

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 (BPS), 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 maintaining 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, 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 EIGHTY FIVE THOUSAND AND NO/100THS DOLLARS (\$85,000.00) 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 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 Armstrong, Sustainability Director
City of Portland
Bureau of Planning and Sustainability
1900 SW 4th Avenue, Suite 7100
Portland, OR 97201

For Metro:

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

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

For City:

Alisa Kane, Manager
Green Building Program
City of Portland
Bureau of Planning and Sustainability
1900 SW 4th Avenue, Suite 7100
Portland, OR 97201
(503) 823-7082
FAX (503) 823-7800

For Metro:

Bryce Jacobson, Senior Planner
Metro
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 BPS 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.

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

CITY OF PORTLAND

By: Susan Anderson

Susan Anderson, Director BPS
Print name and title

11.18.09
Date

By: _____

Print name and title

Date

METRO

By: Michael Jordan

MICHAEL JORDAN, COO
Print name and title

12/9/09
Date

APPROVED AS TO FORM

Paula Nguyen
CITY ATTORNEY

ATTACHMENT A

Scope of Work

Background:

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 Bureau of Planning and Sustainability 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, outreach and education, 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: October 20, 2009 through June 30, 2010.

b) City's responsibilities. City shall:

- Be a fiscal sponsor of the GDRC along with Metro, Washington and Clackamas County.
- 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.
- Include Metro SW&R's name and logo on all project-related collateral and signage.
- Work with Metro through the quarterly funders' meeting in monitoring program and approving program collateral.
- Provide a semi-annual report and meeting on GDRC usage and activities, including County residents.
- Provide an annual report within sixty days after the close of the fiscal year.
- Fill requests for program collateral as requested by the County (post cards, posters, business cards, resource sheets).
- Recognize Metro as a sponsor in all GDRC collateral and on the Web site www.buildgreen411.com.

c) Metro's responsibilities. Metro shall:

- Work with City's BPS staff to promote the GDRC to area construction contractors and residents.
- Provide prompt turn-around to BPS 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.
- Provide promotional support through mention and inclusion of the GDRC and Hotline in newsletters; Metro Recycling Info Hotline, the Metro Web site, and through the Recycle at Work Program.
- Alert the GDRC's coordinator of events or presentation opportunities where the GDRC can table or be present.

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 City \$85,000 in one lump sum.

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City of Portland
Bureau of

Planning and Sustainability

Sam Adams, Mayor
Susan Anderson, Director

Planning

1900 S.W. 4th Ave., Ste. 7100
Portland, OR 97201-5350

Phone 503-823-7700
FAX 503-823-7800
TTY 503-823-6868

Sustainability

721 N.W. 9th Ave., Ste. 195
Portland, OR 97209-3447

Phone 503-823-7222
FAX 503-823-5311
TTY 503-823-6868

www.portlandonline.com/bps

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Amendment to Intergovernmental Agreement Between

City of Portland Bureau of Planning and Sustainability, Portland, OR 97201

And

Clackamas County, Clackamas, OR 97015

For

The Green Development Resource Center, Portland, OR 97201

The purpose of this Amendment is to continue the responsibilities of the parties involved in creating the Green Development Resource Center (GDRC) to advise the region's builders, homeowners and people in construction-related industries about green development strategies. The City of Portland and Clackamas County agree to continue the Scope of Work (Attachment A) and responsibilities as outlined in the original Ordinance #182413, dated 12/10/08. This Amendment is for renewal of the funding in the amount of \$5,000 for the fiscal year 2009-10.

The term of this Amendment shall commence upon execution and shall continue in effect through June 30, 2010, unless terminated by either party upon thirty (30) days written notice. Any party may terminate its participation in this agreement, with or without cause, upon thirty (30) days notice.

Modifications to this Amendment are valid only if made in writing and signed by all parties. BPS' 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.

CITY OF PORTLAND

Susan Anderson
Signature

11.18.09
Date

Susan Anderson
Director, Bureau of Planning and Sustainability

APPROVED AS TO FORM

Paula Menger
CITY ATTORNEY

Address: City of Portland Bureau of Planning and Sustainability
1900 SW 4th Ave., Suite 7100, Portland, OR 97201

CLACKAMAS COUNTY

Campbell M. Gilmour
Signature

12/9/09
Date

Campbell M. Gilmour
Director of Transportation and Development

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

ATTACHMENT A

GDRC Scope of Work for Clackamas County

Background:

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 Bureau of Planning and Sustainability (BPS) 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, outreach and education, and staffing trade shows. Because this program is consistent with Clackamas County'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, Clackamas County has agreed to co-sponsor the GDRC.

a) Term: July 1, 2009 through June 30, 2010.

b) City's responsibilities. The Bureau of Planning and Sustainability will undertake the following:

- Be a fiscal sponsor of the GDRC along with Metro, Washington and Clackamas County.
- Work with the County through the quarterly funders' meeting in monitoring program and approving program collateral.
- Include County residents and/or businesses in outreach activities when appropriate.
- Provide a semi-annual report on GDRC usage and activities, including County residents.
- Provide an annual report within sixty days after the close of the fiscal year.
- Fill requests for program collateral as requested by the County (post cards, posters, business cards, resource sheets, magnets, etc...).
- Recognize Clackamas County as a sponsor in all GDRC collateral and on the Web site www.buildgreen411.com.

c) County's responsibilities. Clackamas County will undertake the following:

- Provide \$5,000 to the Bureau in support of the GDRC for FY 2009-2010 and for each subsequent fiscal year that this agreement may be extended.
- Provide promotional support through mention and inclusion of the GDRC and Hotline in newsletters, County hotlines, the County Web site, *Trash Talk*, the Office of Sustainability, and through the Recycle at Work Program.
- Alert the GDRC's coordinator of events or presentation opportunities where the GDRC can table or be present.
- Give prompt feedback to the GDRC at funder meetings or via e-mail as opportunities arise.

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, Clackamas County shall pay City \$5,000 in one lump sum.