



Exhibit A

Intergovernmental Agreement

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

Metro Contract No. 930367

THIS AGREEMENT, entered into and 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 implementing the Build it Green! Home Tour and ReTHINK educational series for the region's residential and construction industry.

2. Term. This Agreement shall be effective on the date of the last signature and shall remain in effect through June 30, 2011 unless earlier terminated in conformance with this Agreement. Costs for this project may be incurred from date of last contract signature.

3. Services Provided and Deliverables. The 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 dollars (\$8,000) 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 30.272. 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.



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6. Indemnification. Subject to the limits of the Oregon Constitution and Oregon Tort Claims Act, City shall indemnify, defend, and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney fees, arising out of or in any way connected with, City performance under this 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. Termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

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:

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
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

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The 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 the City.

10. 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.

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

12. 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: _____

Sam Adams
Mayor, City of Portland

Michael Jordan
Chief Operating Office

Date

Date

By: _____

LaVonne Griffin-Valade
Auditor of the City of Portland

Date

APPROVED AS TO FORM

Benjamin Walters

CHIEF DEPUTY CITY ATTORNEY 1/26/11

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ATTACHMENT A

Scope of Work

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, 2011.

b) City's responsibilities:

The City of Portland shall deliver the following results to Metro for the Build it Green! Home Tour:

- A fully-organized tour of up to twenty remodeled and new homes featuring advanced sustainability measures. Areas to be highlighted by the tour include construction waste management, sustainable site development, ecoroofs, solar, water and energy conservation, low-impact living and transportation alternatives.
- Acknowledgement of Metro as a sponsor in printed and web-based outreach, including the Tour guide and relevant advertising.
- Event postings to community calendars and social networking sites.
- 10 compensated admissions to Metro staff.
- A follow-up letter highlighting the results, including attendee counts, quantitative survey results and successes.

The City of Portland shall deliver the following results to Metro for the ReThink Educational Series:

- Two, 3-part workshop series addressing sustainability and climate change in partnership with community organizations that target low-income and diverse residents. Topic areas to be covered are individual consumption, water and energy conservation, food systems, and transportation systems.
- 10-30 participants in each workshop series that come from the target community.
- Promotion of Metro programs, materials and resources throughout the series through presentations and on the information table.
- Acknowledgement of Metro as a sponsor in printed and web-based outreach, including class material packet and relevant advertising.
- A follow-up letter highlighting the results, including attendee counts, quantitative survey results and successes.

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c) Budget and Terms of Payment:

Upon completion of tasks in section (b) of this Scope of Work, but no later than June 30, 2011 Metro shall pay the City EIGHT THOUSAND AND NO/100THS DOLLARS (\$8,000.00) in one lump sum within 30 days of an approved invoice.