



Intergovernmental Agreement

Metro Contract No. 928762

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, OFFICE OF SUSTAINABLE DEVELOPMENT, hereinafter referred to as "Contractor," whose address is 721 NW 9th Ave., Suite 350, Portland, Or 97209.

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 implementing the Build It Green! Tour of Homes and Rethink Workshops for the region's residential and construction industry.
2. Term. This Agreement shall be effective as of last signature date and shall remain in effect through June 30, 2009 unless earlier terminated in conformance with this Agreement.
3. Services Provided. Contractor 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 Contractor for services performed and materials delivered in the maximum sum of EIGHT THOUSAND AND NO/100THS DOLLARS (\$8,000.00.) in the manner and at the time designated in the Scope of Work, "Project Budget/Terms of Payment."
5. Insurance. Contractor 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 30.270. Contractor also agrees to maintain for the duration of this Agreement, Workers' Compensation Insurance coverage for all its employees as a self-insured

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employer, as provided by ORS chapter 656, or disability coverage under its Disability, Retirement and Death Benefits Plan.

6. Indemnification. To the maximum extent permitted by law, Contractor shall hold harmless Metro, its officers and employees from any claims or damages to property or injury to persons or for any penalties or fines, which may be occasioned in whole or in part by Contractor's performance of 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.

8. State Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, 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 Contractor:

Michael Armstrong
City of Portland
721 NW 9th Avenue, Suite 350
Portland, OR 97209

For Metro:

Office of General Counsel
Metro Regional Environmental Management
600 NE Grand Avenue
Portland, OR 97232-2736

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

For Contractor:

Alisa Kane
City of Portland
721 NW 9th Avenue, Suite 350
Portland, OR 97209
(503) 823-7082
FAX (503) 823-5311

For Metro:

Bryce Jacobson
Metro Solid Waste and Recycling
600 NE Grand Avenue
Portland, OR 97232-2736
(503) 797-1663
FAX (503) 797-1795



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

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

10. Attorney Fees. In the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court.

11. 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.

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

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: _____

 Print name and title

 Print name and title

 Date

 Date

BJ:gbc
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APPROVED AS TOY ITEM

[Handwritten Signature]
 CITY ATTORNEY



METRO

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

Scope of Work – Attachment A

Metro Contract No. 928762

Background:

The City of Portland Office of Sustainable Development has developed two popular educational events for the residential and construction industry. Both the Build It Green Home Tour and ReTHINK Workshops educate construction industry professionals on green building practices, including the salvage and recycling of building materials. Because these events are consistent with SW&R's objectives in the area of construction and demolition debris recycling programs and the C&D waste reduction initiative, Metro has agreed to co-sponsor these events.

a) Term: July 1, 2008 through June 30, 2009.

b) Contractor's responsibilities. Contractor shall:

- Work with Metro staff to promote the events to all construction contractors in the Metro region.
- Include Metro name and logo on all project-related collateral and signage.
- Provide prominent space at each home on the tour and each lecture event for Metro staff to place a supply of free Metro Construction Industry Recycling Toolkits, Planners Guides and carpenter's pencils.

c) Metro's responsibilities. Metro shall:

- Work with City's OSD staff to promote the events to construction contractors.
- Provide prompt turn-around to City's OSD staff on requests for approval on relevant event-related collateral or press releases before printing and distribution.
- Provide an electronic version of Metro SW&R's name and logo for inclusion on all project-related collateral and signage.
- Place a supply of free Metro Construction Industry Recycling Toolkits, Planners Guides and carpenter's pencils.

d) Budget and Terms of Payment:

Upon completion of tasks in section (b) of this Scope of Work, but no later than June 30, 2009, Metro shall pay contractor \$8,000 in one lump sum.

BJ:gbc

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