

## EXHIBIT 1



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

## Intergovernmental Agreement

City of Portland Contract No. 30005709  
Metro Contract No.

THIS AGREEMENT, entered into and 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 CITY OF PORTLAND'S BUREAU OF PLANNING AND SUSTAINABILITY (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 the allocation and use of Metro funding to support waste reduction efforts at Community Collection Events in the City of Portland for Calendar Years 2017 and 2018.

2. Term. This Agreement shall be effective January 1, 2017, and shall remain in effect through December 31, 2018 unless earlier terminated in conformance with this Agreement, or extended by written amendment signed by both parties. 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 (Attachment A).

4. Payment for Services. For CY year 2017 and CY 2018, Metro shall allocate to the City the maximum sum of THIRTY-TWO THOUSAND AND NO/100THS DOLLARS (\$32,000.00) annually for each year in the manner and at the time designated in the Scope of Work. Funding for subsequent calendar years will be determined annually.

5. Insurance. City is self-insured for liability and worker's compensation insurance coverage. A certificate of self-insurance is available for Metro 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



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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. Subject to the limits of the Oregon Constitution and Oregon Tort Claims Act, Metro shall hold harmless City, 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 Metro's actions 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:**

Alicia Polacok  
City of Portland  
1900 SW 4<sup>th</sup> Avenue, Ste 7100  
Portland, OR 97201

**For Metro:**

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



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

Managers:

**For City:**

Alicia Polacok  
City of Portland  
1900 SW 4<sup>th</sup> Avenue, Ste. 7100  
Portland, OR 97201  
(503) 823-7772

**For Metro:**

Susan Unrein  
Metro  
600 NE Grand Ave.  
Portland, OR 97232  
(503) 797-1514

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.

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: \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form



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### Attachment A

#### SCOPE OF WORK: Waste Reduction at Portland Community Collection Events

- a) Term: January 1, 2017 to December 31, 2018
- b) City's responsibilities. City shall:
  1. Ensure that all funding is used only for Community Collection Events within the City of Portland. Community Collection Events are organized by neighborhood, community and nonprofit organizations to receive funds for collection events that help Portland residents reduce waste and promote the recycling of source-separated bulky materials that often accumulate and may otherwise be disposed inappropriately. They are organized to offer a wide range of Portland residents, including seniors and people with disabilities, with proper disposal of household bulky waste and prioritize and promote both recycling and reuse.
  2. Ensure that any funds remaining at the end of each calendar year 2017 and 2018 are used for waste reduction actions on behalf of a wide range of Portland residents and promote the recycling and reuse of source-separated bulky materials that often accumulate and may otherwise be disposed inappropriately (see #1 above). Such actions must be fully documented in the annual report.
  3. Ensure that all materials collected from events are appropriately reused, recycled or disposed. It is the responsibility of each event coordinator to ensure that preparation of the materials complies with the rules and regulations of each facility to which they are delivered, including the Metro South and Metro Central solid waste transfer stations.
  4. Distribute to district coalitions information provided by Metro regarding requirements associated with disposing of potentially asbestos-containing materials at Metro solid waste transfer stations.
  5. Ensure that all events recognize Metro as a contributor in marketing materials.
  6. Ensure Metro logo is used according to Metro logo guidelines.
  7. Submit an annual report to Metro no later than January 30 of the following calendar year.
  8. Include the following in the annual report:
    - ✓ The name and location of Community Collection Events that utilize Metro funding.
    - ✓ A description of the materials collected at each event.
    - ✓ The amount of Metro funding through this IGA allocated for each event.
    - ✓ A copy of each event's marketing materials recognizing Metro as a contributor.
    - ✓ A detailed description documenting that remaining funds were used for waste reduction actions that fall within the original purpose of the disposal voucher program or to address illegal dumping.
- c) Metro Responsibilities. Metro shall:
  1. Provide the City information pertaining to disposal rules and regulations at Metro's solid waste transfer stations, particularly for potentially asbestos-containing materials.
  2. Provide the City notice of applicable changes to disposal rules and regulations at Metro's solid waste transfer stations.
  3. Provide the City copies of pertinent collateral publications describing Metro's solid waste transfer station's rules and regulations (e.g., prohibited materials list) in Adobe PDF format to distribute to neighborhood associations and district coalitions.



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4. Provide City with electronic files of current Metro logos and logo guidelines.
- d) Budget and Terms of Payment:
  1. Upon agreement and execution of this IGA, Metro shall disburse to the City the sum of THIRTY-TWO THOUSAND AND NO/100THS DOLLARS (\$32,000.00) in one lump sum in calendar year 2017 and in 2018.