



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

Intergovernmental Agreement

Metro Contract No.930006

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, Oregon 97232-2736, and THE CITY OF PORTLAND, hereinafter referred to as "City", whose address is 721 NW 9th Ave. Suite 350, Portland, Oregon 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 providing support for the residential curbside food waste collection program.
2. Term. This Agreement shall be effective upon last signature, and shall remain in effect through December 31, 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 TEN THOUSAND THREE HUNDRED NINETY TWO AND NO/100THS DOLLARS (\$10,392.00) in the manner and at the time designated in the Scope of Work.
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 or 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.



Intergovernmental 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 279A, B & C 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:

Bruce Walker
City of Portland
721 NW 9th Ave. Suite 350
Portland, OR 97209

For Metro:

Office of Metro Attorney
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:

Babe O'Sullivan
City of Portland
721 NW 9th Ave. Suite 350
Portland, OR 97209
(503) 823-9582

For Metro:

Jennifer Erickson
Metro
600 NE Grand Ave.
Portland, OR 97232
(503) 797-1647

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.



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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

APPROVED AS TO FORM

Sandra Neugebauer
CITY ATTORNEY



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Scope of Work

- A) Term: Last signature date through December 31, 2010.
- B) Conditions: The City shall use funding provided through this Agreement solely to reduce the amount of tip fees charged by private transfer stations to Portland franchised haulers participating in the City of Portland's Phase I residential food waste collection program.
- C) City Responsibilities:
- City shall:
1. Provide to Metro an overview of the program including number of households participating, location of collection routes, and names of haulers utilizing the private transfer stations.
 2. Provide to Metro monthly reports on tons of residential mixed food and yard waste delivered to private transfer stations.
 3. Provide to Metro the results of any sampling of materials delivered to the private transfer stations.
 4. No later than December 31, 2010, provide to Metro a final report describing the activities performed as a result of this Agreement.
- D) Budget and Terms of Payment:

Metro shall pay City \$10,392 in one lump sum upon contract execution and receipt of an invoice for payment. The amount is based on the calculation below.

<i>Tons per week</i>	<i>Total weeks</i>	<i>Amount per ton</i>	<i>Total amount</i>
12.5	26	\$32.00	\$10,392

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