

## Exhibit A



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

# Intergovernmental Agreement

Metro Contract No. 930921

## INTERGOVERNMENTAL AGREEMENT

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, OR 97232-2736, and THE CITY OF PORTLAND, BUREAU OF PLANNING AND SUSTAINABILITY, hereinafter referred to as "City," whose address is 1900 SW 4th Ave., Suite 7100, Portland, OR 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 maintaining the Green Development Resource Center (GDRC) to advise the region's builders, homeowners and people in construction-related industries about green development strategies.

2. Term. This Agreement shall be effective as of October 31, 2011, 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. 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 for Services. Metro shall pay City for services performed and materials delivered in the maximum sum of EIGHTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$85,000.00) in the manner and at the time designated in the Scope of Work.

5. Insurance. City agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement to levels necessary to protect against public body liability as specified in ORS 30.272. City also agrees to maintain for the duration of this Agreement, Workers' Compensation Insurance coverage for all its employees as a self-insured employer, as provided by ORS chapter 656, or disability coverage under its Disability, Retirement and Death Benefits Plan.

6. Indemnification. Subject to the limits of the Oregon Constitution and Oregon Tort Claims Act, City shall indemnify, defend and hold Metro and Metro's agents, employees and elected officials harmless



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from any and all claims, demands, actions, losses and expenses, including attorney fees, arising out of or in any way connected with, City performance under this 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:  
Michael Armstrong, Sustainability Director  
Bureau of Planning and Sustainability  
1900 SW 4<sup>th</sup> Avenue, Suite 7100  
Portland, OR 97201

For Metro:  
Office of General Counsel  
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:  
Valerie Garrett, Manager  
Green Building Program  
City of Portland  
Bureau of Planning and Sustainability  
1900 SW 4<sup>th</sup> Avenue, Suite 7100  
Portland, OR 97201  
(503) 823-7082  
FAX (503) 823-7800

For Metro:  
Bryce Jacobson, Senior Planner  
Metro  
600 NE Grand Avenue  
Portland, OR 97232-2736  
(503) 797-1663  
FAX (503) 797-1795

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.



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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. The BPS Bureau Director and Metro's Senior Attorney may approve any modification by amendment that does not increase financial payment or cost.

13. 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: \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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

Auditor of the City of Portland

Date \_\_\_\_\_

Approved as to FORM

City Attorney

CITY ATTORNEY

Date



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## Attachment A – Scope of Work

Metro Contract No. 930921

### Scope of Work

#### Background:

The Green Development Resource Center (GDRC) created in 2007, serves as a regional green building information resource for Clackamas, Multnomah and Washington Counties. The City of Portland's Bureau of Planning and Sustainability provides office resources for the GDRC and supervision to staff. Activities of the GDRC include answering inquiries via phone and email through a hotline service, researching green building practices, providing project specific technical assistance, tracking and reporting hotline activity by jurisdiction, developing and distributing educational materials, outreach and education, and staffing trade shows. Because this program is consistent with Metro's Resource Conservation and Recycling (RCR) objectives in the area of construction and demolition (C&D) debris recycling programs and the C&D waste reduction initiative, Metro has agreed to co-sponsor the GDRC.

a) Term: October 31, 2011 through June 30, 2012.

b) City's responsibilities.

City shall:

- Be a fiscal sponsor of the GDRC along with Metro, Washington and Clackamas County.
- Work with Metro staff to promote the GDRC to construction contractors and residents in the Metro region.
- Work with Metro staff to create press releases about the GDRC targeting contractors in the Metro region.
- Include Metro SW&R's name and logo on all project-related collateral and signage.
- Work with Metro through the quarterly funders' meeting in monitoring program and approving program collateral.
- Provide a semi-annual report and meeting on GDRC usage and activities, including County residents.
- Provide an annual report within sixty days after the close of the fiscal year.
- Fill requests for program collateral as requested by the County (post cards, posters, business cards, resource sheets).
- Recognize Metro as a sponsor in all GDRC collateral and on the Web site [www.buildgreen411.com](http://www.buildgreen411.com).

c) Metro's responsibilities.

Metro shall:

- Work with City's BPS staff to promote the GDRC to area construction contractors and residents.
- Provide prompt turn-around to BPS staff on requests for approval on any GDRC-related collateral or press releases before printing and distribution.
- Provide an electronic version of Metro's name and logo for inclusion on all project-related collateral and signage.
- Provide feedback to GDRC staff and limited training around C&D waste management and low-impact development practices.
- Provide promotional support through mention and inclusion of the GDRC and Hotline in newsletters, Metro Recycling Info Hotline, the Metro Web site, and through the Recycle at Work Program.
- Alert the GDRC's coordinator of events or presentation opportunities where the GDRC can table or be present.

d) Budget and Terms of Payment:

- Upon completion of tasks in section (b) of this Scope of Work, but no later than June 30, 2012, Metro shall pay City \$85,000 in one lump sum on a Net 30 day basis upon approval of City's invoice.