



## Intergovernmental Agreement

Metro Contract No. 928763

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 "City," whose address is 721 NW 9<sup>th</sup> 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 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 last signature date and shall remain in effect through June 30, 2009 unless earlier terminated in conformance with this Agreement.

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 SEVENTY THOUSAND AND NO/100THS DOLLARS (\$70,000.00.) in the manner and at the time designated in the Scope of Work, "Project Budget/Terms of Payment."

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 30.270. City also agrees to maintain for the



## Intergovernmental Agreement

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 Tort Claims Act, each party shall indemnify, defend and hold harmless the other party, including that party's officers, agents, and employees, from and against all claims, demands, actions and suits (including all attorneys' fees and costs) arising from the indemnitor's performance under this Agreement and where the loss or claim is attributable to the negligent acts or omissions of that party.

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 City:

Michael Armstong, Deputy Director  
 City of Portland  
 Office of Sustainable Development  
 721 NW 9<sup>th</sup> Avenue, Suite 350  
 Portland, OR 97209

For Metro:

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



**METRO**

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

## Intergovernmental Agreement

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

For City:

Alisa Kane  
City of Portland  
721 NW 9<sup>th</sup> 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

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. 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. The OSD 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.



**METRO**

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

# Intergovernmental Agreement

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

CITY OF PORTLAND

METRO

By: Susan Anderson

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM

Linda Nguyen  
CITY ATTORNEY



**METRO**

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

## Scope of Work – Attachment A

Metro Contract No. 928763

### Background:

The Green Development Resource Center (GDRC) was created in 2007 as a partnership between Metro, City of Portland, Clackamas, Multnomah and Washington counties. The City of Portland's Office of Sustainable Development provides office resources for the GDRC and supervision to staff. Activities of the GDRC include answering inquiries via phone and email through a green building hotline service, researching green building practices, providing project specific technical assistance, tracking and reporting hotline activity by jurisdiction, developing and distributing educational materials and staffing trade shows. Because this program is consistent with Metro's Solid Waste and Recycling 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: July 1, 2008 through June 30, 2009.

b) City's responsibilities. City shall:

- 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.
- Obtain Metro Project Manager approval on any GDRC-related collateral or press releases before printing and distribution.
- Include Metro SW&R's name and logo on all project-related collateral and signage.

c) Metro's responsibilities. Metro shall:

- Work with City's OSD staff to promote the GDRC to construction contractors and residents.
- Provide prompt turn-around to City's OSD staff on requests for approval on any GDRC-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.
- Provide feedback to GDRC staff and limited training around C&D waste management and low-impact development practices.

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 the City \$70,000 in one lump sum.

## INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between Clackamas County, a political subdivision of the State of Oregon, and the City of Portland's Office of Sustainable Development (OSD).

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 term of this agreement shall commence upon execution and shall continue in effect through June 30, 2009, unless terminated by either party upon thirty (30) days written notice. Thereafter, the agreement shall automatically renew for successive one-year terms (July 1 – June 30). Any party may terminate, with or without cause, its participation in this agreement upon thirty (30) days notice.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all local, state and federal laws, statutes, regulations, and rules applicable to the services provided under this agreement, including all requirements regarding non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, civil rights and rehabilitation.
- 4) To the extent applicable, the provisions of ORS 279B.220 through ORS 279B.235 and ORS 279C.500 through 279C.870 are incorporated by this reference as though fully set forth.
- 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) Modifications to this Agreement are valid only if made in writing and signed by all parties. OSD's Bureau Director and Clackamas County's Director of Transportation and Development may approve any modification by amendment that does not increase financial payment or cost.
- 8) 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 claim is attributable to the negligent acts or omissions of that party.
- 9) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
- 10) 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.
- 11) 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.

12) 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.

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

CITY OF PORTLAND

Susan Anderson \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

Address:  
721 NW 9<sup>th</sup> Ave., Suite 350  
Portland, OR 97209

CLACKAMAS COUNTY:

\_\_\_\_\_  
Signature Date

Campbell M. Gilmour \_\_\_\_\_  
Printed Name Title

Address:  
9101 SE Sunnybrook Blvd.,  
Clackamas, OR 97015

APPROVED AS TO FORM

Paula Meyer  
CITY ATTORNEY

## **Attachment A – Scope of Work**

### **Green Development Resource Center**

**A cooperative program sponsored by Metro, City of Portland, Washington, Multnomah and Clackamas counties**

#### **Program Description**

The Green Development Resource Center (GDRC), created in 2007, is a regional green building information resource sponsored by Metro, City of Portland, Clackamas, Multnomah and Washington counties. 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 and staffing trade shows.

#### **Benefits of Program Support**

- Recognition as a supporter of the Green Development Resource Center.
- Increased access to green building information by Clackamas County residents and construction industry representatives.
- Opportunities to give input on the program, including outreach materials.
- Access to program resources by Clackamas County's operations and facilities.

#### **Clackamas County Responsibilities**

- Provide \$5,000 to the Office of Sustainable Development in support of the Green Development Resource Center for FY 2008-2009 and for each subsequent fiscal year that this agreement may be extended.
- Provide promotional support through mention in newsletters and Clackamas County's Website.

#### **City of Portland Office of Sustainable Development Responsibilities**

- Work with Clackamas County through Metro's Construction, Salvage and Demolition Workgroup in monitoring program and approving program literature.
- Include Clackamas County residents and/or businesses in outreach activities when appropriate.
- Provide quarterly data on usage of resource center by Clackamas County residents and businesses.



## INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between Washington County, a political subdivision of the State of Oregon, and the City of Portland's Office of Sustainable Development (OSD).

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 term of this agreement shall commence upon execution and shall continue in effect through June 30, 2009, unless terminated by either party upon thirty (30) days written notice. Thereafter, the agreement shall automatically renew for successive one-year terms (July 1 – June 30). Any party may terminate its participation in this agreement, with or without cause, upon thirty (30) days notice.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all local, state and federal laws, statutes, regulations, and rules applicable to the services provided under this agreement, including all requirements regarding non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, civil rights and rehabilitation.
- 4) To the extent applicable, the provisions of ORS 279B.220 through ORS 279B.235 and ORS 279C.500 through 279C.870 are incorporated by this reference as though fully set forth.
- 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) Modifications to this Agreement are valid only if made in writing and signed by all parties. OSD's Bureau Director and Washington County's Solid Waste Supervisor may approve any modification by amendment that does not increase financial payment or cost.
- 8) 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 claim is attributable to the negligent acts or omissions of that party.
- 9) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
- 10) 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.
- 11) 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.

12) 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.

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

CITY OF PORTLAND

Suzan Anderson  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Address:  
721 NW 9<sup>th</sup> Ave., Suite 350  
Portland, OR 97209

WASHINGTON COUNTY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Address:  
155 N. First Ave.  
Mail Stop #5  
Hillsboro, OR 97124-3072

APPROVED AS TO FORM

Linda Meyer  
CITY ATTORNEY

## **Attachment A – Scope of Work**

### **Green Development Resource Center**

**A cooperative program sponsored by Metro, City of Portland, Washington, Multnomah and Clackamas counties**

#### **Program Description**

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 Office of Sustainable Development 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 and staffing trade shows.

#### **Benefits of Program Support**

- Recognition as a supporter of the Green Development Resource Center.
- Increased access to green building information by Washington County residents and construction industry representatives.
- Opportunities to give input on the program, including outreach materials.
- Access to program resources by Washington County's operations and facilities.

#### **Washington County Responsibilities**

- Provide \$2,000 to the Office of Sustainable Development in support of the Green Development Resource Center for FY 2008-2009 and for each subsequent fiscal year that this agreement may be extended.
- Provide promotional support through mention in newsletters, the Cooperative website *recyclewise.org* and through the Recycle At Work Program.

#### **City of Portland Office of Sustainable Development Responsibilities**

- Work with Washington County through Metro's Construction, Salvage and Demolition Workgroup in monitoring program and approving program literature.
- Include Washington County residents and/or businesses in outreach activities when appropriate.
- Provide quarterly data on usage of resource center by Washington County residents and businesses.