

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into between City of Portland, Bureau of Planning and Sustainability (BPS) and Washington County for the project titled **City of Portland/Washington County Master Recycler Program**.

RECITALS

WHEREAS Washington County desires City's services on the project named above, in accordance with the SCOPE OF WORK hereunder;

Therefore, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Term: The term of this agreement shall commence upon execution and shall continue in effect through June 30, 2016, unless terminated by either party upon thirty (30) days written notice.

Thereafter, the agreement shall automatically renew for successive one-year terms (July 1 – June 30). Any party may terminate, with or without cause, its participation in this agreement upon thirty (30) days' notice.

2. Payment: The City of Portland shall perform the work for the price of FIVE THOUSAND DOLLARS (\$5,000). To the extent applicable, the provisions of ORS 279B.220 through ORS 279B.235 and ORS 279C.500 through 279C.870 are incorporated by this reference as though fully set forth.

The City of Portland can award up to ten (10) \$50 scholarships, not to exceed \$500, for County residents who request financial support to participate in the program. The City will invoice Washington County for the scholarships.

3. Scope of Work: City agrees to perform for Washington County the services described in Attachment A hereto, incorporated herein by reference.
4. Each party shall comply with all local, state and federal laws, statutes, regulations, and rules applicable to the services provided under this agreement, including all requirements regarding non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, civil rights and rehabilitation.
5. Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.

No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

6. Subject to the limitations and conditions of the Oregon Constitution, Article XI, Section 7, and the Oregon Tort Claims Act (ORS 30.260 to 30.300), Washington County shall indemnify City against any liability for damage to life or property arising from Washington County actions under this Agreement provided, however, Washington County shall not be required to indemnify City

for any such liability arising out of the wrongful or negligent acts of employees or agents of City.

Subject to the limitations and conditions of the Oregon Constitution, Article XI, Section 9, and the Oregon Tort Claims Act (ORS 30.260 to 30.300), City shall indemnify Washington County against any liability for damage to life or property arising from City's actions under this Agreement provided, however, City shall not be required to indemnify Washington County for any such liability arising out of the wrongful or negligent acts of employees or agents of Washington County.

Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

7. Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.

Informal coordination of this Agreement will be conducted by the following designated Project Managers and any formal notice shall be provided to following persons:

For City of Portland:

J Lauren Norris
Master Recycler Program Manager
Bureau of Planning and Sustainability
1900 SW 4th Ave
Portland, OR 97201
503-545-8976
Lauren.norris@portlandoregon.gov

For Washington County:

Thomas Egleston
Solid Waste & Recycling Department
Dept. of Health & Human Services
155 N. First Avenue, MS #5
Hillsboro, OR 97124
(503) 846-3665
thomas_egleston@co.washington.or.us

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. SPONSOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE AGREEMENT AND SPONSOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

City of Portland

Washington County

By _____

By _____

Title _____

Title _____

Date _____

Date _____

City Attorney Approved

Attachment A - Scope of Work

Description of the Scope of Work –

- A. The City shall conduct a minimum of one Master Recycler training session in Washington County. The session shall include no less than 28 hours of training and shall be offered to approximately 20 volunteers.
- B. The City of Portland can award up to ten (10) \$50 scholarships for County residents who request financial support to participate in the program and invoice Washington County for the scholarships.
- C. The City shall continue to work with the Washington County Solid Waste & Recycling Program to refine existing materials, improve the quality of materials, and focus on regional needs.
- D. The City shall acknowledge Washington County's sponsorship on all printed materials promoting the Master Recycler Program.
- E. Washington County Solid Waste & Recycling Program staff shall serve on the Master Recycler Program Advisory Committee.
- F. 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. Thirty 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 coordinated by the Washington County Solid Waste & Recycling Program involving residential recycling, food waste prevention, home composting, commercial recycling, general waste prevention, reuse, recycled-content purchasing, and alternatives to and proper handling of household hazardous wastes.
- G. The City shall prepare an annual report and submit it to all participating agencies. The report shall include a description of activities during the report period, the number of volunteers participating, and a summary of payback activities, and shall include cumulative data and information. In addition to programmatic information, the annual report shall include budgetary information including income and expenses and be submitted by the City within two weeks of the end of the fiscal year.

2. Payment and Billing

The City of Portland shall perform the above work for the price of FIVE THOUSAND DOLLARS (\$5,000). The City of Portland can award up to ten (10) \$50 scholarships, not to exceed \$500, for County residents who request financial support to participate in the program. The City will invoice Washington County for the scholarships.

- A. This payment shall be the sole monetary obligation of Washington County. 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. Washington County shall make one payment to the City on the basis of satisfactory implementation of the program as described in this scope of work.