



METRO

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

Intergovernmental Agreement

Metro Contract No. 928802

THIS AGREEMENT is entered into, by and 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 Office of Sustainable Development Solid Waste and Recycling Division, located at the Office of Sustainable Development, 721 NW 9th Ave., Ste. 350, Portland, Oregon 97209.

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

NOW, THEREFORE, the parties agree as follows:

1. The effective date is upon final signature, and shall remain in effect through June 30, 2009.
2. The parties agree to the terms and conditions set forth in Exhibit A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
3. Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.
4. To the extent applicable, the provisions of Oregon Revised Chapter 279A et. seq. regarding public contracting are incorporated herein.
5. Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
6. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
7. This Agreement may be terminated, with or without cause and at any time, by a party by providing 30 days written notice of intent to the other party.
8. Modifications to this Agreement are valid only if made in writing and signed by all parties.
9. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claims, demands, actions and suits (including all attorney fees and costs) arise from the negligent acts or omissions of the indemnitor.
10. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party which may result in litigation in any way related to this Agreement.
11. Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270. Neither party shall be required to provide proof of such insurance.
12. Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.



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- 13. 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.
- 14. This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

Informal coordination of this Agreement will be conducted by the following designated Project Managers and any formal notice shall be provided to following persons:

For City of Portland:

Jill Kolek
Master Recycler Program Manager
Office of Sustainable Development
721 NW 9th Ave., #350
Portland, OR 97209
503-823-6800
503-823-5311 (fax)
jkolek@ci.portland.or.us

For Metro:

Judie Miller
Recycling Information Supervisor
Solid Waste & Recycling Department
600 NE Grand Avenue
Portland, OR 97232-2736
503-797-1503
503-797-1795 (fax)
judie.miller@oregonmetro.gov

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

CITY OF PORTLAND

METRO

By Susan Anderson

By _____

Title _____

Title _____

Date _____

Date _____

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APPROVED AS TO FORM

Sandra Neuzil
CITY ATTORNEY



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Scope Of Work – Exhibit A

Metro Contract No. 928802

1. Description of the Scope of Work

- A. The City shall conduct a minimum of three (3) Master Recycler training sessions in the Metro region. Each session shall include at least 28 hours of training and shall be offered to approximately 20 volunteers.
- B. The City shall continue to work with Metro and Clackamas and Washington counties' solid waste and recycling staff to refine existing materials to improve the quality and their focus on regional needs. Metro shall review all revisions to training materials for the Master Recycler Program.
- C. The City shall acknowledge Metro's sponsorship on all printed materials promoting the Master Recycler Program. In addition, Metro shall serve on the Master Recycler Program Advisory Committee.
- D. The City shall work with Master Recycler volunteers and program sponsors to identify and schedule community outreach opportunities for volunteers who have completed the training course. Approximately 30 hours of community outreach shall be required for a volunteer to receive a Master Recycler certificate. Community payback activities shall be selected by volunteers and shall be consistent with criteria developed by the City and the Master Recycler Advisory Committee. The City shall encourage volunteers to undertake projects and educational activities for Metro Waste Reduction & Outreach involving home composting, multi-family recycling, commercial recycling, waste prevention, recycled-content purchasing, and alternatives to and proper handling of household hazardous waste.
- E. The City shall prepare quarterly progress reports and submit them to all participating agencies. These reports shall include a description of activities during the quarter, the number of volunteers participating, and a summary of payback activities, and shall include cumulative data and information. The report for the fourth quarter shall be considered the "final" or summary report, and shall include cumulative data and information. In addition to the quarterly information, the fourth quarter report shall include an evaluation of the program for FY 2008-09 and copies of information prepared during the year. Quarterly reports shall be submitted by the City within 30 days of the close of the quarter; the final report shall be submitted by the City within two weeks of the end of the fiscal year.

2. Payment and Billing

Contractor shall perform the above work for a maximum price not to exceed THIRTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$35,000.00).

- A. This payment shall be the sole monetary obligation of Metro. Payment of all operating costs, federal, state, county or city taxes/assessments and any other charges imposed by law upon employers shall be the sole responsibility of the City.
- B. Metro shall make four equal payments to the City on the basis of satisfactory implementation of the program as described in this scope of work and on the basis of quarterly invoices, accompanied by three quarterly reports and one final report, submitted by the City. The final quarterly invoice shall be submitted by the City within two weeks of the end of the fiscal year.

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing statements will include an itemized statement of work done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to Metro, Attention: Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736. Metro will pay Contractor within 30 days after invoice date or within 15 days after invoice approval.