

## Exhibit A

184199

INTERGOVERNMENTAL AGREEMENT

This Agreement, entered into under the provisions of ORS Chapter 190, is between the City of Portland, Bureau of Planning and Sustainability ("City"), and School District No. 1J, Multnomah County, Oregon ("Portland Public Schools" or "PPS"). Individually, either the City or PPS may be referenced as a "party" or collectively as the "parties." In exchange for the promises and other valuable consideration set forth below, the parties agree as follows:

**RECITALS:**

- A. Funding durable lunch trays for PPS will provide critical resources for transitioning from disposable polystyrene foam trays to permanent ware in the 2010-2011 school year. Switching to durable trays will significantly reduce solid waste generation at the schools as 14,700 disposable trays are used each school day. The additional benefit of establishing reuse practices among students is a valuable waste reduction lesson.
- B. PPS Nutrition Services has conducted pilot permanent ware programs at 17 schools within the PPS system, and now is seeking to expand the program through much of the district. Funding is needed to cover the start-up purchase costs for trays, as well as costs for the staff time required to wash trays. Provision of durable trays will allow PPS to avoid costs for purchase, warehousing and transport of disposable trays.
- C. The City has the capacity to provide funding for the PPS to purchase durable trays. This will serve the City's goals under the Climate Action Plan by reducing the amount of materials that go to waste; reducing consumption of carbon-intensive consumer goods and services, and providing real examples to Portland school children of waste reduction through reusable goods. The City's sole obligation under this Agreement is to provide funding to PPS for the acquisition of the durable trays. PPS shall have sole and exclusive owner of the trays, with responsibility for the selection, acquisition, maintenance, and replacement of the goods.

**AGREEMENT:**

1. Purpose. This Agreement is to establish the responsibilities of the parties in obtaining and using durable food service trays.
2. Term. This Agreement shall be effective upon the last signature date and shall remain in effect through June 30, 2011, unless terminated earlier in conformance with this Agreement.

3. Payment. The City shall pay Seventy Thousand dollars (\$70,000) to PPS. Payment of these funds will be made by the close of business on December 20, 2010 to "PPS Nutrition Services" and sent to the attention of Gritta Grether-Sweeney, Director, Nutrition Services, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107.

4. Report. On or before 30 days after the expiration of this Agreement, PPS shall submit a written report to the City evaluating and impacts experienced by PPS and its students in the use of the resources funded by the City under this Agreement.

5. State Law Constraints. PPS shall comply with the requirements of the public contracting requirements of Oregon law, to the extent applicable.

6. Termination. This Agreement may be terminated at any time by the parties by mutual agreement, or by either party without cause upon giving 90 days' written notice of the intent to terminate. Either party may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within 30 days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

7. Subcontracts and Assignment. Neither party shall subcontract or assign any part of this Agreement without the written consent of the other party.

8. Access to Records. Each party shall have access to the books, documents, and other records of the other party, which are related to this Agreement for the purpose of examination, copying, and audit, unless otherwise limited by law.

9. Survival of Obligation. The respective obligations of the City and PPS under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration hereof, shall survive termination, cancellation, or expiration hereof.

10. Insurance. For the duration of this Agreement, PPS agrees to maintain insurance or self-insurance in accordance with ORS 30.282 at levels necessary to protect against public body liability as specified in ORS 30.270.

11. Indemnification. Subject to the limits of the Oregon Constitution and Oregon Tort Claims Act, PPS shall indemnify, defend, and hold harmless City, 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 PPS's performance of this Agreement. Subject to the limits of the Oregon Constitution and

Oregon Tort Claims Act, City shall indemnify, defend, and hold harmless PPS, 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 performance of this Agreement.

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

For PPS:

Gritta Grether-Sweeney  
Director, Nutrition Services  
Portland Public Schools  
School District No.1J,  
Multnomah County , Oregon  
501 N. Dixon Street  
Portland, OR 97227

For City:

Megan Ponder  
Portland Recycles! Program Specialist  
Bureau of Planning and Sustainability  
BPS North, Suite 350  
721 NW 9<sup>th</sup> Avenue  
Portland, OR 97209

PPS may change the above- designated Project Manager by written notice to City. City may change the above-designated Project Manager by written notice to PPS.

13. 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.

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

15. Waiver and Severability. Waiver of any default or breach under this Agreement by either party does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. 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.

16. Controlling Law and Venue. Any dispute under this Agreement or related to this Agreement shall be governed by Oregon law, and any litigation arising out of the Agreement shall be conducted in courts located in Multnomah County, Oregon.

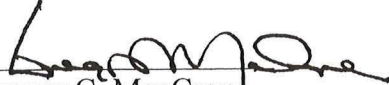
17. Amendments and Renewal. Any amendments, consents to or waivers of the terms of this Agreement shall be in writing and signed by both parties. The parties may renew this Agreement by their signed, written instrument.

This Agreement takes effect on the date of the last signature below.

CITY OF PORTLAND

PORTLAND PUBLIC SCHOOLS

By: \_\_\_\_\_  
Sam Adams, Mayor  
City of Portland, Oregon

By:   
Gregory C. MacCrone,  
Deputy Clerk

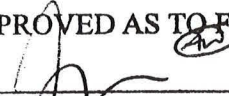
Date: \_\_\_\_\_

Date: OCT 14 2010

By: \_\_\_\_\_  
LaVonne Griffin-Valade, Auditor

APPROVED AS TO FORM

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Attorney for School District No. 1  
Multnomah County, Oregon

Approved to as to form:  
CITY ATTORNEY

By: **APPROVED AS TO FORM**  
Linda Meng, City Attorney 

Date: CITY ATTORNEY 10/18/10