

## INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (IGA) is entered into by and between the City of Portland (CITY), acting by and through its Bureau of Environmental Services (BES), and the Oregon Department of Agriculture (Agency), acting as Fiscal Agent for the Oregon Invasive Species Council.

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

### PURPOSE

BES and Agency desire to work together to print and distribute a revision of the 'GardenSmart Oregon' booklet.

By this IGA, Agency agrees to provide the necessary personnel, equipment and expertise to perform the services identified in the Statement of Work and BES agrees to reimburse Agency 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 when Agency's completed performance has been accepted by BES or June 30, 2010, whichever date occurs first.
2. Statement of Work. The Statement of Work is contained in Exhibit A. Agency agrees to perform in accordance with the Statement of Work and with the terms and conditions of this IGA.
3. Consideration. BES agrees to pay Agency a sum not to exceed \$10,000 as allocated in the Statement of Work.
4. Project Representatives. Each party has designated a Project Manager to be the formal representatives for this project. All reports, notices, and other communications required under or relating to this IGA shall be directed to the Project Managers.

#### BES

Project Manager: Paul Ketcham  
 Organization: City of Portland  
  
 Address: 1120 SW Fifth Ave., Suite 1000  
 Portland, OR 97204  
 Phone: (503) 823-5549

#### AGENCY

Project Manager: Roberta Laux  
 Organization: Oregon Department of  
 Agriculture  
 Address: PO Box 4395 Unit 17  
 Portland, OR 97208-4395  
 Phone: (503) 986-4602

Fax: (503) 823-5344  
Email: paul.ketcham@portlandoregon.gov

Fax: (503) 986-4776  
Email: rlaux@oda.state.or.us

5. Subcontracts. Agency shall not enter into any subcontracts for any of the work scheduled under this IGA without obtaining prior written consent from the BES' Project Officer.
6. IGA Documents. This IGA consists of the following documents, which are listed in descending order of precedence: This IGA less Exhibit A, attached Exhibit A. Attached Exhibit A is hereby incorporated for reference.
7. 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.
8. Reimbursement.
  - A. Agency shall submit itemized invoices to BES for reimbursement of services performed. The invoices shall note the project and CITY contract number and the allocation of costs in accordance with line items identified in the corresponding Statement of Work, attached as Exhibit A.
  - B. Costs incurred for travel shall be reimbursed to the extent that they do not exceed on a daily basis per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations and that all travel has been approved by the BES Project Manager.
  - C. Non-itemized or incomplete billings shall be detained for payment processing until Agency has supplied correct information to BES.
  - D. Invoices shall be submitted in duplicate, identifying the CITY IGA number, to:

Paul Ketcham  
BES  
1120 SW Fifth Avenue, Room 1000  
Portland, OR 97204
- E. All non-expendable property, including computer hardware and related software, acquired in the provision of these services are the sole property of BES 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 commenced or arisen or will commence or arise prior to the effective date of this IGA.

9. 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.
10. Funds Available and Authorized. Both parties certify that at the time the IGA is written that funds are identified in corresponding fiscal year budgets and are authorized or will be authorized through the annual budget approval process, for expenditure to finance 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.
11. 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.
12. Choice of 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.
13. 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.
14. Ownership of Work Product. All work product, including reports and research data in hard copy or electronic form, that result from this IGA are the exclusive property of BES. However, Agency reserves the right to retain copies of such items for its records.
15. 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 the specific IGA for the purpose of making audit, examination, excerpts, and transcript.

16. 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.
17. No Third Party Beneficiary. The 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.
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.

This IGA may be signed in two 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 they may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

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

IGATitle: 'Garden Smart Oregon' Booklet

**AGENCY SIGNATURES:**

**OREGON DEPARTMENT OF AGRICULTURE**

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

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

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

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

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

IGATitle: 'Garden Smart: Oregon' Booklet \_\_\_\_\_

**CITY OF PORTLAND SIGNATURES:**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
n/a  
Purchasing Agent

By: \_\_\_\_\_ Date: \_\_\_\_\_  
n/a  
Elected Official

Approved:

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

Approved as to Form:

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

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

IGATitle: \_\_\_\_\_ 'Garden Smart: Oregon' Booklet \_\_\_\_\_

**Exhibit A****STATEMENT OF WORK****Scope of Work**

'GardenSmart Oregon,' a key component of the City's Early Detection/Rapid Response initiative, is to be revised and reprinted. Agency will coordinate revision of the existing document and will arrange for publication of approximately 50,000 copies of the new booklet. Agency will provide approximately 4,500 copies of the reprinted booklet to BES for use in outreach by BES and its partners.

**Schedule**

Revision and reprinting to be completed by June 30, 2010.

**Budget**

BES shall pay \$10,000 to Agency for printing costs.