

# EXHIBIT A



**METRO**

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

## Intergovernmental Agreement

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Metro Contract No. 928160

City of Portland Contract No. ....

### **Cost Sharing Agreement with City of Portland for Imagery Purchased by Metro on behalf of the Aerial Photography Consortium**

THIS AGREEMENT is made and entered into by and between Metro and City of Portland (hereinafter referred to as "User") as members of the Aerial Photography Consortium. This agreement shall be effective June 1, 2007 and shall remain in effect until and including May 31, 2012.

In accordance with Metro's responsibilities to the Consortium, this Agreement sets forth the responsibilities between Metro and the City of Portland, a Consortium Member, for the City of Portland's acquisition of products acquired by Metro on behalf of the Consortium.

#### **1. PRODUCTS OFFERED BY CONSORTIUM**

1.1. Natural color ortho-rectified digital imagery in:

1.1.1. Uncompressed TIFF format with pixel sizes of six-inch, one, two, four, ten and 20 feet.

1.1.2. Compressed MrSID format.

1.2. Color infrared ortho-rectified imagery

1.3. Digital terrain model

1.4. Five-foot vector contour data set

1.5. Other similar items of interest to Consortium members.

#### **2. ORDERING PRODUCT**

2.1. Periodically Metro will solicit City of Portland interest in purchasing Product.

2.2. City of Portland will respond indicating the Product or Products it is interested in purchasing, including any limitations, such as geographic coverage.

2.3. Purchase of Product. Metro shall purchase Product for which it has received expressions of interest from one or more Consortium members. Metro shall deliver Product ordered by City of Portland promptly after its receipt by Metro.

#### **3. PRICING OF PRODUCT**

3.1. Metro shall determine the price of Product by prorating the cost of a specific Product among the participating Consortium members based on the extent of their participation in the specific Product. E.g., for ortho-rectified digital imagery the share of the cost may be determined by the number of sections acquired by the City of Portland against the total number of sections acquired by the Consortium.



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3.2. In addition, for Product purchase by City of Portland, Metro shall credit City of Portland at the same pro rata rate for all sales by Metro of that Product to entities that are not Consortium members. Such credits shall be reflected on the next invoice to the City of Portland for Product.

### 4. PAYMENT FOR PRODUCT

4.1. Metro shall invoice City of Portland following delivery of Product to City of Portland.

4.2. Each invoice shall include: reference to the City of Portland document requesting the Product being invoiced for; a reference to this agreement; the total paid by Metro for the Product for the consortium; the explicit calculation used to derive the City of Portland's share; the amount of the City of Portland's share; the current credit Metro owes the City of Portland; and the total amount owed by the City of Portland for Product.

4.3. Following receipt of defect free Product, City of Portland shall pay all proper invoices from Metro for that Product.

### 5. RIGHTS IN PRODUCT

5.1. For Product purchased for Members of the Consortium under this Agreement, Metro conveys to the City of Portland an unlimited, nonexclusive, non-transferrable right in the Product for use by the City of Portland, its contractors, subcontractors, consultants and volunteers.

5.2. For Product where the City of Portland is the only requirer, the City of Portland conveys to Metro an unlimited, nonexclusive, non-transferrable right in the Product for internal use on its own networks.

### 6. LIMITED WARRANTY

6.1. Limited Warranty.

6.1.1. Metro disclaims any warranties, express or implied, in the Product other than the warranty that the Product is free of defects.

6.1.2. User shall have the sole authority and responsibility to determine whether the Product, at the time of delivery, is free of defects.

6.2. Remedy

6.2.1. User's sole and exclusive remedy for breach of this limited warranty will be to return the Product within 60 days of receipt.

6.2.2. Upon User's return of Product, Metro shall, at its discretion, no later than 15 days:

6.2.2.1. either replace the Product with Product free of defects, or

6.2.2.2. repair the Product and return it to the User, free of defects.

### 7. MISCELLANEOUS

7.1. Applicable Law and Venue. These terms and conditions of this purchase agreement shall be construed and interpreted under and pursuant to the laws of the state of Oregon. The parties agree that venue for any action or claim arising out of or in connection with this agreement shall be in the Superior Court for Multnomah County, Oregon.

7.2. Invalidity. If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and

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each term and provision of this agreement shall be valid and enforced as written to the fullest extent permitted by law.

7.3. Entire Agreement. This agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement, statement or promise made by any party hereto, which is not contained herein, shall be binding or valid.

CITY OF PORTLAND

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

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

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

METRO

By: AC Cotugno

Printed name: Andrew C. Cotugno

Title: Planning Director

Date: 8-8-07