

Exhibit A

Metro Contract No.930596

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, Oregon 97232-2736, and THE CITY OF PORTLAND, hereinafter referred to as "City", whose address is 1900 SW 4th Ave. Suite 7100, Portland Oregon 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 Master Recycler program.
2. Term. This Agreement shall be effective July 1, 2011, and shall remain in effect through June 30, 2013, 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 (Attachment A).
4. Payment for Services. Metro shall pay City for Annual Waste Reduction services performed and materials delivered in the maximum sum of EIGHTY THOUSAND AND NO/100THS DOLLARS (\$80,000.00) 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.
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:

Susan Anderson, Bureau Director
City of Portland
1900 SW 4th Suite 7100
Portland, OR 97201

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:

J Lauren Norris
Master Recycler Program Coordinator
Bureau of Planning and Sustainability
1900 SW 4th Suite 7100
Portland, OR 97201
503-823-7530
503-823-5311 (fax)
Lauren.norris@portlandoregon.gov

For Metro:

Vicki Kolberg
Education and Outreach Manager
Sustainability Center
600 NE Grand Avenue
Portland, OR 97232-2736
503-797-1514
503-797-1851 (fax)
Vicki.kolberg@oregonmetro.gov

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. 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.

13. Extensions. This agreement may be extended for additional terms upon mutual agreement of the parties.

14. Appropriation of Funds. Metro attests that funds for this program have been appropriated for the current fiscal year. Funding for future fiscal years shall be subject to the approval of the Metro Council.

City of Portland

Metro

By: _____

By: _____

Print name and title

Print name and title

Date

Date

APPROVED AS TO FORM

Linda Mengo
CITY ATTORNEY

Scope of Work – Attachment A

Metro Contract No. 930596

- A. The City shall conduct a minimum of three Master Recycler training sessions each year in the Metro region. Each session shall include at least 28 hours of training and shall be offered to approximately 20 volunteers.
- B. The City shall continue to work with Metro and Clackamas and Washington counties' solid waste and recycling staff to refine existing materials to improve the quality and their focus on regional needs. Metro shall review all revisions to training materials for the Master Recycler Program.
- C. The City shall acknowledge Metro's sponsorship on all printed materials promoting the Master Recycler Program. In addition, Metro shall serve on the Master Recycler Program Advisory Committee.
- D. The City shall work with Master Recycler volunteers and program sponsors to identify and schedule community outreach opportunities for volunteers who have completed the training course. Approximately 30 hours of community outreach shall be required for a volunteer to receive a Master Recycler certificate. Community payback activities shall be selected by volunteers and shall be consistent with criteria developed by the City and the Master Recycler Advisory Committee. The City shall encourage volunteers to undertake projects and educational activities for Metro Resource Conservation and Recycling involving home composting, multi-family recycling, commercial recycling, waste prevention, recycled-content purchasing, and alternatives to and proper handling of household hazardous wastes.
- E. The City shall prepare quarterly progress reports and submit them to all participating agencies. These reports shall include a description of activities during the quarter, the number of volunteers participating, and a summary of payback activities, and shall include cumulative data and information. The reports for the fourth quarters shall be considered the "final" or summary reports, and shall include cumulative data and information. In addition to the quarterly information, the fourth quarter reports shall include an evaluation of the program for FY 2011-12 and FY 2012-13, and copies of information prepared during each year. Quarterly reports shall be submitted by the City within 30 days of the close of the quarter; the final reports shall be submitted by the City within two weeks of the end of each fiscal year.

2. Payment and Billing

Contractor shall perform the above work for a maximum price not to exceed EIGHTY THOUSAND AND NO/100THS DOLLARS (\$80,000.00).

- A. This payment shall be the sole monetary obligation of Metro. Payment of all operating costs, federal, state, county or city taxes/assessments and any other charges imposed by law upon employers shall be the sole responsibility of the City.

- B. Metro shall make eight equal payments to the City on the basis of satisfactory implementation of the program as described in this scope of work and on the basis of quarterly invoices, accompanied by three quarterly reports and one annual report at the end of each fiscal year, submitted by the City. The final fiscal year quarterly invoices shall be submitted by the City within two weeks of the end of each fiscal year.

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to City shall equal the percentage of the work City accomplished during the billing period. City's billing invoices will include an itemized statement of work done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to Metro, Attention: Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736. Payment shall be made by Metro on a Net 30 day basis upon approval of City invoice.