

## Exhibit A



600 NE Grand Ave.  
Portland, OR 97232-2736  
(503) 797-1700

# Intergovernmental Agreement

---

Metro Contract No. 930830

THIS AGREEMENT, entered into under the provisions of ORS Chapter 190, is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, Oregon 97232-2736, and THE CITY OF PORTLAND, hereinafter referred to as "City", whose address is 1900 SW 4<sup>th</sup> Avenue, Portland, Oregon 97201.

In exchange for the promises and other valuable consideration set forth below, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish the responsibilities of the parties in providing outreach services for multifamily properties.
2. Term. This Agreement shall be effective on the date of the last signature and shall remain in effect through June 30, 2012 unless earlier terminated in conformance with this Agreement. Costs for this project may be incurred from date of last contract signature.
3. Services Provided and Deliverables. City and Metro shall perform the services described in the attached Scope of Work, which is made part of this Agreement by reference, and otherwise fully comply with the provisions in the attached Scope of Work.
4. Payment. Metro shall pay City SIXTEEN THOUSAND AND NO/100THS DOLLARS (\$16,000.00) in the manner and at the time designated in the Scope of Work.
5. Insurance. City is self-insured for liability and worker's compensation insurance coverage. A certificate of self-insurance is available upon request.
6. Indemnification. Subject to the limits of the Oregon Constitution and Oregon Tort Claims Act, City shall hold harmless Metro, its officers and employees from any claims or damages or property or injury to persons or for any penalties or fines, which may be occasioned in whole or in part by City's actions under this Agreement.



**METRO**

600 NE Grand Ave.  
Portland, OR 97232-2736  
(503) 797-1700

# Intergovernmental Agreement

7. Termination. This Agreement may be terminated by either party without cause upon giving 90 days written notice of intent to terminate. This Agreement may be terminated with less than 90 days notice if a party is in default of the terms of this Agreement. In the case of a default, the party alleging the default shall give the other party at least 30 days written notice of the alleged default, with opportunity to cure within the 30-day period. Termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

8. State Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279A, B & C and to the extent those provisions apply, they are incorporated into this Agreement by reference. Specifically, it is a condition of this Contract that all employers working under this Agreement are subject employers that will comply with ORS 656.017.

9. Notices. Legal notice provided under this Agreement shall be delivered personally or by certified mail to the following individuals:

**For City:**

Jill Kolek  
City of Portland  
721 NW 9<sup>th</sup> Ave. Suite 350  
Portland, OR 97209

**For Metro:**

Office of Metro Attorney  
Metro  
600 NE Grand Avenue  
Portland, OR 97232-2736

Informal coordination of this Agreement will be conducted by the following designated Project Managers:

**For City:**

Kyenne Williams  
City of Portland  
721 NW 9<sup>th</sup> Ave., Suite 350  
Portland, OR 97209  
(503) 823-5054

**For Metro:**

Jennifer Erickson  
Metro  
600 NE Grand Ave.  
Portland, OR 97232  
(503) 797-1647

City may change the above- designated Project Manager by written notice to Metro. Metro may change the above-designated Project Manager by written notice to City.

**METRO**

600 NE Grand Ave.  
Portland, OR 97232-2736  
(503) 797-1700

## Intergovernmental Agreement

---

10. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party without prior written approval by the other party.

11. Integration. This writing contains the entire Agreement between the parties, and may only be amended by written instrument, signed by both parties.

12. Severability. If any portion of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken.

This Agreement is dated as of the last signature date below.

CITY OF PORTLAND

METRO

By: \_\_\_\_\_

By: \_\_\_\_\_

Mayor Sam Adams

Print name and title

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM

*Linda Mengler*  
CITY ATTORNEY



600 NE Grand Ave.  
Portland, OR 97232-2736  
(503) 797-1700

## Scope of Work

---

- A) Term: July 1, 2011 through June 30, 2012
- B) Conditions: Funding provided through this Agreement shall be used solely for provision of staffing to support waste reduction and recycling outreach and assistance for multifamily communities within the boundaries of the City of Portland. Staffing may be obtained in one or more of the following ways:
1. AmeriCorps placement
  2. Hiring of temporary personnel or contractor in accordance with City's internal policies
  3. Paid internship
- C) City Responsibilities:
- City shall:
1. Develop a recruitment or proposal listing specific tasks and activities required of the position and the dates of expected employment.
  2. Submit the recruitment or proposal to Metro for approval prior to release.
  3. Recruit, hire, train, and supervise staff to provide outreach assistance to multifamily communities within the City of Portland.
  4. Provide supplies, workspace and resources necessary for activities associated with this project.
  5. Provide to Metro, no later than August 1, 2012, a final report describing the activities performed as a result of this Agreement including but not limited to:
    - On-site technical assistance
    - Delivery of educational materials
    - Outreach to property managers
    - Staffing of events
- D) Metro Responsibilities:
- Metro shall:
1. Provide assistance to the City as needed to develop, execute, monitor and evaluate the services provided through this agreement.
  2. Provide City with a reporting template at least 30 days prior to contract expiration.
- E) Budget and Terms of Payment:
1. Upon completion of section C) 1. and C) 2. of this Scope of Work, Metro shall pay City \$16,000 in one lump sum on a Net 30 day basis upon approval of City's invoice.