

**EXHIBIT C  
INTERGOVERNMENTAL AGREEMENT**

Agreement No. \_\_\_\_\_

This Intergovernmental Agreement (IGA) is entered into by and between the City of Portland hereafter called "CITY" and the *(insert Agency name)* hereafter called "AGENCY".

This IGA is authorized pursuant to ORS 190.110 and becomes effective upon full execution of this document.

**PURPOSE**

CITY and AGENCY desire to work together to \_\_\_\_ *<DESCRIBE WORK>* \_\_\_\_\_.

By this IGA, CITY agrees to provide the necessary personnel, equipment and expertise to perform the services identified in the Statement of Work, and AGENCY agrees to reimburse CITY for costs associated with the provision of these services as described in this document.

**GENERAL PROVISIONS**

1. Effective Date and Duration. This IGA is effective from the date of execution by both parties. Unless earlier terminated or extended, this IGA shall expire on *(insert date)*.
2. Statement of Work. The scope of work, (the "Work") including the delivery schedule and budget for such Work, is identified in the STATEMENT OF WORK below. CITY agrees to perform the Work in accordance with the terms and conditions of this IGA.
3. Consideration. AGENCY agrees to pay CITY a sum not to exceed \$ \_\_\_\_\_ as allocated in the STATEMENT OF WORK.
4. Project Representatives. Each party has designated a project manager to be the formal representative for this project. All reports, notices, and other communications required under or relating to this IGA shall be directed to the appropriate individual.

**CITY**

Project Manager: Daryl Houtman  
Organization: City of Portland  
Address: 1120 SW Fifth Ave., Suite 1000  
Portland, OR 97204  
Phone: (503) 823-1849  
Email: daryl.houtman@portlandoregon.gov

**AGENCY**

Project Manager:  
Organization:  
Address:  
Phone:  
Email:

5. Subcontracts. CITY shall not enter into any subcontracts for any of the work scheduled under this IGA without obtaining prior written consent from AGENCY's Project Manager.
6. Amendments. The terms of this IGA shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.
7. Reimbursement.

- A. CITY shall submit itemized invoices to AGENCY for reimbursement of services performed; noting the project number, CITY and AGENCY contract numbers, and the allocation of costs in accordance with line items identified in the corresponding Work.
- B. Non-itemized or incomplete billings shall be detained for payment processing until CITY has supplied correct information to AGENCY.
- C. CITY shall submit to AGENCY a quarterly invoice for costs incurred during the preceding quarter period no later than 45 days following the end of that performance period.
- D. Invoices shall be submitted in duplicate, identifying the CITY and AGENCY contract numbers to:

*Daryl Houtman, Community Watershed Stewardship Program  
City of Portland, Bureau of Environmental Services  
Portland, Oregon*

AGENCY shall pay all approved invoices within 30 days.

- E. All non-expendable property, including computer hardware and related software, acquired in the provision of these services are the sole property of AGENCY and shall be surrendered upon completion of services or termination of this IGA.
  - F. The parties recognize and agree that some of the activities and obligations for reimbursement addressed in this IGA have or will commence or arise prior to the effective date of this IGA.
8. Termination.
- A. The parties may agree to an immediate termination of this IGA or at a time certain upon mutual written consent.
  - B. Either party may terminate this IGA effective not less than 30 days from delivery of written notice.
  - C. Either party may terminate this IGA effective not less than 10 days from written notice or at such other date as may be established by both parties under any of the following conditions:
    - 1) If funding is not obtained and continued at levels sufficient to allow for purchase of the specified services. When possible, and when agreed upon, the IGA may be modified to accommodate a reduction in funds.
    - 2) If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this IGA, or are no longer eligible for the funding proposed for payments authorized by this IGA.
  - D. Either party may terminate this IGA in the event of a breach by the other party. Prior to such termination, however, the party seeking termination shall give the other party written notice of the party's intent to terminate. If the party has not cured the breach within 10 days or a longer period as granted in the cure notice, the party seeking compliance may terminate this IGA.
9. Funds Available and Authorized. Both parties certify that, as of this IGA's date of execution, sufficient funds are available and authorized for expenditure to finance the costs of this IGA within either party's current appropriation or limitation. Both parties understand and agree that payment of amounts under this IGA attributable to work performed after the last date of the current budget period is contingent on either party receiving appropriations, limitations, or other expenditure authority.

10. Captions. The captions or headings in this IGA are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this IGA.
11. Choice of Law and Venue. Oregon law shall govern this IGA and all rights, obligations and disputes arising out of the IGA. Venue for all disputes and litigation shall be in Multnomah County, Oregon.
12. Severability/Survival. If any of the provisions contained in this IGA are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this IGA for any cause.
13. Ownership of Work Product. All work products, including reports and research data in hard copy or electronic form that result from this IGA are the joint property of CITY and AGENCY.
14. Access to Records. Both parties and their duly authorized representatives shall have access to the books, documents, papers, and records which are directly pertinent to this IGA for the purpose of making audits, examinations, excerpts, and transcripts.
15. Compliance with Applicable Law. Both parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Work under this IGA.
16. No Third Party Beneficiary. CITY and AGENCY are the only parties to this IGA and as such, are the only parties entitled to enforce its terms. Nothing contained in this IGA gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.
17. Indemnification. To the extent allowed under the Oregon Constitution and within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each party agrees to indemnify and defend the other and its officers, employees, agents and representatives from and against all claims, demands, penalties and causes of action arising from this IGA or arising out of or resulting from the acts or omissions of the indemnitor, its employees, agents or representatives.
18. Merger Clause. This IGA constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this IGA shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this IGA.

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## **STATEMENT OF WORK**

### **Scope of Work**

### **Schedule**

### **Budget**

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This IGA may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same agreement.

The parties agree that CITY and AGENCY may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

**(NAME OF OTHER AGENCY) SIGNATURES:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IGA No. \_\_\_\_\_

IGATitle: \_\_\_\_\_

**CITY OF PORTLAND SIGNATURES:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bureau Director

Approved:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of City Auditor

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of City Attorney