



METRO

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

183502

Intergovernmental Agreement

Metro Contract No. 929628

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 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, 2010 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 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. City is self-insured for liability and worker's compensation insurance coverage. A certificate of self-insurance is available 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 to 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.

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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 CityMichael Armstrong
City of Portland
1900 SW 4th Ave., Suite 7100
Portland, OR 97209For 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 CityAlisa Kane
City of Portland
1900 SW 4th Ave., Suite 7100
Portland, OR 97209
(503) 823-7082
FAX (503) 823-5311For 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.



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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

APPROVED AS TO FORM

Imela Mung
CITY ATTORNEY

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Scope of Work – Attachment A

Metro Contract No. 929628

Background:

The City 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 Sustainability Center'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: Effective as of last signature date through June 30, 2010.

b) City's responsibilities. City 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 staff to promote the events to construction contractors.
- Provide prompt turn-around to City's staff on requests for approval on relevant event-related collateral or press releases before printing and distribution.
- Provide an electronic version of Metro Sustainability Center'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, 2010, Metro shall pay the City EIGHT THOUSAND AND NO/100 DOLLARS (\$8,000) in one lump sum, within 30 days of an approved invoice.