

**INTERGOVERNMENTAL AGREEMENT
BETWEEN MULTNOMAH COUNTY AND THE CITY OF PORTLAND FOR
REIMBURSEMENT OF**

This Intergovernmental Agreement ("IGA"), authorized pursuant to ORS 190.110, is entered into this November 10, 2010, by and between Multnomah County, hereafter called COUNTY and the City of Portland, hereafter called CITY.

RECITALS

A. The Oregon Military Department Office of Emergency Management (OEM) awarded the EOP Enhancements and Communications Grant #07-225 to Multnomah County as subgrantee for the period of November 1, 2007 through January 31, 2011 in the amount of \$461,400. OEM also awarded the Law Enforcement and Terrorism Protection Program (LETPP) Grant #07-169 to Multnomah County as subgrantee for the period November 1, 2007 through November 30, 2010 in the amount of \$362,817.

B. Multnomah County was approved to spend a total of \$83,753 combined from both awards for a Notification System, hereinafter called SYSTEM.

C. According to the application, the SYSTEM should "enable residents and visitors to receive real-time alerts and warnings via email and numerous wireless devices. The system would allow each jurisdiction in the County to distribute both urgent and non-urgent messages and use of an easy web-based subscription tool would allow recipients to choose the messages they wish to receive;" and

D. In 2009, the CITY independently identified a need for an emergency call-out and notification system to protect the continuity of the CITY's business operations. Accordingly, the CITY issued a Request for Proposals (RFP #111377) seeking a Contractor with expertise in implementing and supporting an emergency call-out and notification solution; and

E. On February 23, 2010 First Call, hereinafter CONTRACTOR, submitted a qualified proposal to the CITY. The CITY has entered into a contract with CONTRACTOR in September 2010; and

F. The CITY's proposed contract with CONTRACTOR includes terms that require CONTRACTOR to develop a countywide notification system; and

G. OEM has agreed that the grant funds awarded to the COUNTY for the SYSTEM may be used to reimburse the CITY for expense incurred by CONTRACTOR; and

H. Therefore, the parties wish to enter into an agreement to allow the COUNTY to award the OEM grant funds to the CITY to pay for expenses incurred by CONTRACTOR.

AGREEMENT

1. **Effective Date.** This IGA is effective from the date that all parties have executed this agreement.

2. **Payment of CONTRACTOR.** CITY agrees to pay for the actual expenses of CONTRACTOR incurred on or before December 31, 2010.

3. **Documentation and qualification of expenses.** CITY agrees to provide COUNTY with a copy of CONTRACTOR's invoice, proof of payment by CITY, a copy of CITY's RFP #111377, and a copy of the CITY's contract with CONTRACTOR within a reasonable time after CITY receives CONTRACTOR's invoice but no later than January 10, 2011.

3A. **COUNTY Access to the System.** City will provide COUNTY with full, equal and independent access to the SYSTEM training and functionality provided to the CITY by the CONTRACTOR. CITY will assure that its contract CONTRACTOR reflects COUNTY's access as described in this paragraph.

4. **Submission of CITY expenses for reimbursement.** COUNTY agrees to submit a Request for Reimbursement in the manner outlined by EOP Enhancements and Communications Grant #07-225 and the LETPP Grant #07-169 for the CITY's actual expenses in an amount no more than \$83,753. Subject to OEM's approval of amendments and revised budgets for either or both grant awards, the County may submit a Request for Reimbursement up to, but not to exceed the full first year cost of the SYSTEM.

5. **Payment of Funds Reimbursed.** COUNTY agrees to pay to CITY the funds reimbursed as a result of the submission of CITY expenses to OEM within a reasonable amount of time after receipt of those funds.

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. **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.

8. **Choice of Venue.** Oregon law, without reference to its conflict of laws provisions, 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.

9. **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.

10. No Third Party Beneficiary. COUNTY and CITY 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.

10. 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.

IN WITNESS WHEREOF, the duly authorized representatives of CITY and COUNTY have executed this Contract in triplicate as of the date and year first above written.

CITY OF PORTLAND

MULTNOMAH COUNTY

Authorized Signature

Date

Authorized Signature

Date

APPROVED AS TO FORM:

REVIEWED BY:

CITY ATTORNEY

ASSISTANT COUNTY ATTORNEY

APPROVED AS TO FORM

CITY ATTORNEY