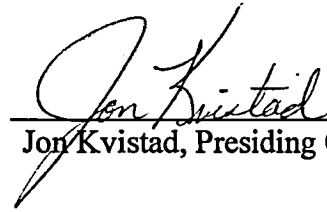
WHEREAS, the coordinating organization is the only organization qualified to perform the services as outlined in the contractual Scope of Work; and

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 7th day of May, 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 May 7, 1998, and shall remain in effect until and including June 30, 1998, unless terminated or extended as provided in this Agreement.

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

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

4. Insurance.

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

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

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

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

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the

work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

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

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

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

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

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

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

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

this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

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

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

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

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

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

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

STOP OREGON LITTER AND
VANDALISM (SOLV)

METRO

By: _____

By: _____

Print name and title

Print name and title

Date: _____

Date: _____

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EXHIBIT A

SCOPE OF WORK

PROJECT: Coordination of 1998 "SOLV-IT" Event
CONTRACTOR: Stop Oregon Litter and Vandalism (SOLV)
PROJECT TERM: May 7, 1998 through June 30, 1998
PROJECT TOTAL: \$30,000

CONTRACTOR'S RESPONSIBILITIES:

Contractor shall be responsible for conducting a one-day event to clean up neighborhoods and community illegal dump sites in the region on Saturday, April 18, 1998.

1. Community Cleanup Events:

SOLV will work with local governments and neighborhood organizations to identify and select sites to be scheduled for cleanup, and will also assume responsibility for arranging access to any identified public properties, if necessary. 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. Publicity: Contractor shall identify Metro as a major sponsor in all event media publicity, event signage, etc.**4. Reporting:** The Contractor's Project Manager will provide Metro with event information on or before June 30, 1998, 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'S RESPONSIBILITIES:

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

PAYMENT AND EVENT REVENUE:

Metro will expedite the lump sum payment of \$30,000 to the Contractor immediately following contract approval. Any expenses which exceed Metro's total cash contribution of \$30,000 shall be borne by the Contractor. The majority of the event revenue is contributed by the following major sponsors: Metro, KINK Radio, Sleep Country USA, 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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REGIONAL ENVIRONMENTAL MANAGEMENT COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 98-2628, FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER 2.040.044, PERSONAL SERVICES CONTRACTS SELECTION PROCESS, AND AUTHORIZING A SOLE-SOURCE CONTRACT WITH STOP OREGON LITTER AND VANDALISM (SOLV) FOR THE SPONSORSHIP OF AN ANNUAL SOLV-IT CLEAN UP EVENT

Date: April 21, 1998

Presented by: Councilor Morissette

Committee Recommendation: At its April 21 meeting, the Committee considered Resolution No 98-2628 and voted 2-0 to send the resolution to the Council with a do pass recommendation. Voting in favor: Councilor McFarland and Chair Morissette. Councilor Washington was absent.

Background: Metro has been one of the principal financial sponsors of SOLV's annual spring cleanup event for many years. In recent years, the amount of this sponsorship has been \$30,000. The estimated total cost of the event is \$107,000. Many Metro staff and councilors also have donated their time as cleanup volunteers at the event. Since 1993, the event has focused on the cleanup of illegal dumpsites. The 1997 event collected 372 tons of mixed waste, nearly 24 tons of scrap metal and over 1,900 tires. The SOLV event is largest one-day cleanup event in the United States.

Committee Issues/Discussion: Bruce Warner, Regional Environmental Management Director, presented the staff report. He noted that the resolution was being considered after the event had been held (April 18), but that the event had been supported by Metro for many years and funding had been included in the budget. He explained that it was necessary for the Council to annual adopt a resolution related to the event because Metro's contract code requires that sole source contracts exceeding a specified amount must be approved by the Council.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 98-2628 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" CLEANUP EVENT

Date: April 8, 1998

Presented by: Bruce Warner

PROPOSED ACTION

Adoption of Resolution No. 98-2628 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 ninth annual "SOLV-IT" cleanup event held on Saturday, April 18, 1998.

SOLV is the only agency of its kind to coordinate this type of event on this scale. Through this event, 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 this event was identified in the current-year budget approved by Council. However, Metro's administrative rules require us to treat this sponsorship as a contracted personal service, rather than as a grant, which would be more appropriate given the nature of SOLV's work and this event. In order to avoid this cumbersome process in the future, we will work with the agency's contract administrator to find a better way to deal with future grants and sponsorships awarded to non-profit agencies.

FACTUAL BACKGROUND

SOLV IT

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. During the first two years, SOLV IT concentrated on collection of tires, scrap metal, and yard debris from neighborhoods, plus removal of solid waste from illegal dumpsites that were proliferating throughout the metropolitan area. With the institution of curbside recycling in 1993, SOLV IT shifted its focus to cleaning up illegal dumpsites. Remediation programs from Metro, other local cleanup projects, and SOLV IT were so successful that in 1995, only a few major dumpsites remained to be cleaned. In an effort to be responsive to the changing needs of the metropolitan community, SOLV IT adjusted its focus again to target smaller dumpsites and perform neighborhood community cleanup. SOLV IT 1997 continued that emphasis with 93 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.

Eight years of efforts have resulted in the removal of over 4.5 million pounds of discarded debris with the help of thousands of volunteers. SOLV IT 1997 was the largest cleanup in the nation.

A few years ago, with the help of the Association of Oregon Contractors, SOLV began to install barricades and plantings in an attempt to reduce or eliminate casual access to chronic sites. These efforts have continued, with neighborhood associations placing signs and securing permission to install barriers on private property. On the downside however, illegal dumpers have moved on to other places; and though the formerly large sites in isolated locations are starting to disappear, the current trend is toward more widely dispersed dumping at smaller sites that are more accessible and closer to the population. Working in conjunction with neighborhood associations' activities, this year's event will focus on the numerous smaller but chronic dumpsites in neighborhoods, while cleaning up the few large sites in the region that remain chronic.

Comparisons for the 1994, 1995, 1996, and 1997 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

*includes storm/yard debris

Metro is one of five primary event sponsors for the 1998 event. Other sponsors include KINK Radio, Weyerhaeuser, Sleep Country USA, and Amica Mutual Insurance Company. In addition, local haulers have helped with SOLV IT since its beginning. Last year, these haulers included the following companies: American Sanitary Service, B & B Leasing, Cedar Mill Disposal, Cloudburst Recycling, Gruetter Disposal Service, Keller Drop Box Service, Metropolitan Disposal, Miller Sanitary Service, Mt. Hood Refuse Removal, Inc., Oregon City Garbage, Sunset Garbage, Schnitzer Steel, Schultz-Clearwater Sanitation, Refuse Removal, Walker Garbage Service, Waste Recovery, Inc., and Waste Management of Oregon. Additional assistance with waste hauling will be provided by the City of Portland, Port of Portland, Clackamas and Washington Counties, and Mt. Hood Community College.

Event Costs/Metro Participation

The estimated total cost of the event is \$107,000, of which Metro will contribute \$30,000. In addition, 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 1997-98, \$30,000 is listed for the SOLV IT cleanup program in the Office of the Director's budget.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 98-2628.