

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF PORTLAND AND ____ REGARDING LABORATORY
ANALYTICAL SERVICES

This agreement is entered into on ____, 2012 by and between the ____ and the City of Portland, Oregon, hereafter referred to as “____” and “Portland”, respectively.

RECITALS

WHEREAS, the goal of this intergovernmental agreement is to provide laboratory analytical services for ____ by Portland and;

WHEREAS, the purpose of this Agreement is to detail the responsibilities, compensation and services to be provided by each party.

NOW THEREFORE, the parties agree to the following:

1. SCOPE OF PORTLAND’S SERVICES

- A. Portland will be responsible for providing laboratory analytical services (including methods and rates) to ____ as shown in the attached fee schedule (Exhibit A).
- B. Portland will provide ____, or its designated members, with all necessary sample bottles, ice-chests, and chain-of-custody documents.
- C. Portland will provide a 14-day turn-a-round time on all sample analyses results, except in the event of delay caused by conditions beyond Portland’s reasonable control. In the event of delay, Portland shall promptly notify ____ of the delay and provide an estimated time for turn-a-round of the delayed sample analyses.
- D. Portland will provide data reports listing the analytical results, detection limits, methods used and routine quality assurance/quality control documentation as requested.
- E. Portland will notify ____ of changes in the attached fee schedule (Exhibit A) in writing no less than two months before implementation.
- F. On an annual basis, if appropriate under the circumstances and upon written agreement by the parties, ____ and Portland’s Water Pollution Control Lab will amend the scope of services for the sample analyses to be completed in the next fiscal year.

2. SCOPE OF ____’S SERVICES

- A. ____ shall be responsible for review and acceptance of all products prepared by Portland.

3. COMPENSATION

_____ shall reimburse Portland promptly for costs incurred in accordance with Section 5 STATEMENT AND PAYMENT PROCEDURE. _____ shall pay Portland within 30 days of being invoiced. _____ shall pay Portland for laboratory services as shown in the attached schedule of rates (Exhibit A) which may be amended by Portland pursuant to section 1.E above.

4. EFFECTIVE AND TERMINATION DATES

This agreement shall be effective as of the date it is signed by all parties and shall terminate as of December 31, 2016. The Director of the Bureau of Environmental Services may authorize extensions of this agreement on behalf of Portland, up to a maximum duration of 10 (ten) years.

5. STATEMENT AND PAYMENT PROCEDURE

Portland's statement and _____'s payment procedures shall be as set out below.

Within 30-days of each sampling session, Portland's project manager shall submit to _____, a detailed statement describing analyses performed. The statement shall include all analytical charges related to this IGA. Portland will furnish _____ such statements or reports of expenditures as may be needed to satisfy fiscal requirements.

Payment of the amounts set out in paragraph 3 above shall be made to "City of Portland", no later than 30 days of being invoiced, and shall be sent to:

City of Portland
Accounting Division, Office of Finance and Administration
Accounts Receivable
1120 SW Fifth Avenue, Room 1250
Portland, OR 97204

6. EARLY TERMINATION OF AGREEMENT

- A. Portland and _____, by mutual written agreement, may modify, amend, or terminate this Agreement at any time.
- B. Either Portland or _____ may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not cured the breach within thirty (30) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.
- C. Either Portland or _____ may terminate this Agreement in the event of Portland's Water Pollution Control Laboratory is rendered inoperable by an Act of God.

D. Either Portland or _____ may terminate this Agreement for convenience on 60 days prior written notice of intent to terminate.

7. FUNDS

Portland and _____ certify that sufficient funds are available for the duration of the contract and that both Portland and _____ are authorized to spend funds to cover the costs associated with this agreement for that fiscal year. Both Portland and _____ will use their best efforts to urge appropriation of funds to cover the costs of this agreement in the ensuing fiscal years. If funds for this intergovernmental agreement are not appropriated for any fiscal year, the party whose budget does not include funds to cover the costs of the intergovernmental agreement shall notify the other party in writing of such non-appropriation in a timely manner.

CITY OF PORTLAND

By: _____
Dean Marriott, Bureau Director

Date: _____

By: _____
_____, _____

Date: _____

By: _____
LaVonne Griffin-Valade, Auditor

Date: _____

APPROVED as to form:

By: _____
Portland City Attorney