

# Intergovernmental Agreement

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**Metro Contract No. 928742**

THIS AGREEMENT is made and entered into by and between Metro, an Oregon metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, hereinafter referred to as "Metro," through the Data Resource Center, located at 600 N.E. Grand Avenue, Portland, Oregon 97232 and the City of Portland, hereinafter referred to as "City," through the Portland Fire & Rescue, located at 55 S.W. Ash Street, Building 139, Portland, Oregon 97204.

## **RECITALS**

Whereas, ORS 190.007 states that intergovernmental cooperation to further economic and efficient provision of services by local government is a matter of statewide concern, thereby not subject to federal law relating to agreements to limit competition by providers of goods and services; and

Whereas, Both Metro and the City find it mutually beneficial for both governments to cooperate in mapping the metropolitan area in order to enhance the prompt delivery of emergency response; and

Whereas, Metro has the current ability and capacity to develop and maintain components of a mapping and data system for the City; and

Whereas, The City has the need for these expanded maps and the resources to pay for their development and maintenance.

In consideration of those premises as generally recited, it is agreed as follows:

## **TERMS OF AGREEMENT**

### **1. Scope of Work**

Metro shall provide the City the following services:

- a. The City, through the Portland Fire & Rescue (PF&R), will provide Metro with additions and corrections to map layers that Metro will incorporate and make available to the mapping application.
- b. Metro will support the City's internet mapping application, and the hardware and software used to generate the maps for downloading.
- c. Metro agrees that the materials and applications developed for the use of PF&R will not be used by any other agency without the express written permission of PF&R and the City of Portland.
- d. Upon request, Metro staff shall provide special services to the City.

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## 2. Portland Corporate GIS (CGIS) Responsibility

- a. CGIS will maintain the Portland street centerline file and provide it to Metro for provision of services to PF&R.
- b. Updates and corrections that have been submitted by PF&R staff to Metro on hard-copy maps will be forwarded to CGIS and incorporated into the street centerline file.

## 3. Indemnification

Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act, ORS 30.260 through 30.300, the City shall indemnify, defend and hold harmless Metro from and against all liability, claims, loss and costs arising out of or resulting from the acts of the City, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act, ORS 30.260 through 30.300, Metro shall indemnify, defend and hold harmless the City from and against all liability, claims, loss and costs arising out of or resulting from the acts of Metro, its officers, employees and agents in the performance of this agreement.

## 4. Term of Agreement

The term of this Agreement shall commence on July 1, 2008, and terminate on June 30, 2009 unless terminated earlier under the provisions of this Agreement.

## 5. Compensation

Metro shall provide the services identified herein to the City on a time and material basis for a sum not to exceed **TWENTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$25,000.00)**. Metro shall invoice the City quarterly for labor, computer and miscellaneous costs incurred, as set forth in this Agreement.

- a. **Personnel Charges.** Personnel charges shall be assessed at the rate of staff hourly rates, and may vary depending upon the expertise level of the staff required to perform the requested work. The parties acknowledge that staff hourly rates vary from \$55.88 per hour for an Associate GIS Specialist to \$77.08 per hour for a Principal GIS Specialist. These costs include salary, fringe benefits and Metro overhead. These rates can change as annual staff costs of living and merit increases occur.

Metro shall make all best efforts to assure that employees in the lowest pay category required to fill the request will carry out the majority of work. The Principal GIS Specialist will charge only for activities such as project management, conferences with City staff and for custom request projects requiring Principal GIS Specialist expertise.

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- b. Computer Charges. Computer time is billed at \$17.00 per hour.
- c. Mapping Charges. Display size maps will be billed at 12.00 each.
- d. Internet Application Access. The City will be charged a flat-rate usage fee of \$350.00 per month for Internet Access services described herein.

## 6. Termination

During the term of this Agreement, each party may terminate the agreement by written notice delivered to the other party not less than sixty days prior to the agreement termination date. Additionally, the parties may terminate this Agreement at any time for nonperformance of any material term hereof.

## 7. Insurance

Metro and the City are self-insured for general liability insurance and workers' compensation insurance coverages. Each party is responsible for the wages and benefits of its respective employees performing services under this agreement.

Executed in quadruplicate by the duly authorized representatives of the parties.

### Metro

### City of Portland

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Approved as to Form, City Attorney

\_\_\_\_\_  
Andrew C. Cotugno  
Name

\_\_\_\_\_  
Fire Chief John Klum

\_\_\_\_\_  
Planning Director  
Title

\_\_\_\_\_  
Commissioner Nick Fish

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Auditor Gary Blackmer

\_\_\_\_\_  
BTS/CGIS

\_\_\_\_\_  
Date