



January 26, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
 Acting as the governing body of Water Environment Services
 Clackamas County

Approval of a Sponsorship Agreement with SOLVE for waterway cleanup events. Agreement value is \$150,000 for 5 years. Funding through Water Environment Services Surface Water Operating Funds. No County General Funds are involved.

| | | | |
|-------------------------------------|--|---------------------------|--------------|
| Previous Board Action/Review | Presented at Issues – January 24, 2023 | | |
| Performance Clackamas | This will forward the County’s goal of building public trust through good government by partnering with other agencies to advance environmental restoration, economic development, and community improvement opportunities in WES’ Service Area. | | |
| Counsel Review | Yes | Procurement Review | No |
| Contact Person | Greg Geist | Contact Phone | 503-742-4560 |

EXECUTIVE SUMMARY:

Many natural areas throughout Clackamas County such as 3-Creeks, High Rocks, Johnson Creek, the Clackamas River, and regional parks are prone to littering and illegal dumping of garbage and other debris. Unless removed, waterways become damaged by litter that is either disposed of directly into our rivers and streams or carried by the runoff from developed areas. These discarded items often range in size from furniture, signs, and automobile parts to plastic bottles, broken glass, food wrappers and cigarette filters. In addition to posing a threat to the wildlife and the environment, this garbage and litter create a blight on communities throughout the county.

WES actively promotes and supports grassroots efforts to clean up our waterways, in part because it also provides opportunities for both stewardship and environmental education about the connection between garbage, litter on the ground and water pollution. Beginning in May 2018, WES began partnering with the nonprofit SOLVE in a series of volunteer-driven waterway cleanups to keep area streams, rivers and communities clean and healthy.

For Filing Use Only

Removal of litter along the waterways serves WES' Surface Water Program mission to protect water quality in Clackamas County by implementing programs that reduce pollution to rivers, streams and wetlands, and in addition, supports the County's commitment to increase availability of clean water to residents for all activities.

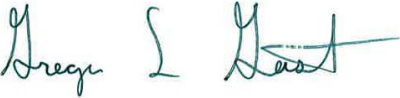
To date this partnership has been highly successful. Over the past five years, SOLVE and its partners have collectively cleaned up nearly 119,000 pounds of trash with 7,400 volunteers, 500 of which were youth.

Because of this work, the County was the recipient of the 2021 National Association of Counties (NACo) Achievement Award in the Category of Volunteers. The SOLVE series has also been well received by local and regional media. Each year, events are well covered by regional media outlets like KOIN 6 and KATU News and local newspapers.

If the new five-year contract is approved, WES will expand its cleanups to include more equitable opportunities for historically underserved and excluded communities to benefit from stewardship and watershed health education opportunities. Objectives will also include minimizing the exposure of people and the environment to pollution and health hazards; and communicating healthy watershed messages that help WES address municipal stormwater permitting requirements relating to providing public education and outreach. Per the agreement SOLVE will provide the staffing for the cleanup events, planning and advertising including county branding, volunteer coordination, disposal services, and watershed health education services.

RECOMMENDATION: Staff recommends the Board, acting as the governing body of Water Environment Services, approve the 2023-2028 Agreement between Water Environment Services and SOLVE for the purpose of supporting the waterway cleanup series.

Respectfully submitted,



Greg Geist
Director, WES

Attachment:

**SPONSORSHIP AGREEMENT
BETWEEN
WATER ENVIRONMENT SERVICES
AND
SOLVE**

This sponsorship agreement (“Agreement”) is entered into as of _____, 2023 by and between **Water Environment Services**, a municipal partnership formed pursuant to ORS Chapter 190 (“WES”), and **SOLVE**, an Oregon nonprofit corporation (“SOLVE”), collectively referred to as the “Parties” and individually as “Party.”

RECITALS

SOLVE hosts volunteer events, known as “SOLVE Waterway Cleanups,” to remove litter along waterways throughout Oregon that would otherwise be damaged by litter that is either disposed of directly into rivers and streams, or carried by the runoff from developed areas. WES desires to provide sponsorship to SOLVE for the Waterway Cleanups that benefit WES’ service area waterways and its watersheds. SOLVE will encourage river cleanups throughout Oregon, with a targeted focus on Clackamas County and the WES service area.

Removal of litter along the waterways serves WES’ Surface Water Program mission to protect water quality in Clackamas County by implementing programs that reduce pollution to rivers, streams and wetlands, and in addition supports the County’s commitment to increase availability of clean water to residents for all activities.

The objectives also include demonstrating WES’s efforts to be a collaborative partner in building a resilient clean future where all people benefit and rivers thrive; minimizing the exposure of people and the environment to pollution and health hazards; raising the awareness, recognition, visibility and reputation of WES with its customers, community members, and other key stakeholders; communicating healthy watershed messages that help WES address state permitting requirements relating to public education and outreach; and supporting equitable opportunities for historically underserved and excluded communities to benefit from watershed health programs and educational opportunities.

TERMS

1. **WES Responsibilities.** WES agrees to sponsor SOLVE’s Waterway Cleanups, by providing a contribution according to the provision in Paragraph 4 below.
2. **SOLVE Responsibilities.** To ensure that WES’ contribution furthers WES’ objectives, SOLVE agrees to utilize WES’ sponsorship contribution for SOLVE Waterway Cleanups in accordance with the following:

- a. Project Management. SOLVE agrees to:
 - Lead volunteer recruitment, training and oversight;
 - Host event website with link to WES website;
 - Select sites and recruit volunteers for at least 50 projects between May and September;
 - Provide liability waivers;
 - Provide video/photo waivers; and
 - Provide litter disposal coordination.
 - b. Volunteer Coordination and Management. SOLVE agrees to:
 - Train and assist community leaders in the design and implementation of a successful volunteer project in our communities that benefit watershed health; and
 - Provide necessary event supplies including: buckets and/or bags, gloves, first-aid kit, and biohazard sharps container(s).
 - c. Marketing and Communications. SOLVE agrees to advertise cleanups and promote the WES brand using a variety of pre-approved communication channels and platforms.
 - d. Education and Outreach. SOLVE agrees to:
 - Host a WES-branded educational webpage on the SOLVE website including messaging developed collaboratively by both organizations;
 - Produce WES-branded educational handouts and/or signage displayed or distributed at events within Clackamas County and WES service area;
 - Ensure WES-branded educational handouts are included with all leader packets with information to be conveyed to volunteer participants;
 - Coordinate one annual cleanup and community-building event in the North Clackamas or Milwaukie area; and
 - Coordinate one annual kick-off in May and one annual wrap-up event in September.
3. **Term**. This Agreement shall take effect upon execution by both parties. Unless earlier terminated or extended, this Agreement shall remain in full force and effect until **June, 2028**.
 4. **Contribution**. Subject to the terms of this Agreement, WES agrees to contribute Thirty Thousand Dollars (**\$30,000.00**) per year for five (5) years, with a total not-to-exceed amount of One Hundred Fifty Thousand Dollars (**\$150,000**). WES will make payment within thirty (30) days of receipt of an invoice from SOLVE on an annual basis.
 5. **Outreach and Publication**. SOLVE agrees to promote WES as a leading partner on the Waterway Cleanups and will be co-branded on all SOLVE outreach for the

Waterway Cleanups events. SOLVE may publish references to WES as a sponsor of the SOLVE Waterway Cleanups without WES' prior approval. For all other references to WES, SOLVE will obtain prior written approval from WES.

6. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
7. **Indemnification.** SOLVE agrees to indemnify, and defend both WES and Clackamas County ("County"), including their officers, elected officials, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable to the acts or omissions or negligence of SOLVE, including its officers, agents and employees, that arise in the performance of this Agreement. However, neither SOLVE nor any attorney engaged by SOLVE shall defend the claim in the name of District or County, purport to act as legal representative of District or County, or settle any claim on behalf of District or County without the prior approval of the Clackamas County Counsel's Office. District or County may, at their election and expense, assume their own defense and settlement.
8. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof. Any claim between WES and SOLVE that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon.
9. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.
10. **Integration.** This Agreement contains the entire agreement between WES and the SOLVE and supersedes all prior written or oral discussions or agreements.
11. **Amendments.** WES and SOLVE may amend this Agreement at any time only by written amendment signed by authorized representatives of both WES and SOLVE.
12. **Termination.** Either SOLVE or WES may terminate this Agreement at any time upon thirty (30) days written notice. Upon termination, SOLVE agrees to return any unspent WES funds as of the effective date of the termination.

13. **Waiver.** WES and SOLVE shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.
14. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
15. **No Third Party Beneficiaries.** WES and SOLVE are the only parties to the Agreement and are the only parties entitled to enforce its terms. Nothing in the Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Agreement.
16. **Assignment.** SOLVE shall not assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from WES which shall be granted or denied in WES' sole and absolute discretion. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
17. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
18. **Execution and Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

Signature Page Follows

