

**INTERGOVERNMENTAL AGREEMENT****BETWEEN****CITY OF PORTLAND****AND****MULTNOMAH COUNTY****AGREEMENT FOR VIDEOGRAPHY SERVICES**

This Agreement dated this 7<sup>th</sup> day of April, 2010, is entered into by and between the City of Portland, Office of the Mayor (City), and Multnomah County, Commission on Children, Families and Community/Voice Box Media (County). Individually, either the City or the County may be referred to as a "party" and collectively as the "parties."

**RECITALS**

- A. The City desires to produce a short video highlighting the partnerships serving youth through Education Strategies this summer (Education, Employment, Community)
- B. The County has the equipment, staff and technical expertise to produce a short video for the City and the City desires to engage the County produce a short documentary project including chapters on: Career and Postsecondary/Youth SummerWorks, Out of School Supports/Ninth Grade Counts, and Community Partnerships/Education Cabinet.

**AGREEMENT****I. SCOPE OF WORK**

- A. The County, in collaboration with the City, will produce a video about the collaboration of various programs serving youth in Multnomah County this summer. The specific responsibilities of the County and City are further described in paragraphs B and C below.
- B. County Responsibilities:
  - 1. In collaboration and cooperation with the City, the County will lead a youth staff (funded through Youth SummerWorks) to plan the form, function, and style of the video and to determine filmable actions, events, subjects and locations.

2. The County will schedule, film, produce, edit and deliver the rough cut of video to the City by March 31, 2010.
3. The County will obtain all necessary approvals, permits, licenses, or other permissions necessary to film individuals and/or to film on locations or in places that are not owned or operated by the County or City.

C. City Responsibilities

1. The City will cooperate with the County and assist in arranging and scheduling filmable actions, events, subjects and locations if applicable.
2. The City will assist the County in arranging for use of City offices and other City-owned or -operated facilities for use in filming if applicable.
3. The City will assist the County in arranging interviews with appropriate City staff who can provide insight and content about the collaborative summer youth experiences for use in the film.

**II. TERMS**

- A. This Agreement will go into effect as of the date of signature of all parties and will continue through June 30, 2010, unless earlier terminated or extended as provided herein. In the event either party desires to extend the term of the Agreement, it will provide written notice to the other party of its desire to renew the Agreement at least 30 days before the expiration of the original term.
- B. Either party may terminate this Agreement upon giving 30 days written notice to the other party. For purposes of termination, notice will be given to the City's Office of the Mayor and to the County's Director of the Commission on Children, Families and Community. Upon termination, the City will pay the County for the proportion of the project completed during the term of the Agreement, as detailed in a written invoice, and the County will deliver to the City all video footage shot as of the date of termination.

**III. PAYMENT**

- A. The County will submit an invoice outlining hours and staffing devoted to the filming and production of the project.
- B. The City will pay the County an amount not to exceed \$8,000.00 within 30 days of the receipt of the invoice.

#### IV. MISCELLANEOUS PROVISIONS

- A. Liability. The County is subject to the provision of *ORS 30.260 through 30.300* for its tort liabilities, including personal injury and property damage.
- B. Indemnification. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, *ORS 30.260 through 30.300*, the County will indemnify, defend, and hold harmless the City, its officers, employees and agents from all liability, loss and costs arising out of or resulting from the acts of the County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon constitution and the monetary limits of the Oregon Tort Claims Act, *ORS 30.260 through 30.300*, the City will indemnify, defend and hold harmless the County from and against all liability, 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.
- C. Confidential and Company Information. The County acknowledges that by reason of this Agreement, the County will have access to the City's information and materials which may be confidential, and which may be subject to privileges recognized by Oregon law. Disclosure of such information could be of monetary value and that individuals could be adversely affected if the information was disclosed to third parties. The County agrees that it will not use such information in any way, except as may be required in connection with this Agreement, for its own account or the account of a third party, nor disclose to a third party, any confidential information of the City.
- D. Access to Records. Each party will have access to the books, documents and other records of the other that are related to this agreement for the purposes of examination, copying and audit.
- E. Ownership of Work Product. All work product produced by the County under this agreement is the exclusive property of the City and County. The City and the County intend that such work product shall be deemed "work made for hire" of which the City and County shall be deemed the author. If for any reason, a work product is deemed not to be a "work made for hire," the County irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines.
- F. Entire Agreement: The parties agree that this agreement is the entire agreement between them, and that no other promises have been made by either party, either express or implied that are not contained herein.

- G. Governing Law: The parties agree that this agreement will be construed according to the law of the State of Oregon without reference to its choice of law provisions.
- H. Amendment: The parties agree that this agreement will not be amended, unless such amendment is in writing and signed by both parties and approved by the City Attorney's office. For the City, any and all amendments have to be approved by the City Project Manager, Todd Diskin or such other person as the Mayor may designate. The project manager may amend this agreement so long as it does not increase the City's financial obligations or financial risk.
- I. Successors in Interest: The terms of this agreement will be binding upon the successors and assigns of each party hereto, to the extent that the City consents to any assigned.
- J. Third Party Beneficiaries: The parties agree that the execution of this IGA is not intended to, nor does it create, any third party beneficiary rights to any person.
- K. Assignment: This Agreement or any interest therein will not be assigned or subcontracted to any other person or entity without the prior written consent of the other party.
- L. Survival: The respective obligations of the City and the County under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration hereof, including but not limited to the confidentiality provisions of Paragraph IV.E will survive termination, cancellation, or expiration of this agreement.

CITY OF PORTLAND

MULTNOMAH COUNTY

By: [Signature]  
City of Portland

By \_\_\_\_\_  
Joshua L. Todd, Director  
Commission on Children, Families  
And Community

4.1.10  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

APPROVED AS TO FORM  
[Signature]  
City Attorney  
CITY ATTORNEY

\_\_\_\_\_  
County Counsel